





A. INTRODUCTION

OMCs on Industry basis have framed amended reconstitution guidelines for Retail Outlets / SKO-LDO Dealership incorporating provisions for "Ease of doing business" and "Entrepreneurship". Accordingly, the amended guidelines framed by the OMCs on industry basis for reconstitution of Retail Outlets / SKO-LDO Dealership, which have been brought into effect on 04.07.2018, is as indicated below:-

The Reconstitution guidelines given below supersede all earlier guidelines on reconstitution issued by OMCs.

B. RECONSTITUTION AT LETTER OF INTENT (LOI) STAGE

- 1. Reconstitution of Retail Outlet dealerships will be permitted only once, except in case of death and incapacitation, at LOI stage.
- 2. In case of resignation by Proprietor/partner(s) at LOI stage, the LOI shall be withdrawn, except in case of death and incapacitation.
- 3. In cases of death of the sole allottee / all partners at LOI stage, reconstitution will be allowed in favor of the legal heir(s) / family member(s), with the consent of legal heir(s). However, if there is/are no legal heir(s) or legal heir(s) have expressed unwillingness, the LOI shall be cancelled.
- 4. In case of death of partner(s) at LOI stage, reconstitution will be allowed in favor of the legal heir(s)/family member(s) with the consent of legal heir(s) and surviving partners. However, if there is/are no legal heir(s) or legal heir(s) have expressed unwillingness, the dealership at LOI stage shall be reconstituted with the surviving partner(s). In cases where there are no legal heir(s) of the deceased/incapacitated LOI holder(s) {incapacitation as defined under para B(7)} and /or their present address is not known, then OMCs shall issue a notice giving 30 days' time to respond {cost to be borne by surviving partner(s) / other legal heir(s)} in the newspaper in the District concerned, seeking response/objection on the proposed reconstitution of the firm & clearly stating that no further claim beyond the stipulated period of 30 days will be entertained.

However, the proposed / existing LOI holder(s) will have to indemnify the OMCs against any claims or demands which may be made in future.

5. In case of incapacitation due to serious illness/accident of the LOI holder(s), whether sole allottee or partner(s), resulting in total and permanent disability, which will disable







him/her/them to work or follow any occupation or profession, reconstitution at LOI stage will be allowed in favour of the legal heir(s)/family member(s) with the consent of legal heir(s) and surviving partner(s). In case the incapacitated LOI holder/partner(s) wishes to exit, it may be permitted.

- 6. Induction of outside partner(s) can be permitted in case of para 1, 3, 4 & 5 above, subject to such reconstitution meeting all other criteria including retention of minimum 51% share by the original allottee(s) and/or legal heir(s) / family member(s) of the original allottee(s), in the dealership after reconstitution.
- 7. In case of incapacitation resulting in total and permanent disability, if the LOI holder(s) is not in a position to give consent due to physical condition & has/have not submitted nomination form, then consent of the members of the "family unit" and married children would be required before reconstitution. Before reconstitution, the proposed LOI holder(s) should furnish appropriate indemnity bond indemnifying the OMC against any claim/damage in future. (Annexure-K1).
- 8. LOI holder(s) belonging to SC/ST category, can make a request to induct minority partner(s) from outside his/her/their category. In such cases the SC/ST LOI holder(s) may be allowed to induct minority partner(s) from outside his/her/their category. However at any point of time i.e. before or after reconstitution, the shareholding of persons belonging to the category under which the subject dealership was allotted should be at least 75% of total shares. If non-SC/ST spouse of SC/ST LOI holder(s) is inducted as partner, his/her share in the dealership shall be counted as SC/ST share.

In case of death/permanent incapacitation of SC/ST LOI holder(s), total share of the deceased/incapacitated LOI holder(s) can be transferred to their Legal heirs. In case of transfer of share to Non-SC/ST spouse or Non-SC/ST children (legal heirs) the same would be counted as SC/ST share.

In case of death/permanent incapacitation of SC/ST partner (in a SC/ST category dealership having partner from outside SC/ST category) and where there is no legal heir (s) or legal heir(s) have expressed their unwillingness, in such case the share of the deceased/ incapacitated SC/ST dealer can be transferred to any other person(s) belonging to the same category, there by maintaining the same category share at minimum 75%.

9. For the purpose of Reconstitution at LOI stage, the LOI stage would also include situation where the selected candidate has passed FVC and is eligible for issuance of LOI.







10. Facility for Nomination: Notwithstanding the above, LOI holder(s) may submit a Nomination Form containing name(s) of person(s) (from among his/her/their legal heir(s)/family member(s), as per the personal Law applicable) that he/she desires to transfer his/her share in the event of death or incapacitation resulting in total and permanent disability which will disable him/her to work or follow any occupation or profession. The nomination form (Annexure-E1) duly sworn before a First Class Magistrate / Executive Magistrate / any other equivalent competent authority in the concerned state may be submitted upon issuance of the LOI. The LOI Holder(s) will also have the option to change his/her nomination at any time during the LOI stage. In case of partnership, partners may submit nomination separately but such nomination will have to be witnessed by other partner(s).

On demise or total incapacitation of the LOI holder(s), fresh LOI will be issued to the person(s) as per the last nomination. In case of more than one nominee, the shareholding of the deceased will be distributed among the nominated persons in the ratio the deceased LOI holder has mentioned in the last nomination or equally in case no share out is mentioned.

The OMC can allow for induction of such nominee(s) as proprietor/partner(s) provided he/she/they meet the eligibility criteria for reconstitution, as applicable without seeking consent from other legal heirs upon demise of the LOI holder(s).

However, if the person(s) nominated express unwillingness to be inducted as LOI holder(s) or they are found ineligible, as per norms applicable for Dealership Selection other than age and education {viz. debarred from dealership under disqualification criteria as per the Dealer Selection Guidelines in vogue}, at that juncture, the LOI can be reconstituted with the other willing legal heir(s) or family member(s) of the deceased LOI holder(s) with the consent of the other legal heir(s).

Along with the proposal for reconstitution, the surviving LOI holder(s) and the nominee(s) are required to submit Indemnity bond as per **Annexure-G1 & Annexure F1** respectively.

C. GENERAL CONDITIONS FOR RECONSTITUTION AT LETTER OF INTENT (LOI) STAGE

 All inductees should fulfill all the basic requirements for becoming a dealer on 'Common eligibility criteria for all categories', on all parameters prescribed in the dealer selection guidelines in vogue, except land. All inductees should also not be debarred from dealership under disqualification criteria as per the Dealer Selection Guidelines in vogue. The new LOI holder(s) would be required to comply with all the conditions as mentioned in the earlier LOI issued.







