

LETTER OF INTENT:-

Registration No:-BR/2019/12/21

Date:-15-02-2020

TO,

Mr.-Ajit Kumar

S/o:-Kishori Yadav

Add-Mauza:-Samda P.s-Gurua

Distt:-Gaya

Pin:-824231

Mob:-9801997668

Dear Sir,

Subject: Proposed Bio Diesel Retail Outlet Dealership at Location:-Gaya To Sherghati Road
Plot No:-647 Khata No:-02 Mauza:-samda District-Gaya State-Bihar

Please be informed that by this Letter of Intent, we propose to offer you a Bio-Diesel Retail outlet dealership of **NX100 PACIFIC BIOFUEL PVT LTD.** At the above Location on the following terms & condition:-

1. You have offered a suitable piece of land admeasuring 35 meters approx(frontage)× 35 meters (depth) at survey plot No:-647 Khata No:-02 Mauza:-Samda P.s-Gurua Distt-Gaya as indicated by you in the application for the development of the subject Bio-Diesel Retail outlet. You have to make available this land within 2 months from the date of this letter failing which this liable to be withdrawn.
2. For making the land available as required above,you will ensure that the land arrange by you is either registered in your name or it should be leased to you for a minimum period 19 years 11 months years.
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/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 condition 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for putting up the Retail Outlet is not developed as per the advice of the corporation this Letter of Intent will be withdrawn without any further notice.

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CONTACT :- 9711235843, 9717284365, E-mail :- greendieselnx100@gmail.com
Website : www.pacificbiofuelnx100.com

4. 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 clearance/approvals/licenses as applicable in each case.

4. In addition, you will also provide the following basic facilities at your cost at the Retail Outlet premise:

- a. Clean drinking water.
 - b. Free Air
 - c. Clean Toilet. Male/ Female Saprete.
 - d. Telephone.
 - e. First aid kit with valid medicines.
 - f. Adequate illumination.
 - g. PUC facilities. wherever it is mandatory
 - h. Other facilities as may be specified by the corporation from time to time
6. Additional facilities (site specific) like canopy, service station or any other facilities as may be decided by **NX100 PACIFIC BIOFUEL PRIVATE LIMITED**. From time to time would also be required to be developed by you.
7. **NX100 PACIFIC BIOFUEL PRIVATE LIMITED**. Will provide storage tanks and pumps and other facilities considered necessary at the Retail Outlet on your own cost.
8. For the facilities that may be provide by the corporation 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(ind.GST) recoverable.
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 cause of the failure or delay.



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10. You will ensure all financial and other arrangement for operating the Retail Outlet dealership. In case it is found that be 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/damage whatsoever against the oil company.

11. You shall not induct any partners in case of individuals nor make any changes in the constitution of the partners as existing at the time of applicable without approval of the company except your spouse as per terms and condition of the **NX100 PACIFIC BIOFUEL PRIVATE LIMITED**.

12. It will always be a basic condition for the award **NX100 PACIFIC BIOFUEL** 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 written undertaking to this effect and shall not assign or part with the same to any other persons.

You will not be eligible for taking up any employment. if you 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.

13. You will deposit with us a Demand Draft for Rs. 5,00,000/- & 18% GST (Five Lakhs & 18% GST) drawn on scheduled Bank in favour of **NX100 PACIFIC BIOFUEL PRIVATE LIMITED**. Payable at Patna. Toward security Deposit at the time of issuance of appointment letter after compliance of all the requirement of LOI kindly note that the security deposit will not carry any interest and is refundable at the time expiry of agreement between you and the corporation however if such expiry of agreement consequent to proven adulteration/malpractice at the dealership this amount will be for moreover this corporation reserve its right to adjust this amount towards any dues to it.

14. You will also remit an amount of Rs. 5,00,000/- (Rupees Five Lakhs)towards Non-refundable Fixed by way of a Demand Draft for 18% GST drawn on any scheduled bank in favour of **NX100 PACIFIC BIOFUEL PRIVATE LIMITED**. Payable at patna within-60 days of receipt of Noc.

15. You will also 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 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.

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

17. Please note that you are required to fulfill the conditions with regards to inducting spouse as co-owner the dealership before issuance of Letter of Appointment.

18. In case you are not able to provide the land/develop facilities within the specified time or fail to fulfill terms & conditions of LOI then LOI can be withdrawn in such situation Initial security Deposit would be forfeited.

The Initial Security Deposit would also be forfeited if you are unable to submit the total amount within the stipulated time or withdrawn for any reason your selection would be treated cancelled and LOI withdrawn. The LOI would also withdrawn and selection cancelled. If you are unable to submit the Non-refundable fixed fee within the stipulated time in such situation Initial Security Deposit would be forfeited.

19. You will not sell/ lease/ mortgage the said land to any third party without **NX100 PACIFIC BIOFUEL PRIVATE LIMITED** permission in writing so long as the agreement (DPSL) is valid and **NX100 PACIFIC BIOFUEL PRIVATE LIMITED**. Facilities continue at the site.

20. In case of termination of resignation from the dealership within 3 months of disassociation from **NX100 PACIFIC BIOFUEL PRIVATE LIMITED**. You will execute a lease the land together with structure thereon to the company if the company so desire 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 structure standing thereon.

21. 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 your complying with the terms & conditions spelt out herein above by issuance of appointment letter along with signing of our standard agreement between you and us.

22. 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/members of your family unit (as defined in the 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, damage, etc in case of cancellation of allotment in such an eventuality.

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(This clause is applicable for those dealership/ distributorship against whom proceeding are pending as confirmed in the applicable).

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

Patna corporate office, NX100 PACIFIC BIOFUEL PRIVATE LIMITED N4 4th Floor Chandi Vyapar Bhawan Exhibition Road Patna, Bihar

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,

Ajit Kumar

Your faithfully

Director

NX 100 PACIFIC BIOFUEL PVT. LTD.

RAJESH KR. GUPTA

(Director)