

भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड
(भारत सरकार का उपक्रम)
गोरखपुर प्रादेशिक कार्यालय



BHARAT PETROLEUM CORPORATION LTD.
(A Govt. of India Enterprise)
Gorakhpur Retail Territory

Ref: LOI. (169) BETW KM ST 328 to 333 on SH26

Date: 23.06.2015

To,

Shri Jatin Agarwal
S/o Shri Vishnu Kumar Agarwal
Station Road, Bhagwatiganj, Balrampur
Dist. : Balrampur (U.P)
Pin - 271201



Jatin Agarwal
Jatin Agarwal

Dear Sir,

Sub : Proposed MS/HSD Retail Outlet Dealership at Location : Between Km Stone 328 to 333 on SH-26 (Balrampur-Utraula Road) District: Balrampur, Uttar Pradesh, Category : Open (Regular)

We refer to our advertisement dated 08.07.2014 and your application form No. 300006416/1 for the award of MS/HSD Retail Outlet dealership at the above location and the subsequent bidding held at Baitalpur Territory office on 31.01.2015.

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. 388Kha, Village : Gondipur 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have to make available this land within 2 months from the date of this letter failing which this offer is liable to be withdrawn.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/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) 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 and 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Outlet is not made available for lease / purchase as per the advice of the Corporation, this Letter Of Intent will be withdrawn without any further notice.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.

[Signature]

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3. Bharat Petroleum Corporation Limited will develop the retail outlet at the above location: Between Km Stone 328 to 333 on SH-26 (Balrampur-Utraula Road) District: Balrampur 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 from time to time.

4. For the facilities that may be provided by the Corporation as aforesaid, we will recover from you licence fees as may be decided by the Corporation and applicable to you from time to time. At present, the licence fee recoverable is Rs.48/- KL for MS and Rs.41/- 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.
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. Adequate illumination
 - g. PUC facilities, wherever it is mandatory.
 - h. Other facilities as may be specified by the Corporation from time to time.
7. You will ensure all financial and other arrangements for operating the retail outlet dealership. In case it is found that the funds stated in the application for the purpose of setting up and operation of the dealership are not made available as and when required, 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, except your spouse as per terms and conditions of the Bharat Petroleum Corporation Limited, 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 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.

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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 lac drawn on any scheduled bank in favour of Bharat Petroleum Corporation Limited payable at Deoria 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, this Corporation reserves its right to adjust this amount towards any dues to it.
12. You will also remit the balance amount of Rs.36.01 lac. towards Non-refundable Bid amount, after setting off IDP amount, by way of a Demand Draft for Rs 36.01 lac 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 fulfill 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) 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.
 - d) In the event of death if you are an individual/partner.



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17. 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 IDP would be forfeited.

The IDP 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.

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,
Pol Depot, Deoria Road, Baitalpur
Baitalpur, District: Deoria, U.P. – 274201

Please acknowledge receipt of this letter.

Thanking you,

Yours faithfully
For **Bharat Petroleum Corporation Limited,**


Territory Manager (Retail) Gorakhpur.

ACKNOWLEDGEMENT

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.

Place: **BAITALPUR**

Date: **23.06.2015**

Signature: 

Name: **JATIN AGARWAL.**