However, in case of death/incapacitation of LOI holder(s), LOI may be transferred to the legal heir(s)/family member(s) as per the nomination submitted by the LOI holder, or in absence of the same with the consent of legal heir(s) of the deceased or incapacitated LOI holder. The legal heir(s)/family member(s), who is/are to be inducted will have to fulfill the following conditions:-

- a) Multiple dealership norms and other eligibility criteria, as applicable under Dealer Selection guidelines for the relevant category prevailing at the time of reconstitution, except age and educational qualification.
- b) Relaxation in age can be considered in favour of nominee(s)/legal heir(s)/family member(s) in case of request for reconstitution is arising out of death / incapacitation. The maximum age limit may be relaxed in cases of reconstitution involving induction of partner from within family member(s). The minimum age requirement will be 18 years. If he/she is a minor, the local guardian shall operate the dealership till he/she becomes a major. The local guardian should be a major and should be able to read, write and count.
- c) Should not come under the purview of disqualification criteria as per the Dealer Selection Guidelines in vogue.
- d) There will not be any minimum educational qualification criteria. However, he/she must be able to read, write and count.
- e) The process of reconstitution must be completed within 6 months of demise of LOI holder(s). However, in specific cases, approval may be granted beyond the period of 6 months with proper justification.
- f) OMCs can transfer the LOI to such eligible Legal heir(s)/family member(s) by issuing fresh LOI after necessary approval of competent authority.
- g) The new LOI holder(s) would be required to comply with all the conditions as mentioned in the earlier LOI issued to the deceased/incapacitated proprietor/partner(s).
- 2. The share out of the proposed partnership firm would be decided by the continuing and incoming partners in line with provisions mentioned under B(6) & B(8) hereinabove and the same should be mentioned in the Draft Partnership Deed to be submitted along with the Reconstitution proposal.
- 3. <u>Multiple Dealership Norm</u>: Multiple Dealership Norm as per Dealer Selection Guidelines in vogue would be applicable in all cases of reconstitution.







- 4. <u>Indian citizen:</u> The incoming LOI holder(s) should be Indian Citizen in line with Dealer Selection Guidelines in vogue.
- 5. <u>Legal heir / Succession certificate</u>: Legal heir / Succession certificate should be submitted to OMC to establish Legal heirs of the deceased LOI Holder(s). In case the same is getting delayed, then the incoming partner/legal heir(s) can submit an affidavit, sworn before 1st Class Magistrate/ Executive Magistrate/ any other equivalent competent authority in the concerned state, by all the legal heir(s) of the deceased {including incoming legal heir(s)} declaring that they are the only legal heir(s) of the deceased. OMCs can approve reconstitution in such cases. However, the proposed/existing LOI holder(s) of the reconstituted dealership will have to indemnify the OMC (Annexure-L1) against any claims or demands which may be made in future.
- 6. In cases where Nominee(s) / Legal Heir(s) of deceased partner(s) of LOI is/are not available / not traceable: In cases where one or more of the Nominee(s) / Legal heir(s) of deceased partner(s) of the LOI is/are not available / not traceable and /or their present address is not known, then OMCs shall issue a notice {cost to be borne by surviving partner(s) / other legal heir(s) / other nominee(s)} in the highest circulated newspaper in the District concerned, seeking response/objection within 30 days of the date of notice on the proposed reconstitution of the LOI & clearly stating that no further claim beyond the stipulated period of 30 days will be entertained. Additionally, the Notice would be sent under Regd/AD Post to the last known address of the deceased LOI holder(s) / Nominee(s) / Legal Heir(s) of deceased partner(s). Thereafter, the OMC can approve reconstitution of the LOI excluding such Nominee(s) / Legal heir(s). However, the inductee(s) of the LOI will have to indemnify the OMC (Annexure-H1) against any claims or demands which may be made in future.
- 7. In cases where Nominee(s) / Legal Heir(s) is/are not responding: In case Nominee(s) / Legal heir(s) have not given their consent within specified period of 30 days, another time period 30 days (as reminder) shall be given to the nominee(s)/legal heir(s) for expressing their willingness to join the LOI failing which, it will be treated that they {non responding nominee(s)/legal heir(s) of deceased proprietor/partner(s)} are unwilling to be inducted in the LOI and the OMC can approve reconstitution of the LOI with the willing nominee(s)/legal heir(s). However, the surviving / incoming LOI holder(s) of the reconstituted LOI will have to indemnify the OMC against (Annexure-I1) any claims or demands which may be made in future.
- 8. <u>In cases where there is dispute in share out:</u> In case of dispute on share out between legal heirs of deceased LOI holder(s), the share of the deceased LOI holder(s) will be equally divided between all the willing incoming legal heirs. However, in this case the willing legal heirs to be







inducted in the LOI will have to indemnify the OMC against any claims or demands which may be made in the future.

9. In cases where there is no NOCs from Legal Heir(s) who are not eligible to become LOI holder(s): In case of death, where one or more Nominee(s) / Legal heir(s) are not willing to give relinquishment or NOC in favour of surviving/incoming LOI holder(s) despite the fact that these Nominee(s) / Legal heir(s) may not be eligible to become dealer as per Disqualification norm of Dealer Selection guidelines, in such cases obtaining NOC/Relinquishment from such Nominee(s) / Legal heir(s) will not be mandatory. However, the onus would be on the surviving/incoming LOI holder(s) of the LOI to provide conclusive documentary evidence with regard to disqualification of such Nominee(s) / Legal heir(s) and OMC would independently verify the authenticity of the same. In such cases, OMCs will issue a communication to the concerned Nominee(s) / Legal heir(s) to submit documentary proof with regard to their eligibility within 30 days from the date of the letter. In case no response is received, the OMC can approve reconstitution of the LOI excluding such Nominee(s) / Legal heir(s). However, the surviving / incoming LOI holder(s) of the reconstituted LOI will have to indemnify the OMC against (Annexure-J1) any claims or demands which may be made in future.

For cases where letters written to such nominee(s) / Legal heir(s) gets returned undelivered. Such cases will be treated as "Nominee(s) / Legal Heir(s) of deceased partner(s) of LOI is/are not available / not traceable" and further action is to be taken in accordance with the same.

