

SINGII of Mumbai SEND GREETINGS :

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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 Scal 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 carried on by the Company in India including the power from time to time to appoint and remove at pleasure any substitute 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.

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Divisional Forest Office Muktsar Forest Division Sri Muktsar Sahih

NOW KNOW YE AND THESE PRESENTS WITNESS AS FOLLOWS:-

By virtue of and in exercise of the aforesaid power given to me, P the said ARUN do hereby nominate, constitute and appoint VIKRANT HATE (STAFF NO. 8728) son of SHRI BHAGWAN HATE (hereinafter referred to as "the KUMAR SINGH 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 :-

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- 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 1.
- 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. 2. 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

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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 non-suited 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, 6. 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 hereinaboye mentioned in 7. 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 Attomey 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.

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IN WITNESS WHEREOF I have hereunto set my hand and seal this 2019, at Mumbai.

31 MAY 2019f,

for and on behalf of)(BHARAT PETROLEUM CORPORATION LIMITED

X X X Arun Kumar singh Constituted Attomey in the presence of : BEI Name G. H. Shukla Aren Gr Mumice No. 12 G. H. SHUKI NOTARY GREATER MUMBAL Jageamba Bhavan, Ground Floor, Ganyatrao Kadam Marg, Lower Parel, MUMBAL. 400 013 -MAY 2019 Sr. Divisional Forest Officer Deleci Muktsar Forest Division

by the above named

SIGNED SEALED AND DELIVERED

as

Sri Muktsar Sahib

ime G. H. Shukla ran Gr. Mumbai 190 No 121/84

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- 7. To operate on any subsisting banking account and on any new banking account and to draw, make, accept, execute, endorse, discount, negotiate, 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.
 - 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 sald Attorney or his substitute or substitute lawfully do or cause to be done in or about the premises by virtue of these presents declare that these presents shall at all times be conclusively binding in favour of drift parties, who have not received notice of revocation of this power.

IN WITNESS WHEREOF the Company has caused it Common Seal to be hereunto attime on this NOV 2000 November Two Thousand and Eighteen.

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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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Director (Human Resource

Countersigned by :

K. Padmakar

M. Venugopa

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Company Secretary



From :

Bharat Petroleum Corpn. Ltd.

To:

Arun Kumar Singh







भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड (भारत सरकार का उद्यम)



BHARAT PETROLEUM CORPORATION LTD.

(A GOVT. OF INDIA ENTERPRISE) Bathinda Retail Territory

Annexure – G 1

LOI GENERAL: CATEGORY "A" SITE ROS

BRT.LOI.NRO.REGULAR.CC.ADVT2018.423.OPEN.MALOUT.SRI MUKTSAR SAHIB

11.11.2019

MRS. POOJA RANI

W/O VINOD KUMAR, #370, NANAK DIPU WALI GALI, WARD-17, MALOUT, MUKTSAR, PUNJAB, 152107 (M- 9780014415, EMAIL- gargrohan0005@gmail.com)

Dear Sir/Madam,

To,



SUB: PROPOSED MS/HSD RETAIL OUTLET DEALERSHIP AT LOCATION: WITHIN MALOUT CITY(WML), FROM BATHINDA CHOWK-MALOUT SUGER MILL, DISTRICT: SRI MUKTSAR SAHIB, STATE – PUNJAB, CATEGORY: OPEN, REGULAR.

We refer to our advertisement dated 25.11.2018 and your application form No. 15442657309071 for the award of MS/HSD Retail Outlet dealership at the above location and the subsequent Bid opening held at HOTEL COUNTRY INN & SUITES, OPPOSITE BPCL DEPOT, NEAR JASSI PAUWALI CHOWK, MANSA ROAD, BATHINDA-151001 on 01.07.2019.

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:-

1. You have offered a suitable piece of land admeasuring **20** meters approx. (frontage) x **20** mtrs (depth) at KHASRA NO 451//2/1 (6-13), KHEWAT NO - 1644/1689, KHATOUNI NO 0 2950, VILLAGE- MALOUT, TEHSIL- MALOUT, DIST- MUKTSAR 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 Divisional Forest Office Muktsar Forest Division withdrawn. (For Group 1)

2. As and when advised by the Corporation, the site offered by you should be dy were any of a high a state of the site offered by you should be dy a state of the site offered by you should be dy a state of the site offered by you should be dy a state of the site offered by you should be dy a state of the site offered by you should be dy a state of the site offered by you should be dy a state of the site offered by you should be dy a state of the site offered by you should be dy a state of the site offered by you should be dy a state of the site offered by you should be dy a state of the site of the site offered by you should be dy a state of the site of the 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)/11(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 and 11 months with renewable option 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 putting 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 फूस मंडी, भठिण्डा फोन : 0164–2430366, 2430370 फेक्स : 0164–2430061, 2430241

रजिस्टर्ड ऑफिस बा, भाउण्डा फानः 0164—2430366, 2430370 फरसः 0104—2430001, 2400217 रजिस्टर्ड ऑफिस बुसुरत भवन, 4 एवं 6 करीमभॉय रोड़ बेलार्ड, इस्टेट, मुम्बई 400001 फोनः 22713000, 22714000 फैक्स 22 के बेलार्ड, इस्टेट, मुम्बई 400001 फोनः 22713000, 22714000 फैक्स ईमेल : info@bharatpetroleum.in वैब : www.bharatpetroleum.in सीआईएन : L23220MH1952GO1008931

