

सदर में

17.9.2022

अपर प्रधान मुख्य वन संरक्षक (कैम्पा)

सह-नोडल प्राधिकारी (वन संरक्षण) बिहार, पटना

दिनांक- 13/09/2022

विषय-

श्री विजय कुमार सिंह द्वारा जमुई जिलान्तर्गत खैरा मौजा के खाता संख्या-01 खैरा संख्या-69/1, थाना खैरा में खैरा-छोडिहा पथ के किनारे BPCL का रिटेल आउटलेट स्थापित करने के क्रम में पहुँच पथ निर्माण हेतु वन (संरक्षण) अधिनियम, 1980 के तहत 0.01125 हे० वन भूमि अयोजन प्रस्ताव पर सैद्धान्तिक स्वीकृति प्राप्त करने के संबंध में।

प्रसंग-

आपका कार्यालय पत्रांक 481 दिनांक 14.06.2021

महाशय,

प्रसंगाधीन पत्र के माध्यम से विषयाधीन प्रस्ताव पर पृच्छा की गयी है जिसका निराकरण प्रतिवेदन निम्नवत् समर्पित कर रहा हूँ-

क्रम सं०	प्रश्न	उत्तर
1	The proposal is made under 'Others' category instead of 'Approach/Access'. So Kindly correct the Category of the proposal.	Online प्रविष्टि करने के क्रम में category चुनने में भूल हुआ है जिसे सुधान करना संभव नहीं हो पा रहा है।
2	Total period for which the forest land is proposed to be diverted (in years) is not mentioned in the online application of the proposal. It may be updated.	वर्तमान में 49 वर्ष के लिये आवेदन किया गया है कि अग्रिम का विस्तार परस्पर सहमति से किया जायेगा। Online में भी मेरे द्वारा प्रविष्टि कर दी गयी है।
3	Correct copy of document in support of the competence/authority of the person making this application to make application on behalf of the user agency may be uploaded in the online application of the proposal.	'Letter of Intent' इस पत्र के साथ संलग्न है। Online में भी मेरे द्वारा प्रविष्टि कर दी गयी है।
4	Proper justification for locating the project in forest land is to be uploaded in the online application of the proposal.	Forest land से संबंधित Justification इस पत्र के साथ संलग्न है। Online में भी मेरे द्वारा प्रविष्टि कर दी गयी है।
5	Information related to employment generation (Permanent-1 person and Temporary-2) person days) has been mentioned in online application, which does not seems to be correct. Please upload the correct information.	लगभग 12 लोगों को स्थायी रोजगार मिलने की संभावना है Online में भी मेरे द्वारा सुधार कर दिया गया है।
6	NOCs from PWD and State Pollution Control Board in respect to the proposed project may be uploaded with the online proposal.	PWD एवं State Pollution Control Board से संबंधित अनापत्ति प्रमाण पत्र Stage-II के पूर्व समर्पित कर दिया जायेगा।
7	Please justify the CA scheme of Rs. 7,38,453/- for 100 trees plantation.	पर्यावरण वन एवं जलवायु परिवर्तन विभाग, बिहार के स्तर से उपलब्ध कराया जाना है।

अतः अनुरोध है कि उपर्युक्त के आलोक में मेरे प्रस्ताव पर Stage-I की स्वीकृति भारत सरकार से प्राप्त करने की कृपा की जाय।

आपका विश्वासी

Vijay Kumar
(विजय कुमार सिंह)

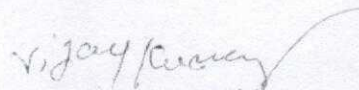
पिता- श्री भरत प्रसाद सिंह
ग्राम-कंडकोडो पोस्ट मंगोबंदर
थाना-खैरा, जिला- जमुई

Justification for Use of Forest Land

It is to certify that Bharat Petroleum Corporation Ltd. Retail Outlet at Khata No. 1, Plot No. 69/1, Thana- Khaira, Mauza Khaira to Location Within 2 KM From Khaira Towards Choudiha on Khaira-Chodiha Road District-Jamui State-Bihar. The Project envisages the use of Forest land for construction of approach road (i.e exit entry) to BPCL proposed retail outlet for diversion under forest (conservation) Act 1980 of 0.01125 ha of protected forest land for non forestry purpose. The requirement of forest land as proposed land unavoidable due to non-availability of any alternate land and is barest minimum required for the project.

