

LETTER OF INTENT:-

Ref No:-BR/NX/21/129

Date:-18-12-21

Name :-Nirmal Kumar singh

Add:-Agioun Bazar,Nrayayanpur

Distt:-Bhojpur (Bihar)

Pin:-802159

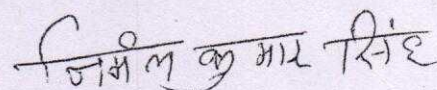
Mob:- 7654614849

Dear Sir,

Subject:Proposed Bio-Fuels Kisan Retail Outlet Dealership at Location:- Piro to Jagdishpur On SH-102 Khesra:-7324, Khata:-759, Thana No-26, Mauza- Jitaura Jangal Mahaal Rajasva Ps-Piro, Anchal-Piro , District-Bhojpur, State-Bihar(802159)

Please be informed that by this Letter of Intent,we propose to offer you a Bio-Fuels Retail outlet dealership of **NX100 PACIFIC BIOFUEL PVT LTD.** At the above Location on the following terms &condition:-

1. You have offered a suitable piece of land admeasuring 35 meters approx(frontage)× 35meters (depth) at survey Khata No.-759 Khesra No- 7324 Mauza- Jitaura Jangal Mahaal Rajasva Ps-Piro Distt-Bhojpur indicated by you in the application for the development of the subject Bio-Fuel Kisan outlet.You have to make available this land within 3 months from the date of this letter failing which this liable to be withdrawn.
2. For making the land available as required above,you will ensure that the land arrange by you is either registered in your name or it should be leased to you for a minimum period 19 years 11 months years.
3. As and when advised by the company,the site offered by you would be duly developed up to the road level by cutting/filling (as applicable) with good earth/murrum,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 condition as per



approval of company as committed under clause 12(e) of affidavit submitted by you along with application. Kindly note that in case the site as offered by you for putting up the Retail Outlet is not developed as per the advice of the company this Letter of Intent will be withdrawn without any further notice.

4. You will provide at the retail outlet infrastructural facilities like Driveway, Sales Office, Show room, store, Toilet, Generator, Compressor, with room electrical connection up to the sales building, Yard Lighting, water connection/bore well and staff room as mentioned in the Brochure and after obtaining necessary clearance/approvals/licenses as applicable in each case.

4. In addition, you will also provide the following basic facilities at your cost at the Retail Outlet premise:

- a. Clean drinking water.
- b. Free Air
- c. Clean Toilet. Male/ Female Saprete.
- 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 company from time to time

6. Additional facilities (site specific) like canopy, service station or any other facilities as may be decided by **NX100 PACIFIC BIOFUEL PRIVATE LIMITED**. From time to time would also be required to be developed by you.

7. **NX100 PACIFIC BIOFUEL PRIVATE LIMITED**. Will provide storage tanks and pumps and other facilities considered necessary at the Retail Outlet on your own cost.

8. For the facilities that may be provide by the company aforesaid, you will be required pay license fee as may be decided by the company and applicable to you from time to time. At present the license fee(ind.GST) recoverable.

9. The company 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 cause of the failure or delay.

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10. You will ensure all financial and other arrangement for operating the Retail Outlet dealership. In case it is found that be 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/damage whatsoever against the oil company.

10.1 Sales Target:

Based on the site survey, it is observed that the said site bears good sales potential. As estimated and agreed by you , you shall achieve a sales volume of

10.3 Dealership Sales Margin:

10.4 For the purchases of Bio-Diesel made by you from the Company you will be entitled to Dealership Commission at the rates to be fixed by the Company and communicated to you from time to time.

Selling Price:

2.18.1 The selling price for the Company's Products and other products & services shall not exceed the prices as advised by the Company from time to time and displayed prominently as required by the government authorities.