- 10. Before reconstitution of LOI, a meeting would be done with all the existing / incoming LOI holder(s) by OMC. In cases where any/some of them do not attend the meeting due to any reason, in such cases a Registered letter confirming receipt of reconstitution proposal, giving reference of the meeting held with the attending partners and Corporation's intention of proceeding with the reconstitution proposal would be given to them.
- 11. All proposals for reconstitution of dealerships at LOI stage shall be disposed of by the concerned OMC in a time bound manner within 90 days from the date of receipt of **complete** proposal.
- 12. At the time of reconstitution, the dealership should furnish appropriate indemnity bond indemnifying the OMC against any claim/damage.

<u>Note</u>: Family member(s) of LOI holder(s) are the members of the "Family Unit" (as defined in Dealer Selection Guidelines in vogue) and married children and/or grandchildren of the LOI holder(s).







D. PROCESS OF RECONSTITUTION AT LETTER OF INTENT (LOI) STAGE:

The following process will be followed for disposal of reconstitution at LOI stage.

1. Application:

The application for reconstitution, in the given format (Annexure-A1, B1 & C1 & standard Affidavit-D1), will have to be submitted to the concerned Divisional/Territory/Regional Office of IOC/BPC/HPC, as applicable, against acknowledgement. Divisional/Territory/Regional Office of IOC/BPC/HPC, as applicable, will maintain a record for this purpose and each application will be acknowledged giving reference to a unique identification no. (Docket no.)

2. Scrutiny at Divisional/Territory/Regional Office of IOC/BPC/HPC:

Divisional/Territory/Regional Office of IOC/BPC/HPC shall assess the eligibility of the legal heir(s)/family member(s)/outside partner(s) in line with the Dealership Selection Guidelines in vogue and the relaxations provided hereinabove.

- 3. If the candidate(s) is/are found meeting the criteria, approval of the competent authority will be obtained for reconstitution and issuance of fresh LOI and cancellation of the earlier LOI. The fresh LOI would be issued with all the conditions as was mentioned in the earlier LOI including that the legal heir(s)/family member(s)/nominee(s) will have to make available the identified land offered by the original allottee/deceased/incapacitated LOI holder at the time of selection for Retail Outlet, finances required for commissioning and operation of the dealership and submission of bidding amount / fixed fee as applicable on case to case basis.
- 4. The request for reconstitution on account of total and permanent disability will be considered based on submission of certificate to this effect from Chief Medical Officer (CMO) of Govt. Hospital of the district. Alternatively, the recommendation of Medical Board recognized by the Govt. can also be considered by the approving authority.
- 5. In case of death/incapacitation {incapacitation as defined under para B (7)} of LOI Holder(s), on receipt of information regarding death/such incapacitation, a letter giving opportunity for reconstituting the LOI to nominee(s)/legal heir(s)/ "family unit" including married children will be issued, within 10 (ten) days of receipt of such information. Along with this letter, copy of application form for reconstitution of dealership at LOI stage and list / format of other documents and other relevant information to be submitted by the applicant, shall be sent. 30 (thirty) days' time will be given to the nominee(s)/legal heir(s) for submitting the application. In case of formal request for extending the time, the time can be further extended by another 30 days.







In case the deceased/incapacitated {incapacitation as defined under para B (7)} LOI holder had earlier appointed nominee(s), letter/information as mentioned above shall be first sent only to the concerned nominee(s). If the nominee(s) fails to respond within the stipulated period, subsequent letter/information shall be sent to the legal heir(s)/ "family unit" including married children of the deceased/incapacitated LOI holder.

- 6. <u>Communication to Applicants</u>: Within 10 days from receipt of proposal, the Divisional/Territory/Regional Office of IOC/BPC/HPC, as applicable would send communication to the applicant(s):
 - a. Informing reasons for rejection of proposal (on eligibility norms).
 - b. Informing short comings, if any, in the documents with a request to re-submit the corrected / additional documents and that further action will be taken only after receipt of complete proposal / additional documents. After receipt of revised proposal / documents, a new identification no. (Docket no.) shall be given.
 - c. For proposals found suitable, a letter will be sent intimating the date and time on which all existing partners along with proposed incoming partner should visit the Divisional/Territory/Regional Office of IOC/BPC/HPC, as applicable, for meeting with Divisional/Territory/Regional in-charge and verification of documents. This date will be given with minimum notice of 15 days and not beyond 30 days. If a request from the applicant(s) is received for changing the date of meeting, such request would be accommodated and next date with mutual consent should be fixed at the earliest but not later than 30 days. However, the OMC will not be responsible for delay in the process on this account.

7. Meeting with existing/incoming LOI holder(s)/Partner(s):

On due date of meeting with all existing and proposed incoming partner(s), a committee of two officers, will verify the identity of the individuals with photo identity cards and also verify the original documents with respect to eligibility criteria. Any one of the following photo identity cards will be reckoned for the above purpose.

- a. Aadhar Card
- b. PAN Card
- c. Passport
- d. Voter ID
- e. Photo ID card issued by Govt./PSU
- f. Driving Licence







- 8. This will be followed by meeting of all existing and incoming partner(s) with the Divisional/Territory/Regional Office in-charge of IOC/BPC/HPC, as applicable, along with the above mentioned committee.
- 9. In case an existing partner is unable to visit Divisional/Territory/Regional Office of IOC/BPC/HPC, as applicable, on the due date on account of serious illness / hospitalization or such other situation to the satisfaction of the OMC competent authority may consider such case and approve the reconstitution proposal with specific reasoning.

10. Disposal of proposal:

After the meeting, in case of the proposals found deficient and not suitable for approval, the proposal will be disposed of by sending communication on rejection of proposal. However, in case of proposals meeting norms, the same will be disposed of by conveying "in principle approval" with instruction for necessary formalities to be completed by the applicants giving 60 days' time.

11. Formats of application, standard affidavit, indemnity, nomination form, etc. are attached as Annexures to this guideline.

E. TIME LINES FOR RECONSTITUTION AT LETTER OF INTENT (LOI) STAGE

All proposals for reconstitution at LOI stage should be disposed of within 90 days from submission of **complete** proposal.

