भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड

(भारत सरकार का उद्यम) जालन्धर टेरिटरी रिटेल



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

Date: 18.08.2021

Jalandhar Territory Retail

Ref: LOI: 189 AJNALA

MR. MANISH KUMAR S/O PREM SAGAR HOUSE NO. 64, WARD NO.10, RAM NAGAR, AJNALA District: AMRITSAR State: PUNJAB Pin Code: 143102



Dear Sir/Madam,

SUB: PROPOSED MS/HSD RETAIL OUTLET DEALERSHIP AT LOCATION: AJNALA WITHIN MUNICIPAL LIMITS (ON AJNALA-FATEHGARH CHURIAN ROAD) DISTRICT AMTITSAR, STATE PUNJAB, CATEGORY: OPEN (DC REGULAR)

We refer to our advertisement dated 25.11.2018. And your application form no. 15438165371864

for the award of MS/HSD Retail Outlet dealership at the above location and the subsequent draw of lot on 22 February 2021,

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 to arrange a suitable piece of land admeasuring 18 meters approx. (frontage) X 19 meters (depth) at Khasra No. 52//4/2, 52//5/1, situated at AJNALA WITHIN MUNICIPAL LIMITS, (ON AJNALA-FATEHGARH CHURIAN ROAD) DISTRICT AMTITSAR 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have to make available this land within 2 months from the date of this letter failing which this offer is liable to be withdrawn.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 Group 1).
- 2. 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.
- 3. 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/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 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 this Letter Of Intent will be withdrawn without any further notice.

सामने आई.ओ.सी., एल.पी.जी. प्लांट, सुच्ची पिंड, जालन्धर 144 009 दूरभाष : 0181-2420825, 2421643 फॅक्स : 0181-2420825 रजिस्टर्ड ऑफिस : भारत भवन, 4 एवं 6 करीमभॉय रोड, बेलार्ड इस्टेट मुम्बई - 400 001 दूरभाष : 22713000, 22714000 फैक्स : 22713874

Opp. IOC., LPG Plant, Suchi Pind, Jalandhar 144009 Phone: 0181-2420825, 2421643 Telefax: 0181-2420825 (CIN:L23220MH1952GOI008931) Registered Of : Bharat Bhawan, 4 & 6-Gurrim

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|------|---------------------|-----------------------|
| Ha | rjinde | r Singh |
| Divi | sional Fo | rest Officer |
| Ami | ritsar Fori Amri | est Division tsate |
| | - | 2 10 |

| minibhoy Roa | 30. Bailard Estate, Momoal - 400 001 Phone |
|--------------|--|
| | कमार नंदन सिंह |
| Ø | KUMAR NANDAN SINGH |
| | प्रादेशिक प्रबंधक(स्टिल) Territory Manager (Retail) |
| | ट्रोलियम कॉर्पोरेशन लिमिटेड |
| Bharat | Petroleum Corporation Ltc. |

Yee 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.

- 5. 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.

CU

Harjinder Singh

Divisional Forest Officer Amritsar Forest Division

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- c. Clean toilet.
- d. Telephone.
- e. First aid kit with valid medicines.
- f. Adequate illumination.
- g. Complaint and suggestion book.
- h. Safety equipment such as fire extinguishers (both DCP and CO_2 as per norms.
- i. Fire bucket sand.
- j. Driveway salesman in uniform with badge.
- k. Filter paper (Whatman II) type
- 1. Thermometer and hydrometer for all the available products.
- m. Standard electrical rubber mat.
- n. Caution board for tank lorry decantation, requisite aluminium buckets with bonding wire.
- o. Earthing and bonding wire with crocodile clips.
- p. Water finding and oil finding paste.
- q. PUC facilities, wherever it is mandatory.
- r. Other facilities as may be specified by the Corporation from time to time.
- Additional facilities (site specific) like Canopy, Service Station or any other facility as may be decided by Bharat Petroleum Corporation Limited from time to time would also be required to be developed by you.
- Bharat Petroleum Corporation Limited will provide storage tanks and pumps and other facilities considered necessary at the Retail Outlets.
- 8. For the facilities that may be provided by the Corporation as aforesaid, you will be required to pay license fee as may be decided by the Corporation and applicable to you from time to time. At present, the license fee (incl. GST) recoverable is Rs. 196.51/KL for MS and Rs 163.76/KL for HSD.
- 9. 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.