Date:-

Place:- Khaira


(Vijay Kumar Singh)
S/o Shri Bharat Prasad Singh
At-Kerakado, PO-Mangobandar,
PS-Khaira, Dist-Jamui 811305

भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड
भारत सरकार का उपक्रम
बरोनी (रिटेल) टेरिटरी



BIHAR PETROLEUM CORPORATION LIMITED
A Govt. of India Enterprise
Barauni (Retail Territory)

Ref: BNI NRO DC-RURAL-122-15456555247960

Date: 04-03-2020

To

SRI VIJAY KUMAR SINGH
S/o SHRI BHARAT PRASAD SINGH
AT- KERAKADO, PO- MANGOBANDAR
PS- KHAIRA, DIST.- JAMUI
PIN-811 305 (BIHAR) MOB:9934482057

LETTER OF INTENT

Dear Sir,

Sub : Proposed MS/HSD Retail Outlet Dealership at Location: WITHIN 2 KM FROM KHAIRA TOWARDS CHOUDIHA ON KHAIRA-CHODIHA ROAD, District JAMUI State BIHAR Category : OPEN CC-1, Type of RO: RURAL, Type of Site: DC

We refer to our advertisement dated 25-11-2018 and your application form No. 15456555247960 for the award of MS/HSD Retail Outlet dealership at the above location and the subsequent draw of lot held at Not Applicable (Single Eligible Applicant).

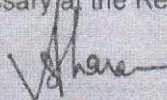
Please be informed that by this Letter of Intent, we propose to offer you a Retail outlet dealership of Bharat Petroleum Corporation Limited at the above location on the following terms & conditions:-

1. You have offered a suitable piece of land admeasuring 35 meters approx. (frontage) X 35 mtrs (depth) at Khata No. 1, Plot no. 69/1 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)

बरोनी (रिटेल) टेरिटरी, एन.एच.-31, पो.ओ.-पपरा, जिला-बेगूसराय, पिन-851210 (बिहार)
फोन : (06243) 244722/243818/245473/242047, टेलि-फैक्स : (06243) 244727
पंजीकृत ऑफिस : भारत भवन 4 & 6, करीमबीय रोड, बैलार्ड एस्टेट पोस्ट बॉक्स नं० 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) 244727
Registered Office : Bharat Bhawan, 4 & 6, Currimbhoy Road, Ballard Estate, P.B. No. 688, Mumbai - 400 001

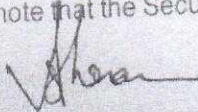
2. As and when advised by the Corporation, the site offered by you would be duly developed up to the road level by cutting/filling (as applicable), with good earth/murum, layer-wise compacted as per standard engineering practices. You shall also construct necessary retaining wall and compound wall of 1.5 meters height, designed as per site conditions as per approval of Corporation as committed under Clause 12 (e) 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.
3. 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/licences as applicable in each case.
5. In addition, you will also provide the following basic facilities at your cost at 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, 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 facility as may be decided by Bharat Petroleum Corporation Limited from time to time would also be required to be developed by you.
7. Bharat Petroleum Corporation Limited will provide storage tanks and pumps and other facilities considered necessary at the Retail Outlets.



8. For the facilities that may be provided by the Corporation as 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 (incl. GST) recoverable is Rs. 233.45/KL for MS and Rs. 194.54/KL for HSD.
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 the cause of the failure or delay.
10. You will ensure all financial and other arrangements for operating the retail outlet dealership.

In case it is found that the 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 Oil company.

11. 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 Bharat Petroleum Corporation Limited.
12. 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).
13. 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.
14. You will deposit with us a Demand Draft for Rs 4,00,000 (Rupees Four Lakhs 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.

15. You will also remit an amount of Rs. 5,00,000/- (Rupees Five Lakhs only) towards Non-refundable Fixed fee, by way of a Demand Draft for Rs 5,00,000/- (Rupees Five Lakhs only) drawn on any scheduled bank in favour of Bharat Petroleum Corporation Limited payable at Begusarai Within 15 days of receipt of NOC.

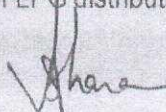
16. You will be notified by the corporation, in writing, after the facilities mentioned above are made available and are ready for commissioning the dealership. Immediately on receipt of the above notice from the corporation, you shall obtain each and every license necessary for operating your dealership as may be required under any central / state govt. / municipal or local authorities for the time being in force.