F. NON-REFUNDABLE APPLICATION PROCESSING FEE & RECONSTITUTION FEE FOR RECONSTITUTION AT LETTER OF INTENT (LOI) STAGE :

In all cases, the dealerships would be required to pay non-refundable application processing fee of Rs.25,000/- at the time of application and upon approval of reconstitution, pay a non-refundable reconstitution fee equivalent to Security Deposit amount as applicable to the category of dealership defined under Dealer Selection Guidelines in vogue, before issuance of fresh LOI, except under the cases mentioned below;

a) In case where reconstitution is arising out of death/incapacitation of the proprietor / partner(s) and the incoming partner(s) {provided they all are nominee(s) / Legal heir(s) / family member(s)} propose to hold the same share in partnership as was with the deceased/incapacitated.







b) For induction of partner(s) from SC/ST category in LOIs belonging to same category. However, in cases involving induction of outside category partner(s) in SC/ST Dealership, no exemption will be given.

G. RECONSTITUTION OF COMMISSIONED DEALERSHIPS

- There will be no restriction of time period for reconstitution of commissioned dealership. However, up to 3 years of commissioning of a dealership, reconstitution will be permitted for induction of minority partner(s) including outside partner(s), with maximum share of incoming partner(s) restricted up to 49% (except in case of induction of outside category partners in SC/ST dealerships wherein the share of incoming outside category partner(s) will be restricted to 25%). There is no restriction on shareholding of the partner(s) in the dealership after 3 years of commissioning (except in case of induction of outside category partner(s) in SC/ST dealerships wherein the share of incoming outside category partner(s) will be restricted to 25%).
- 2. The Sole Proprietor / Partner(s) belonging to SC/ST category may make a request to induct minority partner(s) from outside their category. In such cases the SC/ST Proprietor / Partner(s) may be allowed to induct minority partner(s) from outside their category. However at any point of time i.e., before or after reconstitution, the shareholding of persons belonging to the category under which the subject dealership was allotted should be at least 75% of total shares. If non-SC/ST spouse of SC/ST Proprietor / Partner(s) is inducted as partner, their share in the dealership shall be counted as SC/ST share.
- 3. The Sole Proprietor / all Partner(s) can resign from the dealership after 3 years of holding dealership and transfer his/her/their shareholding in favour of family member(s) /existing partner(s)/outside partner(s). However, in case of induction of outside category partner(s) in SC/ST dealerships, the share of incoming outside category partner(s) will be restricted to 25%.
- 4. In cases of death of the sole proprietor/all partners, reconstitution may be made in favor of the legal heir(s) / family member(s) with the consent of legal heir(s). In such case, induction of outside partner(s) will also be permitted. However, the maximum share of outside incoming partner(s) will be restricted up to 49% till a period of 3 years from the date of commissioning. In cases of death of the sole proprietor/all partners, if there is no eligible legal heir(s)/family member(s)/ nominee(s) of the Sole proprietor/Partner(s) or legal heir(s)/family member(s)/ nominee(s) of the Sole proprietor/Partner(s) express unwillingness, the dealership shall be terminated.







- 5. In cases of death of partner(s), the dealership shall be reconstituted with the legal heir(s) / family member(s) with the consent of Legal heirs of the deceased partner(s). However, if there is no legal heir(s) or legal heir(s) have expressed unwillingness, the dealership shall be reconstituted with the surviving partner(s).
- 6. In case of incapacitation due to serious illness/accident of the proprietor/partner(s) resulting in total and permanent disability, which will disable him/her to work or follow any occupation or profession, the dealership may be reconstituted with family member(s) of the incapacitated Sole Proprietor/Partner(s) and/or with outside partner(s). In case the incapacitated proprietor/partner(s) wish to exit, it may be permitted even within 3 years of commissioning of dealership.
- 7. Facility of Nomination Request for transfer of share consequent to Death / Incapacitation:

 Notwithstanding the above, Proprietor/Partner(s) of existing Dealerships may submit nomination form containing name(s) of person(s) {from among his/her/their legal heir(s)/family member(s)/outsider(s)} if he/she desires to transfer his/her share in the event of death or incapacitation resulting in total and permanent disability, which will disable him/her to work or follow any occupation or profession. The nomination form (Annexure-E2) duly sworn before a First Class Magistrate / Executive Magistrate / any other equivalent competent authority in the concerned state may be submitted upon commissioning of the RO. The Proprietor/Partner(s) will also have the option to change his/her nomination anytime. In case of partnership, partners may submit nomination separately but such nomination will have to be witnessed by other partner(s).

Upon demise or total incapacitation of the sole proprietor /partner(s), the OMC can allow induction of such nominee(s), as per last nomination on record, as proprietor/partner(s) provided he/she/they meet the eligibility criteria for reconstitution, as applicable without seeking consent from other legal heirs of the demised/totally incapacitated proprietor/partner(s). In case of more than one nominee, the shareholding of the deceased will be distributed among the nominated persons in the ratio mentioned in the last nomination or equally in case no share out is mentioned.

Along with the proposal for reconstitution, the surviving partner(s) and the nominee(s) will be required to submit Indemnity bond as per **Annexure-G2 & Annexure F2** respectively.

However, if the person(s) nominated express unwillingness to be inducted as proprietor/partner(s), or they are found ineligible, as per norms applicable for Dealership Selection other than age and education {viz. debarred from dealership under disqualification criteria as per the Dealer Selection Guidelines in vogue}, at that juncture, the firm can be







reconstituted with the other willing legal heir(s) or family member(s) of the deceased proprietor/partner(s) with the consent of the other legal heir(s).

- 8. In case of incapacitation resulting in total and permanent disability, if the proprietor/partner(s) is/are not in a position to give consent due to physical condition & has/have not submitted nomination form, then consent of the members of the family unit and married children would be required before reconstitution. At the time of reconstitution, the dealership should furnish appropriate indemnity bond indemnifying the OMC against any claim/damage. (Annexure-R2).
- 9. Dispute in case of Induction of nominee / legal heir/ family member amongst partners: Partner(s) can transfer his/her shareholding in the dealership to Legal heir(s)/family member(s)/outsider(s), subject to adherence to applicable statutory provisions and the incoming partner meeting the eligibility criteria. However, if there is any dispute with regard to the induction amongst the surviving/existing partners, then in such cases the dispute may be resolved expeditiously by the dealership. In such cases, OMC would send a notice to all partners calling them for personal hearing to resolve the dispute for operation / reconstitution of dealership and take an undertaking from the dealership confirming to resolve the dispute within 6 months. In case any partner(s) does not attend, personal hearing may be given to the attending partners. However, communication on action proposed to be taken would be sent to all the partners.