KUMAR NANLAN SINGH মাব্যিক মন্বয়ক(মিটল) Territory Manager (Retail)

भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड Bharat Petroleum Corporation Ltd. सुची पिंड, जाल-पार-144009,Suchi Pind, Jalandhar-144009

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

11. 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 without approval of the Company, except your spouse as per terms and conditions of the OMC (Bharat Petroleum

12. 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

13. You will deposit with us a Demand Draft for Rs 5 Lakhs drawn on any scheduled bank in favour of Bharat Petroleum Corporation Limited payable at Jalandhar towards security Deposit (after setting of the Initial Security Deposit amount)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.

14. You will also remit an amount of Rs. 15 Lakhs towards Non-refundable fixed fee, by way of a Demand Draft for Rs. 15 Lakhs drawn on any scheduled bank in favour of Bharat Petroleum Corporation Limited payable at Jalandhar within 15 days of receipt of NOC.

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

17. Please note that you are required to fulfil the conditions with regard to inducting Spouse as Co-owner in the dealership before issuance of Leuer of Appointment. N

Harjinder Singh I.F.S. Divisional Forest Officer Amritsar Forest Division सुच्ची पिंड, जालन्धर-144009,Suchi Pind, Jalandhar-144009

KUMAR NANDAN SINGH प्रादेशिक प्रबंधक(रिटेल) Territory Manager (Retail) रत पेट्रोलियम कॉर्योरेशन लिमिटेड Bharat Petroleum Corporation Ltd.

- is. This letter of intent will stand automatically withdrawn and cancelled on the happening
 - 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
 - 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.
 - 19. In case you are not able to provide the land / develop facilities within the specified time or fail to fulfil 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.

- 20. You will not sell/lease/mortgage the said land to any third party without Bharat Petroleum Corporation Limited's permission in writing, so long as the agreement (DPSL) is valid and Bharat Petroleum Corporation Limited's facilities continue at the site.
- 21. In case of termination of / resignation from the dealership, within 3 months of disassociation from Bharat Petroleum Corporation Limited, 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.
- 22. 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.
- 23. This allotment, would be liable for cancellation in the avent of adverse decision in the proceeding) Opending UMAR ainstDAN FINGH specify the proceedings (Please Celealership/distributorship held by you/member(s) of your damily unit (as defined an theretail) भारत पेटोलियम कॉपोरेशन लिमिटेड

troleum Corporation 111. 15, Suchi Pind, Jalandhar

Harjinder Singh I.F.S. Divisional Forest Officer Amritsar Forest Division Amritsar

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 dealerships/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

TERRITORY MANAGER (RETAIL) BHARAT PETROLEUM CORPN LTD. SUCHI PIND, JALANDHAR 144 009

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

Jum Nandan & DULY CONSTITUTED ATTORNEY 19/08/2021



Harjinder Singh I.F.S. **Divisional Forest Officer** Amritsar Forest Division Amritsar





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TO ALL TO WHOM THESE PRESENTS SHALL COME. I. ARUN KUMAR

WHEREAS by a Power of Attorney (a copy whereof is hereto annexed and marked "A"). BHARAT PETROLEUM CORPORATION LIMITED (hereinafter called "the Company") appointed me under its Common Seal an Attorney of the Company for and in the name and on behalf of the Company to do or execute all or any of the acts and things therein mentioned in connection with the business earried on by the Company in India, including the power from time to time to appoint and remove at pleasure any fubstitute or substitutes as Attorney or Attorneys under me in respect of all or any of the matters therein aforesaid.

AND WHEREAS the said Power of Attorney is still in full force and unrevoked.

W) Harjinder Singh I.F.S. Divisional Forest Officer Amritsar Forest Division Amritsar



NOW KNOW YE AND THESE PRESENTS WITNESS AS FOLLOWS.

By virtue of and in exercise of the aforesaid power given to me, 1 the said ARLN KUMAR SINGH do hereby nominate, constitute and appoint. KUMAR NANDAN SINGH (Staff No. 8615) son of Shri. Mahendra Narayan Singh hereinaiter referred to as "the said Attorney") to be a true and lawful attorney of the Company for and in the name of the Company or in my name to do and perform within the said area all and any of the following acts, matters and things that is to say :-

From time to time to appoint, remove agents, sub-agents, distributors and contractors at such places and upon such terms as the said Attorney may think proper.

From time to time to purchase, take on lease or otherwise acquire and hold any houses, offices, buildings, lands, way leave or other hereditaments, premises, chattels, effects, rights, concessions, patents or other movable or immovable property whatsoever and to manage, to superintend the management of all properties, estates and hereditaments of whatever tenure of or to which the Company is or shall become seized, possessed or entitled and to execute any works required by any public or local authority or to repair, alter or improve upon any such property.