Phoos Mandi, Bathinda - 151001 Phone : 0164-2430366, 2430370 Fax : 0164-2430061, 2430241 Phoos Mandi, Bathinda - 151001 Phone : 0164-2430366, 2430370 Fax : 0164-2430061, 2430241 Registered Office : Bharat Bhawan, 4 & 6 Currimbhoy Road, Ballard Estate, Mumbai - 400001 Phone 22713000, 22714000 Fax : 22713837 E-mail : info@hbarata.tu E-mail : info@bharatpetroleum.in Web : www.bharatpetroleum.in CIN : L23220MH1952GO1008931

is no commitment from **BHARAT PETROLEUM CORPORATION LIMITED**, for taking the said land from you.

 BHARAT PETROLEUM CORPORATION LIMITED will develop the retail out let at the above location KHASRA NO 451//2/1 (6-13), KHEWAT NO - 1644/1689, KHATOUNI NO 0 2950, VILLAGE- MALOUT, TEHSIL- MALOUT, DIST- MUKTSAR on the said site to be taken on lease by BHARAT PETROLEUM CORPORATION LIMITED with appropriate structures, storage tanks and pumps.

Additional facilities (site specific) may also be developed by BHARAT PETROLEUM CORPORATION LIMITED on its sole discretion such as Canopy, Service Station or any other facility as may be decided by BHARAT PETROLEUM CORPORATION LIMITED from time to time.

- 4. For the facilities that may be provided by the Corporation as aforesaid, you would 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. 435.83/KL** for MS and Rs. **363.19/KL** for HSD.
- 5. 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.
- 6. You will provide at the retail outlet other mandatory facilities like.
 - a. Clean drinking water with Water Purifier.
 - b. Calibrated Digital Free Air Facility.
 - c. Telephone.
 - d. First aid kit with valid medicines.
 - e. Electricity connection with separate transformer and adequate illumination.
 - f. PUC facilities, wherever it is mandatory.
 - g. Umang/ FINO Banking Services, Quick Oil Change Facility.
 - h. DG Set or Solar Power Backup
 - i. Clean Toilets, Paver Cleaning machine.
 - j. Lockers for DSM/ Staff, Proper seating arrangement for BPCL/Other officials.
 - k. Other facilities as may be specified by the Corporation from time to time.
- 7. You will ensure all financial and other arrangements for operating the retail outlet dealership. In case you are unable to arrange funds required for development of desired infrastructure and facilities at the Outlet allotted and the working capital for operation of the outlet as mentioned in the Advertisement for the location, this LQI can be withdrawn and you will have no claim/damages whatsoever against the Oil Company.
- 8. 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 the approval of the

Divisional Forest Office Muktsar Forest Division Sri Muktsar Sahib

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Company, except your spouse as per terms and conditions of the BHARAT PETROLEUM CORPORATION LIMITED.

9. 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 en ployment and produce the letter of acceptance of resignation by the employer before the issuance of Letter of Appointment by the Oil Company.

- 10. 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.
- 11. You will deposit with us a Demand Draft for **Rs 5.00 Lakh** drawn on any scheduled bank in favour of **BHARAT PETROLEUM CORPORATION LIMITED** payable at **BATHINDA** towards security Deposit (after setting off 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.
- 12. You will also remit an amount of **Rs. 33,10,000/-** towards Non-refundable Bid amount, by way of a Demand Draft for **Rs 33,10,000/-** drawn on any scheduled bank in favour of **BHARAT PETROLEUM CORPORATION LIMITED** payable at **BATHINDA** within 15 days of receipt of NOC.
- 13. 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.
- 14. If we find that the progress made by you towards the above is not to our satisfaction, this offer is liable to be withdrawn.
- 15. 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.
- 16. This letter of intent will stand automatically withdrawn and cancelled on the happening of any of the following events:-

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- a) If it is found that you have suppressed and / or misrepresented any material facts in your
- b) In case you are found to be convicted for any criminal / economic offence involving moral
- c) In the event of death if you are an individual/partner.
- 17. 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.

18. 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.

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

BHARAT PETROLEUM CORPORATION LIMITED POL DEPOT, PHOOS MANDI, JASSI PAUWALI, NEAR KARTAR SINGH WALA RAILWAY STATION, MANSA ROAD, BATHINDA-151001

Please note the following:

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 (Field Verification of Credentials).

Please acknowledge receipt of this letter.

Thanking you,

Yours faithfully For BHARAT PETROLEUM CORPORATION LIMITED DULY CONSTITUTED ATTORNEY

VIKRAN

TM (RETAIL) BATHINDA

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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.

Signature:

Place: BATHINDA

Date: 11.11.2019

Name : MRS. POOJA RANI

REF: BRT.LOI.NRO.REGULAR.ADVT2018.423.OPEN.MALOUT.SRI MUKTSAR SAHIB dated: 11.11.2019



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