During the dispute period, the dealership may be operated by the partner(s)/legal heir(s)/family member(s) as per the share out of existing partners prior to the induction of the new partners. OMC may allow operation of such dealership for a period of 6 months or as may be decided on case to case basis. If the dispute remains unresolved, then the dealership may be placed under "Holiday Scheme", giving the parties a reasonable time to settle their dispute and revert back for the dealership.

10. Temporary Arrangement for operation of dealership in case of death of proprietor /partner(s): In cases of death of proprietor / partner(s), temporary arrangement is to be made through legal heirs of the proprietor / surviving partner(s) to continue the dealership till formal reconstitution. OMC may allow operation of such dealership through Legal heirs of the proprietor / surviving partners for a period of 6 months after demise of dealer/partner(s) as may be decided on case to case basis. In case of non-receipt of reconstitution proposal, after expiry of 6 months, the Surviving partners should be given an option of "Holiday Scheme" to sort out their issues within reasonable time and revert back for dealership.







11. <u>Conviction of partner(s) by Court of Law</u>: In a partnership firm, if any partner(s) gets convicted by Court of Law for any criminal case / moral turpitude cases, then in such case, OMCs may exercise their right to derecognize the existing set up, debar the convicted partner(s) and reconstitute the dealership <u>only</u> with the remaining partners.

If the control of the RO site is not with OMCs or with the remaining partner(s), then OMCs can permit resitement of the dealership in the same class of market within the same state. In case of locations in Delhi, dealerships may be allowed to offer land outside the state of Delhi but within NCR.

The restriction of time period of 3 years from the date of commissioning will not be applicable in such cases.

12. General condition for Induction of outside category partner in SC/ST Dealership: For dealerships belonging to SC/ST category, the dealer may make a request to induct minority partner from outside his/her category, in such cases the SC/ST dealer may be allowed to induct minority partner(s) from outside his/her category. However at any point of time i.e., before or after reconstitution, the shareholding of persons belonging to the category under which the subject dealership was allotted should be at least 75% of total shares. If non-SC/ST spouse of SC/ST dealer is inducted as partner in dealership, his/her share in the dealership shall be counted as SC/ST share.

In case of death/permanent incapacitation of SC/ST dealer, total share of the deceased/incapacitated dealer can be transferred to Non-SC/ST spouse or Non-SC/ST children {(legal heir(s)} as the case may be, which would be counted as SC/ST share.

In case of death/permanent incapacitation of SC/ST partner in a SC/ST category dealership having partner from outside the category of the dealership, and where there is no legal heir (s)/nominees(s) or legal heir(s) / nominee(s) have expressed their unwillingness, in such case the share of the deceased/ incapacitated SC/ST dealer can be transferred to any other person(s) belonging to the same category, there by maintaining the same category share at minimum 75%.

H. GENERAL CONDITIONS FOR RECONSTITUTION OF COMMISSIONED DEALERSHIPS

All incoming proprietor/partner(s) should fulfill all the basic requirements for becoming a
dealer on 'Common eligibility criteria for all categories', on all parameters prescribed in the
dealer selection guidelines in vogue, except land. All incoming proprietor/partner(s) should
not fall under disqualification criteria of Dealer Selection Guidelines in vogue. However,







relaxation with regard to age and minimum qualification of incoming proprietor/partner(s) can be considered in following cases;

- a. Relaxation in age can be considered in favour of nominee(s)/legal heir(s)/family member(s) in case of request for reconstitution is arising out of death / incapacitation. The maximum age limit will be relaxed in cases of reconstitution involving induction of partner from within family member(s). The minimum age requirement will be 18 years. In the event of nominee(s)/legal heir(s)/family member(s) being minor (below 18 years of age), the local guardian shall operate the Dealership till nominee(s)/legal heir(s)/family member(s) becomes a major. The local guardian should be a major and should be able to read, write and count.
- b. Relaxation on educational qualification can be considered in favour of nominee(s)/legal heir(s)/family member(s) in case of request for reconstitution arising out of death / incapacitation of the proprietor/partner(s). However, the candidate should be able to read, write and count.

In other cases i.e. other than (a) & (b) above, depending upon merit, relaxation on age & educational qualification can be considered and approved.

- 2. The share out of the proposed partnership firm would be decided by the continuing and incoming partners and the same should be mentioned in the Draft Partnership Deed to be submitted along with the Reconstitution proposal.
- 3. <u>Multiple Dealership Norm</u>: Multiple Dealership Norm as per Dealer Selection Guidelines in vogue would be applicable in all cases of reconstitution except in the following cases:
 - a) Where selection of the concerned dealership/distributorship was made prior to multiple Dealership norms came into existence. This relaxation shall be available only to spouse/children/grandchildren of the dealer.
 - b) For dealerships which were commissioned after multiple dealership norm came into existence and where two or more dealership/distributorship have been awarded to family member(s) comprising of spouse, father/mother, children/grandchildren (both married and unmarried). Relaxation would be given in cases of reconstitutions arising out of death/incapacitation in favour of other family member already holding a dealership subject to there being no other eligible / willing legal heir(s) / member of family unit (having no dealer/distributorship) for transfer of dealership.







- 4. <u>Indian citizen:</u> The incoming proprietor / partner(s) should be Indian Citizen in line with Dealer Selection Guidelines. Cases where incoming legal heir(s)/ family member(s) is/are not Indian Citizen(s) they will be given 6 months' time to meet the Citizenship criteria.
- 5. <u>Legal heir / Succession certificate:</u> Legal heir / Succession certificate should be submitted to OMC to establish Legal heirs of the deceased Proprietor/Partner(s). In case the same is getting delayed, then the incoming partner/legal heir(s) can submit an affidavit, sworn before 1stClass Magistrate/ Executive Magistrate/ any other equivalent competent authority in the concerned state, by all the legal heir(s) of the deceased {including incoming legal heir(s)} declaring that they are the only legal heir(s) of the deceased. OMCs can approve reconstitution in such cases. However, the proposed proprietor/partner(s) of the reconstituted dealership will have to indemnify the OMC (Annexure-S2) against any claims or demands which may be made in future. Legal heir(s) from outside "family members" will be considered only if the "Will" made by deceased Proprietor/Partner(s) has been probated by the competent court.
- 6. In cases where Nominee(s) / Legal Heir(s) / Partner(s) is/are not traceable: In cases where one or more of the Nominee(s) / Legal heir(s) of deceased proprietor / Partner(s) is/are not available / not traceable and /or their present address is not known, then OMCs shall issue a notice {cost to be borne by surviving partner(s) / other legal heir(s)} in the highest circulated newspaper in the District concerned, seeking response/objection within 30 days from the date of notice on the proposed reconstitution of the firm & clearly stating that no further claim beyond the stipulated period of 30 days will be entertained. Additionally, the Notice would be sent under Regd/AD Post to the last known address of the deceased Partner(s) / Nominee(s) / Legal Heir(s) of deceased partner(s). Thereafter, the OMC can approve reconstitution of the dealership excluding such Nominee(s) / Legal heir(s) / Partner(s). However, the proprietor/partner(s) of the reconstituted dealership will have to indemnify the OMC (Annexure-H2) against any claims or demands which may be made in future.
- 7. In cases where Nominee(s) / Legal Heir(s) not responding: In cases where one or more of the Nominee(s) / Legal heir(s) of deceased proprietor / partner(s) have not given their consent within specified period of 30 days, another time period of 30 days (as reminder) shall be given to the nominee(s)/legal heir(s) for expressing their willingness to join the dealership failing which, it will be treated that they {non responding nominee(s)/legal heir(s) of deceased proprietor/partner(s)} are unwilling to be inducted in the Dealership and the OMC can approve reconstitution of the Dealership with the willing nominee(s)/legal heir(s). However, the surviving / incoming proprietor/partner(s) of the reconstituted Dealership will have to indemnify the OMC against (Annexure-I2) any claims or demands which may be made in future.







