



Ref. No. NRO/UWF164/1
Date: 28th December 2021

To,
Mr. Neetesh Agarwal

M/s Shankar Filling Station
Address - H. No. 49, Phase-I
Shekhar Residency, Jagdishpura
District-Agra
Uttar Pradesh-282007

Dear Sir,

Sub: Letter of Intent for appointment of Dealer for Reliance BP Mobility Ltd's (Reliance BP's) Retail Outlet, as a "Dealer Owned Dealer Operated (DODO) Outlet."

1. We refer to your application no. UWF164/2 dated 16th December 2021.
2. We have to place on record that during our recent discussions you have –
 - A) represented and warranted to us that: -
 - i) you are not an existing dealer of any oil company; and
 - ii) you have fully appraised yourself of the provisions of all applicable laws and relevant rules, regulations and notifications relating to business of retail sales of petroleum products and allied products; and
 - iii) you do not have any criminal record; and
 - B) During the course of the discussions we confirm having explained to you that,
 - i) We have been granted authorization by the Government of India for marketing and selling Motor Spirit (MS) and High Speed Diesel (HSD) and are a parallel marketer of Auto Liquefied Petroleum Gas (ALPG) and hold the required rating certificate for marketing and selling Auto Liquefied Petroleum Gas under the extant Rules and regulations. We are also in process of engaging with various City Gas Distribution Companies for undertaking distribution and supply of Compressed Natural Gas ("CNG") from various retail outlets.
 - ii) That the pricing of Petroleum products is dynamic
 - iii) That our Retail Selling Price of petroleum products will/ may vary from that of the Retail Outlets of Public sector or Other

Reliance BP Mobility Limited : Petroleum Department, 2nd Floor, Reliance House, RK
Four Square, Building No. 4, DLF Cyber City, Phase - 2, Gurugram - 122002, Haryana

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PANUJ JINDAL
State Business Development Manager
Reliance BP Mobility Limited



Oil Companies, and it could be higher, lower or equal to the Retail Selling Price of adjacent retail outlets of other Oil Marketing Companies.

- iv) There is or will be no financial subsidy or support available to you;
- v) That no charge, mortgage or hypothecation can be created by you on the Retail Outlet land and /or assets towards security for the repayment of any loan that you may avail for the operation of the retail outlet.

C) During the course of discussions, you have agreed -

- a) To be appointed as non-exclusive Dealer for sales of petroleum products and/or allied services at the aforesaid retail outlet at **Khasra no.316, Village Nagla Dulhe Khan, Tehsil-Kheragarh District-Agra for 30 years;**
- b) To pay to Reliance BP, within one week from the date of this letter a sum of Rs.300000(Rupees Three Lacs) towards expenses incurred/to be incurred by us as processing charges for processing of documents, administrative expenses etc., plus applicable GST thereon i.e., (Rs. 300000+Rs. 54000= Rs. 354000) which shall not be refundable under any circumstances. An Invoice in respect of this payment will be issued to you in due course after receipt of the payment.
- c) To provide an initial non-interest-bearing security deposit of Rupees 28 lacs (Rs. Twenty-Eight lacs) within 15 days of LOI
- d) To pay Reliance BP such processing charges and non-interest bearing security deposit as may be determined by Reliance BP towards installation of CNG facility at the Retail Outlet (which shall be at the sole discretion of Reliance BP) within fourteen (14) days of being called upon in writing by Reliance BP.
- e) To construct, at your own cost, a Retail outlet and lease the Land along with Retail Outlet constructed thereon to Reliance BP for 30 years.
- f) To construct, maintain and operate the Retail Outlet in accordance with the standards and guidelines stipulated by us and adhere to the timelines and achieve milestones that may be agreed during the initial joint kick-off meeting and subsequent periodic review and take corrective action as decided during these meetings. Reliance BP shall be entitled to withdraw/cancel the Letter of intent, for any non-adherence to these guidelines/timelines/milestones or non-compliance with the guidelines issued from time to time.
- f) To meet any and all other terms and conditions intimated by Reliance BP from time to time.

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State Business Development Manager
UP (West) & UT
Reliance BP Mobility Limited



3. Relying upon your aforesaid representations and subject to Title search of your above Land and your fulfilling all the above terms and conditions, it is Reliance BP's intent to appoint you as Dealer for the Retail Outlet located at **Khasra no.316, Village Nagla Dulhe Khan, Tehsil-Kheragarh District-Agra for 30 years.**
4. Kindly note that your appointment is not exclusive, and Reliance BP is at a liberty to appoint other dealer/dealers in the foregoing area at Reliance BP's sole discretion.
5. This Letter of Intent shall be valid for a period of Ninety (90) calendar days from the date hereof, during which period you shall obtain all statutory, approvals, licenses which are required to be obtained by you, and start the construction of Retail Outlet in compliance with the plans and specifications thereof duly furnished by us to you, and also facilitate submission of applications by Reliance BP and follow up/facilitate obtaining of approvals, permissions, licenses which are essential for the commencement work such as NOC of District Authorities, approval from PESO, approval from NHAI/PWD and other authorities as may be required, thereupon an agreement (a copy of which is attached herewith) appointing you as Reliance BP's Dealer for sale of petroleum products (hereinafter referred to as the "the Agreement") shall be executed.
6. The terms and conditions specified herein are not intended to cover all the terms and conditions of the Agreement
7. In acknowledgement of the acceptance of this Letter of Intent, please sign a copy of this letter in the space provided below and return it to the undersigned, within 7 days from the date of this letter.
8. While returning the accepted copy of this LOI, kindly provide the following information:
 - i.) Name and style of the firm (subject to our approval), in which you would like to operate along with an authenticated copy of the Partnership Deed or any such documents applicable to the particular structure of your firm, if any.
 - ii.) Complete address for correspondence with telephone, e-mail address, and fax numbers
 - iii.) Income Tax Permanent Account Number
9. Upon expiry of this Letter of Intent by efflux of time, neither party shall have any claim of any nature whatsoever against the other.
10. All Demand draft /Pay Order payments under this LOI or in case of the Dealership Agreement in future shall be made as per detail below:

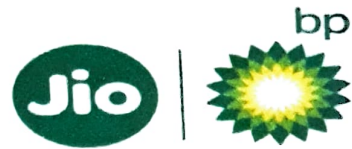
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Beneficiary /Payee name: **Reliance BP Mobility Limited. A/c HDFC bank Ltd**

Please note that except for payment made to beneficiary "Reliance BP Mobility Ltd. a/c HDFC bank Ltd" under this LOI and/ or under the Dealership Agreement, as the case may be, no amount shall be payable to anybody or vide any other mode.

Looking forward to a cordial and mutually rewarding business relationship.

Thanking You

Yours faithfully

For Reliance BP Mobility Limited.

Abhishek Sharan
State Head (UP-West & UT)

Agreed to and accepted by:

Name: Mr. Neetesh Agarwal

Title: Proprietor
M/s Shankar Filling station

TANUJ JINDAL
State Business Development Manager
UP (West) & UT
Reliance BP Mobility Limited

Encl. - Annexure A (List of FIM provided by RBML) & Annexure B (Dealer Scope of work)