



Indian biofuel company (Marketing Division)

(IBFO biofuels pvt. Limited)

CIN - U01100BR2019PTC043669

Patna office: 2nd floor Grand plaza 2006, Dakbangla Chouraha Patna 800001

contactus: 8709842228, 8406013455 / mail: indianbiofuellimited@gmail.com

LOI GENERAL: CATEGORY "B" TYPE ROC

Date-18.11.2019

Ref: IBFO/BR12/2019-20/SUKHPUR

(WITHIN Supaul BLOCK) ON SH 66 /LOI

To, Mrs. Sucheta chand

W/O Suman Kumar Chand

At + Post – Sukhpur Solhani

P.S - Supaul , Dist - Supaul

PIN: 852130, BIHAR

Dear Sir,

**Sub: Proposed MS/HSD Retail Outlet Dealership at Location: Supaul to Sukhpur Solhani,
Post – Sukhpur Solhani, P.S - Supaul, On SH - 66, District: Supaul, State: Bihar**

We refer to our advertisement dated 16.10.2019 and your application form No. IBFO00000012 for the award of MS/HSD Retail Outlet dealership at the above location on **18.11.2019**.

Please be informed that by this Letter of Intent, we propose to offer you a Retail outlet dealership of IBFO biofuels private Limited at the above location on the following terms & conditions:-

You have offered to arrange a suitable piece of land admeasuring 625 Square meters approx.(frontage) 25 meter, 25 meter (depth) at Khata No : 825, Plot No : 5289,5658, Thana no.- 188, Mauza- Sukhpur Solhani as indicated by you in the application for the development of the subject Retail Outlet. You have to make available this land within 4 months from the date of this letter failing which this offer is liable to be withdrawn. (For Group 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.

As and when advised by the Company, 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 site conditions as per approval of company as committed under clause 12(e) of affidavit submitted by you along with



www.indianbiofuels.com



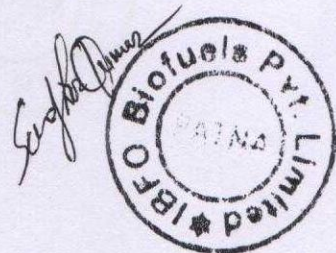
application kindly note that incase the site as offered by you for putting up the retail outlet is not developed as per the advice of the Company this Letter Of Intent will be withdrawn without any further notice:

1. 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/licenses as applicable in each case.
2. In addition, you will also provide the following basic facilities at your co state the Retail Outlet premises:-
 - a. Clean drinking water.
 - b. Free Air
 - c. Clean toilet.
 - d. Telephone.
 - e. First aid kit with valid medicines.
 - f. Adequate illumination.
 - g. PUC facilities.
 - h. Other facilities as may be specified by the Company from time to time.
3. Additiponal facilities (site specific) like Canopy, Service Station or any other facility as may be decided by IBFO biofuels private Limited(Indian biofuel company) from time to time would also be required to be developed by you.
4. IBFO biofuels private Limited will provide storage tanks and pumps and other facilities considered necessary at the Retail Outlets.
5. For the facilities that may be provided by the Company as aforesaid, you will be required to pay license fee as may be decided by Company and applicable to you from time to time. At present, the license fee (incl.GST) recoverable is 5.90 Lakhs.
6. The company 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.
7. You will ensure all financial and other arrangements for operating the retail outlet dealership. In case it is found that 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 Biofuel 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 approval of the Company, except your spouse as per terms and conditions of the IBFO Biofuels private 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 employment and produce the letter of acceptance of resignation by the employer before the issuance of Letter of Appointment by the biofuel Company.

10. You will deposit with us a Demand Draft/cash/cheque for Rs 5.00 Lakhs drawn on any scheduled bank in favour of IBFO biofuels private Limited payable at Patna. towards security Deposit (after setting of the Initial Security Deposit will not carry any interest and is refundable at the time such expiry of agreement is consequent to prove 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.
11. You will also remit an amount of Rs.5.00 lakhs towards Non-refundable fixed fee, by way of a Demand Draft for Rs5.00 Lakhs drawn on any scheduled bank in favour of IBFO biofuels private Limited payable at patna within 15 days of receipt of NOC.
12. You will be notified by the company, 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 company, 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 fulfill the conditions with regard to induction 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 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 biofuel distributorship from our company or any other biofuel 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 Biofuel distributorship of our company or any other Biofuel 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.
16. 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 withdrawn 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.

17. You will not sell/lease/mortgage the said land to any third party without IBFO biofuels private Limited permission in writing, so long as the agreement (DPSL) is valid and IBFO biofuels private limited facilities continue at the site.
18. In case of termination of/resignation from the dealership, within 3 months of disassociation from IBFO biofuels private 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 then prevailing market value of the land and the structures standing thereon.
19. 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 guideline) 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/distributorship 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:

IBFO Biofuels private Limited (CIN: U01100BR2019PTC043669)
2nd floor 2006 GRAND PLAZA, FREZER Road Dakbanglow choraha
Patna-800001

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

Please acknowledge receipt of this latter. Thanking you

Your's faithfully
IBFO biofuels private Limited

Sudhir Kumar
Sudhir kumar
Director(Retail)