- 8. In cases where there is dispute in share out: In case of dispute on share out between legal heir(s) of deceased proprietor / partner(s), the share of the deceased proprietor/partner(s) will be equally divided between all the willing incoming legal heirs. However, in this case the willing legal heirs proposed to be inducted in the dealership will have to indemnify the OMC against any claims or demands, which may be made in future.
- 9. In cases where there is no NOCs from Nominee(s) / Legal Heir(s) who are not eligible to become Dealer: In case of death, where one or more Nominee(s) / Legal heir(s) are not willing to give relinquishment or NOC in favour of incoming/surviving Proprietor/Partner (s) despite the fact that these Nominee(s) / Legal heir(s) may not be eligible to become dealer as per Disqualification norm of Dealer Selection guidelines, in such cases obtaining NOC/Relinquishment from such Nominee(s)/Legal heir(s) will not be mandatory. However, the onus would be on the surviving/incoming Proprietor/Partner (s) of the dealership to provide conclusive documentary evidence with regard to disqualification of such Nominee(s)/Legal heir(s) and OMC would also independently verify the authenticity of the same. In such cases, OMCs may issue a communication to the concerned Nominee(s) / Legal heir(s) to submit documentary proof with regard to their eligibility within 30 days from the date of the letter. In case no response is received, the OMC can approve reconstitution of the dealership excluding such Nominee(s) / Legal heir(s). However, the surviving/incoming Proprietor/Partner (s) of the dealership will have to indemnify the OMC against (Annexure-J2) any claims or demands which may be made in future.

For cases where letters written to such nominee(s) / Legal heir(s) gets returned undelivered. Such cases to be treated as "Nominee(s) / Legal Heir(s) / Partner(s) is/are not traceable" and further action is to be taken in accordance with the same.

- 10. In all cases where OMC approves reconstitution wherein consent of all the legal heir(s)/partner(s) could not be obtained then the proprietor / partner(s) of the reconstituted firm shall indemnify the OMC against any claims or demands which may be made by such Legal heirs/partner(s).
- 11. Before reconstitution of dealership, a meeting would be done with all the existing partners and incoming partners by OMC.
- **12.** All proposals for reconstitution of dealerships shall be disposed of by the concerned OMC in a time bound manner within 90 days from the date of receipt of **complete** proposal.

Note: Family member(s) of Proprietor/Partner(s) are the members of the "Family Unit" (as defined in Dealer Selection Guidelines in vogue) and married children and/or grandchildren of the







Proprietor/Partner(s).

I. PROCESS OF RECONSTITUTION OF COMMISSIONED DEALERSHIPS:

The following process will be followed for disposal of reconstitution of commissioned dealership.

- Application: The application for reconstitution, in the given format (Annexure-A2, B2, C2 & Standard Affidavit D2), will be submitted to the concerned Divisional/Territory/Regional Office of IOC/BPC/HPC, as applicable, against acknowledgement. Divisional/Territory/Regional Office of IOC/BPC/HPC, as applicable, will maintain a record for this purpose and each application will be acknowledged giving reference to a unique identification no. (Docket no.)
- 2. <u>Scrutiny at Divisional/Territory/Regional Office of IOC/BPC/HPC</u>: Concerned Divisional/Territory/Regional Office of IOC/BPC/HPC shall assess the eligibility of the incoming partner(s) in line with the Dealership Selection Guidelines in vogue and the relaxations provided hereinabove.
- 3. The request for reconstitution on account of total and permanent disability will be considered based on submission of certificate to this effect from Chief Medical Officer (CMO) of Govt. Hospital of the district. Alternatively, the recommendation of Medical Board recognized by the Govt. can also be considered by the approving authority.
- 4. In case of death / incapacitation {incapacitation as defined under para G (8)} of proprietor/partner(s), on receipt of information regarding death/such incapacitation, a letter giving opportunity to reconstitute the dealership to nominee(s)/legal heir(s)/family member(s) will be issued, within 10 (ten) days of receipt of such information. Along with this letter, copy of application form for reconstitution of dealership and list / format of other documents and other relevant information to be submitted by the applicant, shall be sent. 30 (thirty) days' time will be given for submitting the application. In case of formal request for extending the time, the time can be further extended by another 30 days.

In case the deceased/incapacitated {incapacitation as defined under para G (8)} Proprietor / Partner(s) had earlier appointed nominee(s), letter/information as mentioned above shall be first sent only to the concerned nominee(s). If the nominee(s) fails to respond within the stipulated period, subsequent letter/information shall be sent to the legal heir(s)/family member(s) of the deceased/incapacitated Proprietor / Partner(s).







