

भारत पेट्रोलियम कारपोरेशन लिमिटेड

(भारत सरकार का उपक्रम)
लखनऊ टेरिटरी (रिटेल)



BHARAT PETROLEUM CORPORATION LIMITED
(A GOVT. OF INDIA ENTERPRISES)
Lucknow Territory (Retail)

LOI: CATEGORY SC/ST

Ref: LRT.LKO.LOI.961.DHAWAPUR

Date: 08.03.2019

To
Smt Rekha Chhagla
W/o Shri Sumati Narayan Chhagla
T-2/407 Aditya Royal Heights,
Sector-2B, Vrindavan Yojna
Lucknow - 226002
Mobile No: 9918297737
Email Id: rekha.chhagla.2022@gmail.com



Dear Madam,

Sub: Proposed MS/HSD Retail Outlet Dealership at Location: Village Dhawapur on Bani-Mohanlalganj Road, from Bani towards Mohanlalganj, LHS (Rural) District - Lucknow, State - Uttar Pradesh Category: SC

We refer to our advertisement dated 25.11.2018 and your application form No. 15445162415279 for the award of MS/HSD Retail Outlet dealership at the above location and the subsequent Bid opening / draw of lot held at Hotel Savvy Grand, Near Madhurima Sweets, Vibhuti Khand, Lucknow on 05.02.2019.

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 approx. 45 meters (frontage) X 45 meters (depth) at Khasra no.268, situated at Vill - Dhawapur (Bijnor), Tehsil - Sarojini Nagar, Dist - Lucknow 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have to make available this land within 2 months from the date of this letter failing which this offer is liable to be withdrawn.
2. 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 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 BPCL 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Outlet is not made available for lease/purchase as per the advice of the Corporation, this Letter of Intent will be withdrawn without any further notice.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 BPCL for taking the said land from you.

94, महात्मा गाँधी मार्ग, लखनऊ - 226 001

रजिस्टर्ड कार्यालय भारत भवन, 4 एवं 6, कशीमभाई रोड, बेलाई, मंबई - 400 001 दूरभाष : 2271300, 22714000

94, Mahatma Gandhi Marg, Lucknow-226001

Registered Office : Bharat Bhawan, 4&6, Currimbhoy Road, Ballard Estate, Mumbai-400 001 Phone: 22713000, 22714000

CIN-L23220MH1952GO1008931

3. BPCL will develop the retail outlet at the above location on the said site to be taken on lease/purchase by BPCL with appropriate structures, storage tanks and pumps.

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

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. 435.33 /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 Generator, Compressor with electric gauge for air filling, clean drinking water, Maintenance of Neat & Clean Toilet, Telephone, etc.
7. For enabling you to operate the dealership, Working capital, as may be determined by the Corporation at its sole discretion to be utilized only for the purpose of taking delivery of MS/HSD/Lubes from the Corporation to maintain supply.

The above working capital will carry interest as per the policy of the Corporation.

The aforesaid working capital along with the interest will be repayable by you in 100 equal monthly instalments commencing from the 13th month of commissioning of the dealership.

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 Company, except your spouse as per terms and conditions of the BPCL
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 employment 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 2.0 Lakhs drawn on any scheduled bank in favour of Bharat Petroleum Corporation Limited payable at Bareilly 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

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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 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.
13. If we find that the progress made by you towards the above is not to our satisfaction, this offer is liable to be withdrawn.
14. 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.
15. 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.
16. 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.
17. 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:

Territory Manager (Retail), Lucknow
Bharat Petroleum Corporation Limited
UPSCIDCO Building, TC/46V
5th Floor, Vibhuti Khand
Gomti Nagar,
Lucknow – 226010

Surya Prasad
For and on behalf of
BHARAT PETROLEUM CORPORATION LTD.
Attorney
17/9/19

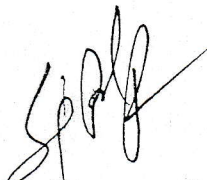
Note : You have one time option to offer alternate land meeting all specifications in the advertised location/stretch within 90 days of this LOI provided you have not availed such opportunity of providing alternate land after FVC.


Please acknowledge receipt of this letter.

Thanking you,

Yours faithfully

For Bharat Petroleum Corporation Limited


Territory Manager (Retail), Lucknow


Suraj Bhatnagar
For And on behalf of
BHARAT PETROLEUM CORPORATION LTD.
17/9/19 Attorney