To sign orders for delivery of securities, goods or effects, bills of lading or other negotiable or mercantile instruments and to sell, endorse, transfer or otherwise deal with securities of the Central or any State Government or other local authority in India.

4. To demand, sue for, enforce payment of, receive, remit and give effectual receipts and discharges for all interest, dividends, moneys, securities for money, debts, goods, chattels and personal estate of or to which the Company is now or may hereafter become possessed or entitled or which is or may become due, owing, payable or transferable to the Company from any person or persons or Corporation or the Central or any State Government or other local authority in India.

To institute, prosecute, enforce, defend, answer or oppose all actions and other legal proceedings and demands touching any of the matters aforesaid or any

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Singh Harjinde I.F.S. **Divisional Forest Officer** Amritsar Forest Division

जिमार नंदन सिंह KMAR NAHDAN SINGH प्रादाशक प्रबधक(सटन) Territory Manager (Retail) भारत पट्टोलियम कॉपरिशन लिमिटेड Bharat Petroleum Corporation Ltd. सुच्वी सिंड, जालन्धर-144009, Suchi Pind, Jalandhar-144009

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other matters or which the Company is now or new hereafter by robustical or concerned and also to refer to arbitration, submit to judgment or become consuited in any such action or proceedings as aforesaid and for such purpose to appear before any Judges. Magisfrates, Consuls of other Officers in any Court or Consulate

- To execute, sign, enter into, acknowledge perfect and do all such deeds, assurances, guarantees, agreements, instruments, contracts and receipts and all other acts and things as shall be requisite in relation to all or any of the purposes or matters aforesaid, including all such further acts and things as may be deemed expedient for recording, registering or otherwise completing and giving validity thereto.
- To concur in doing any of the acts and things hereinabove mentioned in conjunction with any other person or persons interested in the premises.

AND I for myself and for the Company do hereby ratify and confirm and agree at all times hereafter to ratify and confirm all and whatsoever the said Attorney shall lawfully do or cause to be done in or about the premises by virtue of these presents, including in such ratification and confirmation all and whatsoever shall be done between the time of revocation by any means of this Power of Attorney and the time of such revocation becoming known to the said Attorney.

AND that this Power of Attorney shall automatically stand revoked and cancelled in the event the said Attorney ceases to be an employee of the company due to retirement, resignation, termination or for any other reason whatsoever.

IN WITNESS WHEREOF I have hereinto set my hand and seal this _____ day of _____2020, at Mumbai.

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SIGNED SEALED AND DELIVERED X by the above named H

Arun Kumar Singh

in the presence of :

Page Nu Dates

H for and on behalf of HIMIARAT PETROLFUNECORPORATION LIMITED H

Constituted Attorney

BEFORE ME

M. H. CHOWDHARY PUBLIC NOTARY (GOVT. OF INDIA)

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Territory Manager (Retail) भारत पटोत्नियम कॉपरिशन लिमिटेड Bharat Petroleum Corporation Ltd. पुच्ची पिंड, जाल-पर-144009,Suchi Pind, Jalandhar-144009

Harjinder **Divisional Forest Officer** Amritsar Forest Division Amritsar



KNOW ALL MEN by these presents that BHARAT PETROLEUM CORPORATION LIMITED. a company incorporated in India and having its registered office at Bharat Bhavan, 4 & 6 Currimbhoy Road, Ballard Estate, Mumbai 400 001 (hereinafter called the Company) do hereby nominate, constitute and appoint ARUN KUMAR SINGH son of Shri. Deoki Nandan Singh, the DIRECTOR (MARKETING) of the Company, at present residing at Flat No. 34, BPC Towers, 1A-Altamount Road, Mumbal - 400026 to be the true and lawful Attorney of the Company and to act for and on behalf of the Company and to execute and perform all or any of the following acts, deeds, matters and things :

From time to time to appoint, remove agents, sub-agents, distributors and contractors at such places and upon such terms as the said Attorney may think proper.