- 5. <u>Communication to Dealership</u>: Within 10 days from receipt of proposal, the Divisional/Territory/Regional Office of IOC/BPC/HPC, as applicable should send communication to the dealership;
 - a. Informing reasons for rejection of proposal (on eligibility norms)
 - b. Informing short comings in the documents with a request to re-submit the corrected / additional documents and that further action will be taken only after receipt of complete proposal / additional documents. After receipt of revised proposal / documents, a new identification no. (Docket no.) shall be given.
 - c. Informing the date and time on which all existing partners along with proposed incoming partner(s) should visit the Divisional/Territory/Regional Office of IOC/BPC/HPC, as applicable, for meeting with Divisional/Territory/Regional in-charge and verification of documents, for proposals found suitable in all respects. This date will be given with minimum notice of 15 days and not beyond 30 days. If a request from the dealership is received for changing the date of meeting, such request will be accommodated and next date with mutual consent would be fixed at the earliest but not later than 30 days. However, the OMC will not be responsible for delay in the process in this account.
- **6.** Meeting with existing/incoming Proprietor/Partner(s): On due date of meeting with all existing and proposed incoming partner(s), a committee of two officer will verify the identity of the individuals with photo identity cards and also verify the original documents with respect to eligibility criteria. Any one of the following photo identity cards will be reckoned for the above purpose.
 - a. Aadhar Card
 - b. PAN Card
 - c. Passport
 - d. Voter ID
 - e. Photo ID card issued by Govt./PSU
 - f. Driving Licence
- 7. This will be followed by meeting of all existing and incoming partners with the Divisional/Territory/Regional Office in-charge of IOC/BPC/HPC, as applicable, along with the above mentioned committee.
- 8. In case an **existing** partner is unable to visit Divisional/Territory/Regional Office of IOC/BPC/HPC, as applicable, on the due date on account of serious illness / hospitalization or such other situation to the satisfaction of the OMC, competent authority may consider such case and approve the reconstitution proposal with specific reasoning.







In case an outgoing partner(s) is living outside the country and is not in a position to visit the Divisional/Territory/Regional Office on the pre assigned date and time of the meeting, the outgoing partner(s) would be required to submit an affidavit (Annexure-T2) duly signed and notarized by the concerned Indian consulate in the country where the outgoing partner is living. Confirmation of the affidavit would also be obtained by the OMC by writing to Indian Consulate within 60 days. An indemnity (Annexure-U2) from the continuing partner(s) will also be taken in this regard.

- 9. <u>Disposal of proposal</u>: After the meeting, in case of the proposals found deficient and not suitable for approval, the proposal will be disposed of by sending communication on rejection of proposal. However, in case of proposals meeting norms, the same will be disposed of by conveying "in principle approval" with instruction for necessary formalities to be completed by the applicants giving 60 days' time.
- 10. Formats of application, standard affidavit, indemnity, nomination form, etc. are attached as Annexures to this guideline.
- J. TIME LINES FOR DISPOSAL OF PROPOSALS FOR RECONSTITUTION OF COMMISSIONED DEALERSHIPS:

All proposals should be disposed of within 90 days of receipt of **complete** proposals.

K. NON-REFUNDABLE APPLICATION PROCESSING FEE & RECONSTITUTION FEE FOR RECONSTITUTION OF COMMISSIONED DEALERSHIPS:

APPLICATION PROCESSING FEE:

In all cases, the dealerships would be required to pay **non-refundable application processing fee of Rs.25,000/-** at the time of application, except under the cases mentioned below;

a) In case where reconstitution is arising out of death/incapacitation of the proprietor / partner(s) and incoming partner(s) {provided they all are Legal heir(s) / family member(s)} proposes to hold the same share in Dealership as was with the deceased/incapacitated. Further, in cases where Legal heir(s) / family member(s) of deceased / incapacitated partner(s) is taking over shareholding of deceased / incapacitated partner(s) in addition to his or her existing shareholding will also be exempted.







b) For SC/ST category dealerships involving induction of partner(s) from same category. In cases involving induction of outside category partner(s) in SC/ST Dealership, no exemption will be given.

RECONSTITUTION FEE:

Upon approval of reconstitution, the dealerships would be required to pay <u>a non-refundable reconstitution fee equivalent to Security Deposit amount as applicable under Dealer Selection Guidelines</u> in vogue, before execution of fresh dealership agreement, except under the cases mentioned below;

- a) In case where reconstitution is arising out of death/incapacitation of the proprietor / partner(s) and incoming partner(s) {provided they all are Legal heir(s) / family member(s)} proposes to hold the same share in Dealership as was with the deceased/incapacitated. Further, in cases where Legal heir(s) / family member(s) of deceased / incapacitated partner(s) is taking over shareholdings of deceased / incapacitated partner in addition to his or her existing shareholdings will also be exempted.
- b) For SC/ST category dealerships involving induction of partner(s) from same category. In cases involving induction of outside category partner(s) in SC/ST Dealership, no exemption will be given.
- c) For proposals involving induction of partner(s) from within "Family Unit" as defined in Dealer Selection Guidelines in vogue, without any exit/outgoing partner, and also when there is no change in the combined shareholding of family member(s). However, in case of exit by Proprietor/Partner(s) who is senior citizen(s) (> 60 years old) and relinquishing his/her share in favour of family member(s), reconstitution fee will be exempted.
- d) Proposals with or without induction of partners from within "Family" or without induction of partners from outside family (along with exit / outgoing partner) provided continuing partner(s) is / are holding at least 50 % share and maintains majority share in the dealership post reconstitution.
- e) For reconstitution of Dealerships where the Dealer {proprietor/partner(s)} is senior citizen(s) (> 60 years old), and inducting :
 - (i) Married son / daughter
 - (ii) Spouse / children of deceased son / daughter







L. RECONSTITUTION OF PENDING CASES:

1. Cases where copy of dealership agreements are not available with dealer / OMC

In such cases Dealership status would be ascertained by OMC from any type of record which is available like copy of Selection panel / LOI / LOA / copy of previous reconstitution approval / copy of income tax return / sales tax registration and returns or any other record / correspondence which can prove name of proprietor / partner(s). However, the basic documents like copy of Selection panel / LOI / LOA / copy of previous reconstitution approval will be treated as primary documents. Only if these are not available, the secondary documents like income tax returns, sales tax registration / returns, Retail Selling License given by State Govt. (with any name for selling petroleum products — as applicable), other statutory licenses and official correspondence would be taken into account for consideration.

An indemnity / affidavit (Annexure-K2) would be taken from the claimant / prospective dealer indemnifying Corporation against claim on dealership if the information is found incorrect.

In cases, where either primary or secondary documents are available and the Dealer(s) / Partner(s) are alive, new Dealership Agreement would be executed after obtaining approval of competent authority.

