



BHARAT PETROLEUM CORPORATION LTD
A Government Enterprise
Patna, Bihar, India

Annexure- G3

PT/DSG/2018/447

Date: 19.03.2020

Ms. SONAM KUMARI
Ms. ANITA KUMAR
Address - TARI - TARARI
Dist - TARI, PS - DAUDNAGAR,
District - AURANGABAD, STATE - BIHAR
PINCODE - 824113



Subject: Proposed MS/HSD Retail Outlet Dealership at WITHIN 3KM OF DANWAR
TOWARDS NASRIGANJ ON SH - 81 District- ROHTAS, State- Bihar under SC (REGULAR)
Category Advertised on 25-Nov-2018

In reply to our advertisement dated 25-Nov-2018 and your application form No. 15454321454126 for
acquisition of MS/HSD Retail Outlet dealership at the above location and the subsequent draw of lot is
scheduled to be held as there is only one eligible candidate hence you have been declared as selected
candidate on 13-Dec-2019.

We are 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:-

We have offered a suitable piece of land admeasuring 35 meters approx. (frontage) X 35 meters
approx. survey no. (Khata no - 200 & Plot No - 4006) as indicated by you in the application for the
acquisition 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date of this letter failing which this offer is liable to be withdrawn.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)

When advised by the Corporation, the site offered by you would be duly developed up to the
ground level by cutting/filling (as applicable), with good earth/murum, layer-wise compacted as per
current 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 19 years 11 months with renewable
term 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
setting 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Corporation, this Letter Of Intent will be withdrawn without any further notice.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.

Bharat Petroleum Corporation Limited will develop the retail outlet at the above WITHIN 3KM OF
DANWAR TOWARDS NASRIGANJ ON SH - 81 District- ROHTAS, State- Bihar on the said
land to be taken on lease/purchase by Bharat Petroleum Corporation Limited with appropriate
facilities, storage tanks and pumps.

पोस्ट - पकड़ी, भाया- अनिशाबाद, पटना - 800 002 (बिहार), फोन : 2510486
ऑफिस: भारत भवन, 4 और 6 करीमभाय रोड, बेलार्ड इस्टेट, पोस्ट बॉक्स क्र. 688, मुंबई - 400 001

P.O - PAKRI, VIA- ANISABAD, PATNA- 800 002 (BIHAR). TEL.:2510486
Office: Bharat Bhawan, 4 & 6 Currimbhoy Road, Ballard Estate, P.B. No 688, Mumbai- 400001. CIN:L23220MH1952GOI008931

Special facilities (site specific) may also be developed by **Bharat Petroleum Corporation Limited** on sole discretion such as Canopy, Service Station or any other facility as may be decided by **Bharat Petroleum Corporation Limited** from time to time.

For the facilities that may be provided by the Corporation as aforesaid, we will recover from you as may be decided by the Corporation and applicable to you from time to time. At present, the recoverable (incl. GST) is Rs. 472.77/KL for MS and Rs. 393.97/KL for HSD.

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.

We will provide at the retail outlet other mandatory facilities like

1. Generator / Inverter
2. Compressor with Electronic Gauge for Air Filling
3. Clean Drinking Water
4. Maintenance of Neat & Clean Toilet
5. Telephone
6. Firefight Kit
7. Other facilities as may be specified by the Corporation from time to time.

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 working capital will carry interest as per the policy of the Corporation.

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


You shall not induct any partner(s) in case of individual (s) nor make any changes in the constitution of the partnership as existing at the time of application without the approval of the Company, except your own as per terms and conditions of the Bharat Petroleum Corporation Limited.

It will always be a basic condition for the award of MS / HSD retail outlet dealership that you shall be giving 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 dealership 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 along with the issuance of Letter of Appointment by the Oil Company.

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 2,70,000.00 (Rupees Two Lacs Seventy Thousand)** drawn on any scheduled bank in favour of **Bharat Petroleum Corporation Limited** payable 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 any 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.

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.

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

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.

This letter of intent will stand automatically withdrawn and cancelled on the happening of any of the following events:-

In case you or your close relatives like spouse, unmarried son(s) and unmarried daughter(s) receive 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).

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 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. In such situations Initial Security Deposit (ISD) would be forfeited.

This letter is merely a letter of intent and is not to be construed as a 'firm offer' of dealership to you. Dealership will be allotted to you on your complying with the terms and conditions spelt out herein and by issuance of appointment letter along with signing of our standard dealership agreement between you and us.

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

Territory Office
Bharat Petroleum Corporation Limited
PO - Pakri , Via Anisabad , Patna, Bihar - 800002



to have one time option to offer alternate land meeting all specifications in the advertised stretch within 90 days of this LOI provided you have not availed such opportunity of providing alternate land after selection.

I acknowledge receipt of this letter.

Yours faithfully,

Sharat Petroleum Corporation Limited.

12/04/2020

CONSTITUTED ATTORNEY

 **MANISH KUMAR GARG**
Territory Manager (Retail), Patna
Sharat Petroleum Corp. Ltd.
W & S.P.O. Pakri, Via. Anisabad, Patna-2