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2) Harjinder Singh 1.F.S. U.Unrest Officer Divisio **Ost Division** Amritsa Annisar

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भारत पेट्रोलियम कॉपरिशन लिमिटेड Bharat Petroleum Corporation Ltd. सुच्ची पिंड, जाल-धर-144009,Suchi Pind, Jalandhar-144009

From time to time to purchase, take on lease or otherwise acquire and hold any houses, offices, buildings, lands, way leave or other hereditaments, premises, chattels, effects, rights, concessions, patents or other movable or immovable property whatsoever and to manage, to superintend the management of all properties, estates and hereditaments of whatever tenure of or to which the Company is or shall become seized, possessed or entitled and to execute any works required by any public or local authority or to repair, alter or improve upon any such property.

- To sign orders for delivery of securities, goods or effects, bills of lading or other negotiable or mercantile instruments and to sell, endorse, transfer or otherwise deal with securities of the Central or any State Government or other local authority in India.
- To demand, sue for, enforce payment of, receive, remit and give effectual receipts and discharges for all interest, dividends, moneys, securities for money, debts, goods, chattels and personal estate of or to which the Company is now or may hereafter become possessed or entitled or which is or may become due, owing, payable or transferable to the Company from any person or persons or Corporation or the Central or any State Government or other local authority in India.

To institute, prosecute, enforce, defend, answer or oppose all actions and other legal proceedings and demands touching any of the matters aforesaid or any other matters in which the Company is now or may hereafter be interested or concerned and also to refer to arbitration, submit to judgment or become nonsuited in any such action or proceedings as aforesaid and for such purpose to appear before any Judges, Magistrates, Consuls or other Officers in any Court or Consulate.

To execute, sign, enter into, acknowledge, perfect and do all such deeds, assurances, guarantees, agreements, instruments, contracts and receipts and all other acts and things as shall be requisite in relation to all or any of the purposes or matters aforesaid, including all such further acts and things as may be deemed expedient for recording, registering or otherwise completing and giving validity thereto.

Singh Hariinde I.F.S. Forest Officer Divisi prest Division Amri ar

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स्पार नदन सिंह KUMAR NANDAN SINGH प्रारेशिक प्रबंधक (गेटेल) Territory Manager (Retail) रिरालियम कॉपरिशन लिमिटेड

Bharat Petroleum Corporation Ltd. सुब्बी पिंड, जालब्धर-144009, Suchi Pind, Jalandhar-144009

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Dated this day of November, 2013

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From .

Bharat Petroleum Corpn. Ltd.

To:



POWER OF ATTORNEY

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Harjinder Singh I.F.S. **Divisional Forest Officer** Amritsar Forest Division Amritar





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Dated this (), due of $s_{\alpha_1\alpha_{\alpha_1}\alpha_{\alpha_2}}s_{\alpha_1\alpha_3}$

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From

Shri Arun Kumar Singh

To :

Shri, Kumar Nandan Singh

POWER OF ATTORNEY

GOVE OF

0) Harjinder Singh Divisional Forest Officer Amritsar Forest Division Amritsar

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To operate on any subsisting banking account and on any new banking account and to draw, make, accept, execute, endorse, discount, hegotiate, retire, pay, satisfy, issue and assign cheques, drafts, orders for payments or delivery of money, bills of lading, bills of exchange, promissory notes, hundles, interest and dividend warrants and other negotiable or transferable instruments or securities.

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To concur in doing any of the acts and things hereinabove mentioned in conjunction with any other person or persons interested in the premises.

9. From time to time to substitute and appoint any person or persons to act under or in place of the said attorney in respect of all or any of the matters above mentioned and to revoke every such substitution at pleasure and appoint others.

AND the Company hereby ratifies and confirms and agrees to ratify and confirm hereafter all and whatsoever the said Attorney or his substitute or substitute **IDAN** lawfully do or cause to be done in or about the premises by virtue of these presents and declare that these presents shall at all times be conclusively binding in favour of suitaparties, who have not received notice of revocation of this power.

IN WITNESS WHEREOF the Company has caused it Common Seal to be hereunto anti-

THE COMMON SEAL of the above named BHARAT PETROLEUM CORPORATION LIMITED was pursuant to the Resolution of the Directors of the said Company passed in that behalf on 28th September, 2018, hereunto affixed in the presence of Shri. K. Padmakar, Director (Human Resources) and Counter signed by Shri. M. Venugopal, Company Secretary

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Harjinder

Divisional Forest Officer Amritsar Forest Division

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Countersigned by :

M. Mungopa M. Venugopal Company Secretary



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NOTED & REGISTERED Sr. No. 30 September 99 Data 15. NOV 2018

Territory Manager (Retail)

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भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड Bharat Petroleum Corporation Ltd. सुची पिंड, जालचर-144009,Suchi Pind, Jalandhar-144009

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