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

18. 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.

19. 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 LPG distributorship from our company or any other oil 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 LPG distributorship of our company or any other oil 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.

19. 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.

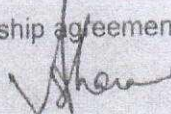
The Initial Security Deposit (ISD) would also be forfeited if you are unable to submit the total bidding amount within the stipulated time or withdraw for any reason, your selection would be treated as cancelled and LOI withdrawn.

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.

20. You will not sell/lease/mortgage the said land to any third party without Bharat Petroleum Corporation Limited permission in writing, so long as the agreement (DPSL) is valid and Bharat Petroleum Corporation Limited facilities continue at the site.

21. In case of termination of / resignation from the dealership, within 3 months of disassociation from Bharat Petroleum Corporation 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 the then prevailing market value of the land and the structures standing thereon.

22. 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.



23. 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 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, damages, etc. in case of cancellation of allotment in such an eventuality (This clause is applicable for those dealerships/distributorships 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 :

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

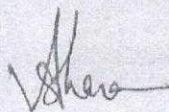
Note : You have one time option to offer alternate land meeting all specifications in the advertised location/stretch within 90 days of this LOI provided you have not availed such opportunity of providing alternate land after FVC.

Please acknowledge receipt of this letter.

Thanking you,

Yours faithfully

For . Bharat Petroleum Corporation Limited



Abhishek Sharan
Territory Manager(Retail), Barauni

लौह गैबियन वृक्षारोपण

1. प्रमंडल का नाम—	जमुई	6. लौह गैबियन की संख्या—	100
2. जिला का नाम—	जमुई	7. कुल पौधों की संख्या—	100 पौधा
3. प्रक्षेत्र का नाम—	जमुई	छतवन, सागवान, महोगनी, बकौन प्रजाति के पौधे	
4. वनरोपण स्थल का नाम—	गिद्धेश्वर से ललदोया पथ	8. पारिश्रमिक—	287 / मा0दि0
5. वृक्षारोपण स्थल की लम्बाई—	0.50 कि०मी०		

