

Date: 26.02.2020

MZP.NRO/667.MABB: CHOWK

To:

THE DISTRICT MAGISTRATE
DARBHANGA, DISTRICT DARBHANGA

Dear Sir,

SUBJECT: APPLICATION UNDER RULE 144 OF CHAPTER VII THE REVISED RULES FRAMED UNDER THE INDIAN PETROLEUM RULE 2002. PROPOSED RETAIL OUTLET AT MOUZA - MAKHNAHI, PS - DARBHANGA SADAR, DIST. - DARBHANGA.

We propose to set up a new Retail Outlet for sale of Petrol & Diesel at Mouza: Makhnahi, PS: Darbhanga Sadar, Dist. - Darbhanga. The proposed facilities are in accordance with our DRG. No. - RD_045_NRO_Mabbi Chowk_Kamtaul SH 75_Darbhangha annexed here to in 6 copies together which an Index map and a site Plan incorporated in our Drawing.

As will be noted from the plan the MS / HSD pump outfit confirm to the rules framed under the Indian Petroleum Act, to the latest PWD rules based on Indian Road congress specifications.

The details of the plot of land on which these facilities are to be installed are as follows:

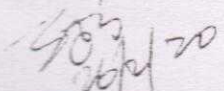
Khesra No. : 2343, 2326, 2327 (old), 2394 (New)
Khata No. : 244, 81 (Old), 81 (New)
Mouza : Makhnahi
Thana : Darbhanga
Thana No : 313
District : Darbhanga
Nearest Rly. Station : Darbhanga

We shall be obliged if you kindly accord your approval to the proposal and grant us a 'No objection Certificate' together with 2 copies of the approved plan duly signed and sealed by you to enable us to apply to the Jt. Chief Controller of Explosives, East Circle, Kolkata for getting explosive license.

Thanking you,

Yours faithfully,

For BHARAT PETROLEUM CORP. LTD.


Uttam Minz
Territory Manager (Retail),
Muzaffarpur

Enc. 6 copies of Drawing and a copy of the letter

Bharat
Petroleum
Corporation Limited

LETTER OF INTENT

Ref: MZP.NRO.667.MABBI CHOWK

Date: 04.02.2020

To
Smt. Kiran Singh
W/o - Sri Pankaj Kumar Singh
Vill - Makhnahi, Po - Barioul,
Ps - Sadar
Dist - Darbhanga, Bihar - 846005

Dear Sir,

Sub : Proposed MS/HSD Retail Outlet Dealership at Location within 5 KM from Mabbi chowk towards Kamtaul on SH 75 on either side, District - Darbhanga, State-Bihar - Category: Open

We refer to our advertisement dated 25.11.2018 and your application form No. 15451153068940 for the award of MS/HSD Retail Outlet dealership at the above location and the subsequent draw of lot held at hotel Shree International, Main Road, Manipur, Muzaffarpur on 06.12.2019.

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:-

You have offered a suitable piece of land admeasuring minimum 35 meters (frontage) X minimum 35 mtrs (depth) at survey no Khata no 81, 244, Khesra no 2326 (old), 2327 (old), 2394 (New), 2343 (old), 2400 (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.

For making the land available as required above, you will ensure that the land arranged by you is either registered in your name or it should be leased to you for a minimum period of 19 years & 11 months

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. 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 Corporation, this Letter Of Intent will be withdrawn without any further notice

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 clearances/approvals/licences as applicable in each case.

In addition, you will also provide the following basic facilities at your cost at the Retail Outlet premises:-

- a. Clean drinking water.
- b. Free Air
- c. Clean water
- d. Telephone
- e. First aid kit with wound medicines

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 fulfil 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:-

- a) In case you or any of your family members (as defined under disqualification criteria of dealer selection guidelines) receive anytime or have received a letter of intent for any other "A/CC" site RO dealership or LPG distributorship from our company or any other oil marketing company either in your individual capacity or in partnership with any other individual(s)
- b) In case you or any of your family member gets inducted as partner or proprietor in "A/CC" site RO dealership or LPG distributorship of our company or any other oil marketing company.
- c) If it is found that you have suppressed and / or misrepresented any material facts in your application
- d) In case you are found to be convicted for any criminal / economic offence involving moral turpitude
- e) In the event of death if you are an individual/partner

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.

The Initial Security Deposit (ISD) 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.

The LOI would also be withdrawn and selection cancelled, if you are unable to submit the Non-refundable fixed fee within the stipulated time. In such situations Initial Security Deposit (ISD) would be forfeited.

You will not sell/lease/mortgage the said land to any third party without BPCL's permission in writing, so long as the agreement (DPSL) is valid and BPCL's facilities continue at the site.

In case of termination of / resignation from the dealership, within 3 months of disassociation BPCL, you will execute a lease or will sub lease the land together with structures thereon to the company if the company so desires, 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 structures standing thereon.

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.

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/member(s) 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, damages etc. in case of cancellation of allotment in such an eventuality. (This clause is applicable for those dealership/distributorships against whom proceedings are pending as confirmed in the application)

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

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,

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.

I/We confirm that in the event of any proceedings pending against the dealership/distributorship (Court cases, Show Cause notices, etc.) on account of critical/major irregularities for violation of Marketing Discipline Guidelines/Dealership Agreement, Control Orders or ESMA, held by me/us or my family unit / any member/s of our organization (as defined under Multiple dealership norm for individuals/non-individuals of Disqualification criteria), the allotment made will be conditional and subject to the outcome of such proceedings. I/We understand that I/we will also not be entitled for any claim, damages, etc. in case of cancellation of allotment in the event of adverse verdict in such pending proceedings.

Place: Muzaffarpur

Signature: हिरोत सिंह

Date: 12/02/2020

Name: हिरोत सिंह