2.18.2 You shall prominently display the opening stock /authorized selling prices of products on the RO premises.

10.5supplies:

10.6.Bio- Diesel will be supplied to you by the Company or its designees in bulk tank lorries against indents signed by you. Normally you will need to provide at least 48 hours of notice to the supply location to enable supply location to maintain timely supplies to you. The supply of products shall be at the sole discretion of the Company and you shall not make any grievance, if the Company is unable to supply the products for any reason whatsoever.

11. You shall not induct any partners in case of individuals nor make any changes in the constitution of the partners as existing at the time of applicable without approval of the company except your spouse as per terms and condition of the **NX100 PACIFIC BIOFUEL PRIVATE LIMITED.**

12. It will always be a basic condition for the award **NX100 PACIFIC BIOFUEL Kisan** 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 written undertaking to this effect and shall not assign or part with the same to any other persons.

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You will not be eligible for taking up any employment. if you 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.

13. You will also notified by the company 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 company you shall obtain each and every license necessary for

14. An amount of Rs. 2,36,000 /- Include 18% GST (Rupees Two Lakhs Thirty six Thousands Only include 18% GST) is payable as LOI and by way of non-refundable, non-adjustable, Dealership fee. This LOI Fees shall be fortified by the Company even in case you withdraw your Registration at any stage hereafter.

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

16. Please note that you are required to fulfill the conditions with regards to inducting spouse as co-owner the dealership before issuance of Letter of Appointment.

17. In case you are not able to provide the land/develop facilities within the specified time or fail to fulfill terms & conditions of LOI then LOI can be withdrawn in such situation initial security Deposit would be forfeited.

The Initial Security Deposit would also be forfeited if you are unable to submit the total amount within the stipulated time or withdrawn for any reason your selection would be treated cancelled and LOI withdrawn. The LOI would also withdrawn and selection cancelled. If you are unable to submit the Non-refundable fixed fee within the stipulated time in such situation Initial Security Deposit would be forfeited.

18. **NX100 PACIFIC BIOFUEL** You will not sell/ lease/ mortgage the said land to any third party without **NX100 PACIFIC BIOFUEL PRIVATE LIMITED** permission in writing so long as the agreement (DPSL) is valid and **NX100 PACIFIC PRIVATE LIMITED**. Facilities continue at the site.

19. In case of termination of resignation from the dealership within 3 months of disassociation from **NX100 PACIFIC BIOFUEL PRIVATE LIMITED**. You will execute a lease the land together with structure thereon to the company if the company so desire for a period not exceeding 30 years at normal yearly rental (excluding Municipal Taxes) which shall not be more than 10% of the then prevailing market value of the land and the structure standing thereon.

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20. 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 your complying with the terms & conditions spelt out herein above by issuance of appointment letter along with signing of our standard agreement between you and us.

21. This allotment would be liable for cancellation in the event of adverse decision in the proceedings (please specify the proceeding) pending against the dealership/distributorship held by you/members of your family unit (as defined in the Dealership Selection Guidelines) under critical/major irregularities for violation of Marketing Discipline Guidelines/Dealership Agreement, Control Orders or ESMA. You will not be entitled for any claim, damage, etc in case of cancellation of allotment in such an eventuality.

(This clause is applicable for those dealership/ distributorship against whom proceeding are pending as confirmed in the applicable).

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

Patna Corporate Office:- NX100 PACIFIC BIOFUEL PRIVATE LIMITED 101, 1st Floor Chandi Vyapar Bhawan, Exhibition Road, Patna, Bihar

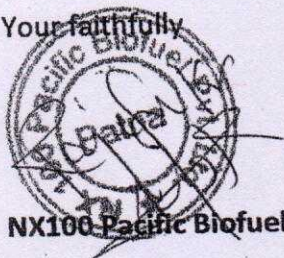
Note: You have one time option to offer alternate land meeting all specifications in the advertised location/ stretch within 90 days of this LOI provided you have not availed such opportunity of providing alternate land after FVC.

Please acknowledge receipt of this letter.

Thanking you,

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Your faithfully



NX100 Pacific Biofuel Pvt Ltd