G.P.S. reading						N-24.846343 E-086.2666		N-24.5493 E-086.8809	
आईटम नं०	कार्य विवरण	इकाई	भौतिक लक्ष्य	मानक दिवस	इकाई दर		प्राक्कलित राशि		कुल राशि
					मजदूरी	सामग्री	कुल मजदूरी	कुल सामग्री	
20.0	(प्रथम वर्ष- 2021-22 अग्रिम-सह- समापन कार्य								
20.0.1	5' x 20' (जमीन के उपर) आकार का लौह गैबियन का निर्माण सामग्री एवं मजदूरी सहित।	प्रति गैबियन	100	0	0.00	2720	0	272047	272047
20.0.2	मृदा कार्य- 45 cm x 45 cm x 45 cm कड़ी मृदा (मिट्टी कोड़ना)	प्रति 1000 पौधा	100	87.9	25227	0	2523	0	2523
20.0.3	लौह गैबियन को वृक्षारोपण स्थल तक ढुलाई कर पी0सी0सी0 द्वारा जमीन में स्थापित करना।	प्रति 1000 पौधा	100	0.0	353000	0	35300	0	35300
20.0.4	पौधारोपण- 10 ग्राम डी0ए0पी0 एवं 7 ग्राम कीटनाशक मिट्टी एवं बर्मी कम्पोस्ट के मिश्रण के साथ।	प्रति 1000 पौधा	100	96.0	27552	2500	2755	250	3005
20.0.5	5-6' फीट उचाई के पौधों का कय, परिवहन एवं लोडिंग अनलोडिंग सहित इत्यादि। (20 प्रतिशत अधिक के साथ)	प्रति 1000 पौधा	100	0	0.00	150000	0	15300	15300
20.0.7	सूक्ष्म पोषक (micro nutrient)	प्रति 1000 पौधा	100	0	0.00	50000	0	5000	5000
20.0.8	बर्मी कम्पोस्ट (पीट में मिट्टी के साथ डालने हेतु) का कय परिवहन के साथ। प्रति पौधा 5 किलो ग्राम।	प्रति 1000 पौधा	100	0	0.00	50000	0	5000	5000
20.0.9	विविध कार्य (छायांकन इत्यादि)			0	0.00	0.00	0	5000	5000
20.0.10	विविध कार्य (पटवन एवं संबंधित सामग्री, डीजल इत्यादि का कय)	प्रति 1000 पौधा	100	0	0.00	80000	0	8000	8000
20.0.11	प्रथम वर्ष 500 पौधों के लगातार कोड़नी- निकौनी, मृत पौधा का बदलाव तथा 9 माह (जुलाई से मार्च तक) पटवन हेतु एक मजदूर (26 x 247 x 9)= 57798प्रति 500 पौधा, रासयनिक खाद्य एवं पटवन सामग्री, ठेला इत्यादि।	प्रति 1000 पौधा	100	468.0	134316	0	67158	0	67158
(प्रथम वर्ष- 2021-22) अग्रिम-सह- समापन कार्य का योग-							107736	310597	418333
20.1.0	(द्वितीय वर्ष- 2022-23 प्रथम वर्ष संपोषण कार्य								
20.1.1	500 पौधों के दो कोड़नी- निकौनी, मृत पौधा का बदलाव तथा 12 माह (अप्रैल से मार्च तक) पटवन हेतु एक मजदूर (26 x 247 x 12)= 77064प्रति 500 पौधा एवं पटवन सामग्री इत्यादि।	प्रति 1000 पौधा	100	624.0	179088	0.00	89544	0	89544
20.1.2	विविध कार्य (पटवन एवं संबंधित सामग्री, डीजल इत्यादि का कय)	प्रति 1000 पौधा	100	0	0.00	80000	0	8000	8000
20.1.3	मृत पौधा का बदलाव @ 150/- रु0 प्रति पौधा का 10 प्रतिशत पौधों का बदलाव= 15/- रु0 प्रति पौधा।	प्रति 1000 पौधा	100	0	0.00	15000	0	1500	1500
योग-							89544	9500	99044
10 प्रतिशत अतिरिक्त राशि-							9904		
(द्वितीय वर्ष- 2022-23) प्रथम वर्ष संपोषण कार्य का योग-							108948		
20.2.0	(तृतीय वर्ष- 2023-24) द्वितीय वर्ष संपोषण कार्य								
20.2.1	1 से 150 पौधा हेतु प्रति माह 5 मजदूरी	प्रति माह	100	5.0	287.00	0.00	17220	0	17220
20 प्रतिशत अतिरिक्त राशि-							3444		
(तृतीय वर्ष- 2023-24) द्वितीय वर्ष संपोषण कार्य का योग-							20664		
20.3.0	(चतुर्थ वर्ष- 2024-25) तृतीय वर्ष संपोषण कार्य								
20.3.1	1 से 150 पौधा हेतु प्रति माह 5 मजदूरी	प्रति माह	100	5.0	287.00	0.00	17220	0	17220
20.3.5	पेंटिंग आदि विविध व्यय	प्रति गैबियन				100.00		11638	11638
योग-							28858		
30 प्रतिशत अतिरिक्त राशि-							8657		

सारांश	
(प्रथम वर्ष- 2021-22) अग्रिम-सह- समापन कार्य का योग-	418333
(द्वितीय वर्ष- 2022-23) प्रथम वर्ष संपोषण कार्य का योग-	108948
(तृतीय वर्ष- 2023-24) द्वितीय वर्ष संपोषण कार्य का योग-	20664
(चतुर्थ वर्ष- 2024-25) तृतीय वर्ष संपोषण कार्य का योग-	37515
(पंचम वर्ष- 2025-26) चतुर्थ वर्ष संपोषण कार्य का योग-	24108
(षष्ठम वर्ष- 2026-27) पंचम वर्ष संपोषण कार्य का योग-	25830
(सप्तम वर्ष- 2027-28) षष्ठम वर्ष संपोषण कार्य का योग-	35552
(अष्टम वर्ष- 2028-29) सप्तम वर्ष संपोषण कार्य का योग-	29274
(नवम् वर्ष- 2029-30) अष्टम वर्ष संपोषण कार्य का योग-	18598
(दसम् वर्ष- 2030-31) नवम् वर्ष संपोषण कार्य का योग-	19631
	योग-
	738453

Rupees Seven Lakh Thirty Eight thousand Four hundred Fifty Three Only

वनों के क्षेत्र पदाधिकारी,
जमुई वन प्रक्षेत्र, जमुई।

वन प्रमंडल पदाधिकारी,
जमुई वन प्रमंडल, जमुई।