



Ref :BNI.NRO.CC-OPEN-REGULAR-294-15457289802348

Date : 31-05-2021

To

SHRI MANOJ UPADHYAY
S/o LATE SATISH CHANDRA UPADHYAY
VILL- GOPIDIH, PO.- KORANE, PS.- CHANDRAMANDIH
DIST.- JAMUL, PIN- 811303 (MOB.: 9304288090)

LETTER OF INTENT

Dear Sir,

Sub : Proposed MS/HSD Retail Outlet Dealership at Location: BETWEEN CHAKAI & JHARKHAND BORDER ON NH-333, District JAMUI State BIHAR Category :OPEN, Type of RO: REGULAR, Type of Site: CC

We refer to our advertisement dated 25-11-2018 and your application form No. 15457289802348 for the award of MS/HSD Retail Outlet dealership at the above location and the subsequent Bid opening held at Hotel Kapson, Dist.- Begusarai on 05.07.2019.

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 35 meters approx.(frontage) X 45 mtrs approx. (depth) at Khata No. 5, 3, 2 Plot No. 101, 103, 104, 107, 108, 110, 112 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have to make available this land within 2 months from the date of this letter failing which this offer is liable to be withdrawn.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)

Shubhang Out Pandey

बरौनी (रिटेल) टेरिटरी, एन.एच.-31, पो.ऑ.-पपरा, जिला-बेगूसराय, पिन-851210 (बिहार)

फोन : (06243) 244722/243818/245473/242047, टेलि-फैक्स : (06243) 244722

पंजीकृत ऑफिस : भारत भवन, 4 - 6, करीमबाय रोड, बेलार्ड इस्टेट, पोस्ट बॉक्स क्र 688, मुंबई - 400 001

Barauni Retail Territory, NH-31, AT & P.O.- Papraur, Dist. - Begusarai, PIN - 851210 (Bihar)

Tel.: (06243) 244722/243818/245473/242047, Tele-Fax : (06243) 244722

Registered Office : Bharat Bhawan, 4 & 6, Currimbhoy Road, Ballard Estate, P.B. No. 688, Mumbai - 400 001

Manoj Kumar Upadhyay

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)/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 11 month 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 is no commitment from Bharat Petroleum Corporation Limited, for taking the said land from you.

3. Bharat Petroleum Corporation Limited will develop the retail out let at the above location **"BETWEEN CHAKAI & JHARKHAND BORDER ON NH-333, District JAMUI"** 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.

4. For the facilities that may be provided by the Corporation as aforesaid, we will recover from you 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. 472.77/KL for MS and Rs. 393.97/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.

Shubhang Dutt

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11. You will deposit with us a Demand Draft for Rs 4,50,000 (Rupees Four Lakh Fifty Thousand only) drawn on any scheduled bank in favour of Bharat Petroleum Corporation Limited payable at Begusarai 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.
12. You will also remit an amount of Rs. 65,01,105/- (Sixty Five Lakh One Thousand One hundred Five only) towards Non-refundable Bid amount, by way of a Demand Draft for Rs 65,01,105/- drawn on any scheduled bank in favour of Bharat Petroleum Corporation Limited payable at Begusarai 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.

Shubhang Dutt Pandey

Manoj Kumar Srivastava

Manoj Kumar Srivastava

16. This letter of intent will stand automatically withdrawn and cancelled on the happening of any of the following events:-

- a) In case you or your close relatives like spouse, unmarried son(s) and unmarried daughter(s) receive anytime or have received a letter of intent for any other dealership or distributorship from our company or any other oil company either in your individual capacity or in partnership with any other individual(s).
- b) If it is found that you have suppressed and / or misrepresented any material facts in your application.
- c) In case you are found to be convicted for any criminal / economic offence involving moral turpitude.
- d) In the event of death if you are an individual/partner.

17. In case you are not able to provide the developed land within the specified time or fail to fulfill of terms & conditions of LOI or withdraw for any reason, then LOI can be withdrawn and selection cancelled. 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.

8. 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.

Shubhang Dutt Pandey

Manoj Kumar Srivastava

Manoj Kumar Srivastava

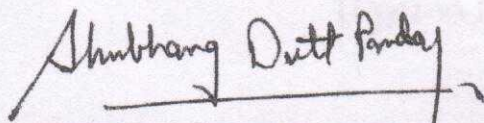
Should you require any further details / guidelines, please get in touch with our office at the address mentioned below :

Bharat Petroleum Corporation Limited
Barauni (Retail) Territory
NH-31, At & PO.-Papraur
Dist.- Begusarai, Bihar, Pin- 851210

Please acknowledge receipt of this letter.

Thanking you,

Yours faithfully
For .Bharat Petroleum Corporation Limited



SHUBHANG DUTT PANDEY
TERRITORY MANAGER (RETAIL), BARAUNI

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