In all other cases of above scenario, i.e., for cases where Dealer(s) / Partner(s) have expired and their Legal heir(s) / Family member(s) are operating the Dealership, in-principle approval shall be first accorded by the competent authority. This in-principle approval shall be taken as a reference point for processing further reconstitution of the Dealership by inducting the Legal heir(s) / Family member(s) of the deceased Dealer(s) / Partner(s) with or without induction of outside partner(s) as per provisions made under clause nos. G, H, I, J & K of this policy.

2. Cases where reconstitution proposal was approved in past but dealership agreements not yet executed.

In such cases, the OMC would look into the reasons for non-execution of dealership agreement. If conditional approval was given in the past for reconstitution and the Dealership Agreement could not be executed due to non-compliance of the condition, the concerned OMC would assess the applicability of the condition under present situation and either get the condition complied or obtain approval for waiver of the condition from competent authority and execute the Dealership Agreement.







If, reconstitution proposal was earlier approved and the Dealership Agreement could not be signed due to the death of proposed incoming proprietor / partner(s), the last approved proposal shall be taken as a reference point for processing further reconstitution of the Dealership by inducting the Legal heir(s) / Family member(s) of the deceased Dealer(s) / Partner(s) with or without induction of outside partner(s) as per provisions made under clause nos. G, H, I, J & K of this policy.

3. Cases where reconstitution have not been done due to non-availability / authenticity of legal heir(s) but is being operated by proclaimed legal heir(s).

There are cases where reconstitution of the dealership was not done after the demise of the proprietor / partner(s) due to some reason and the Legal heir(s) has been operating the dealership without any claim / dispute from other Legal heir(s) for a very long time.

In such cases, Legal heir(s) of signatories of last agreement should be identified. Legal heir(s) from outside "family member(s)" will be considered only if the Will made by deceased signatory has been probated by the competent court. In case of SC/ST candidates, the Legal heir(s) will be considered only if they belong to the same category (except in case of induction of Non SC/ST spouse / children). After identification of all Legal heir(s), they will be invited by way of notice to apply for reconstitution of dealership as per the prescribed format.

In such cases concerned OMC will issue a suitable notice in the newspaper (cost of notice to be borne by the dealership) indicating that application has been received for reconstitution of the dealership in favour of the willing Legal Heir(s) and seeking response/objection, if any, from any other Legal heir(s) for such reconstitution within a time period of 30 days. Additionally, the Notice should be sent under Regd/AD Post to the last known address of the proprietor/partner(s)/Legal heir(s).

In case no objection is received within the time period specified, the proposal received from the Legal heir(s) will be scrutinized and New dealership agreement will be signed with dealer(s) subject to approval from competent authority and after taking suitable indemnity (Annexure-L2) from them.

In case where all Legal heir(s) fail to come to a common understanding within the given time or fail to submit a suitable proposal to the satisfaction of the OMC, further action would be initiated as per provisions made under clause no. G (9) of this policy.







4. Cases where dealership is being operated by one or more partners after exit or prolonged absence of partner(s) from the dealership without approval of OMCs

There are cases where Dealership is being operated by one or more partners after exit or prolonged absence of partner(s) from the dealership, without approval of OMCs. The dealership has been operating without any claim / dispute from the partner(s), who have exited from the dealership/have been absent for a very long time.

The remaining partner(s) will be invited by way of notice to apply for reconstitution of dealership as per the prescribed format. The proposal received from the Partner(s) will be examined for processing reconstitution of the Dealership by the Divisional/Territory/Regional Office in-charge.

In such cases the OMC concerned will also issue a suitable notice in the newspaper (cost of notice to be borne by the dealership) indicating that application has been received for reconstitution of the dealership in favour of applicants and seeking response/objection, if any, for such reconstitution from the concerned partner(s) / their legal heir(s) (if the partner(s) have expired) within a time period of 30 days. Additionally, the Notice would be sent under Regd/AD Post to the last known address of the partner(s).

In case no objection is received within the time period specified, the proposal received from the remaining partner(s) will be scrutinized and New dealership agreement will be signed with dealer(s) after obtaining approval from the competent authority and after taking suitable indemnity (Annexure-M2) from the dealership.

In case where objection is received from absentee/exited partner(s) / their legal heir(s) (if the partner(s) have expired)and/or in case the remaining partner(s) fail to submit a suitable proposal to the satisfaction of the OMC, further action would be initiated as per provisions made under clause no. G (9) of this policy.

5. Cases where constitution is currently in line with approved set up and past deviations have been rectified.

There are cases where unauthorized persons had operated the dealership fully or in association with the proprietor/partner(s). However, the dealership has rectified or requested for rectification of the mistake and reverting to last approved set up. Such actions can be condoned by OMC on onetime basis after taking a suitable letter from the dealer indicating complete details of the mistake done in the past along with an undertaking (Annexure-N2) requesting for condoning the past actions and confirming to abide by the provisions of dealership agreement in the future.







Such mistakes can be condoned by the competent authority after issuing a Letter of warning and levying a penalty fee of Rs.2 lakhs. As no reconstitution is taking place, no application processing fee or reconstitution fee will be applicable in such cases.

6. Cases where proposed constitution requires recognition of induction of Partner(s) in the past without approval of OMC

There are cases where dealerships have inducted outside partner(s) without taking approval from OMC. In such cases the proprietor/partner(s) operating the dealership would be required to make an application indicating complete details of the case and requesting for condoning the past actions and confirming to abide by the provisions of dealership agreement in the future. The proprietor/partner(s) would also be required to submit complete proposal for induction of the outside partner(s). Upon request from the dealership, such proposal would be considered.

The proposal received from the dealership will be scrutinized and New dealership agreement will be signed with dealer(s) after obtaining approval from Competent Authority and after taking suitable indemnity (Annexure-O2) from the dealership.

However, upon reconstitution the dealership would be warned by issuing a Letter of warning and levying a penalty fee of Rs.5 lakhs.

7. Cases of total change over in past where proposed constitution requires approval for induction of "family member(s)" or "blood relative" of approved signatory

There are cases where proprietor / partner(s) have given control of the dealership to their "family member" or "Blood Relative" without taking approval from OMC.

List of blood relatives will be defined as per Section-56(2) (v) (Explanation) of Income Tax Act 1961 (permitting receipt of any sum of money from any "relative"), as under:

- Spouse of the individual
- Brother or Sister of the individual
- > Brother or Sister of the spouse of the individual
- > Brother or Sister of either of the parents of the individual
- Any lineal ascendant or descendant of the individual
- Any lineal ascendant or descendant of the spouse of the individual
- Spouse of the persons referred in above six categories







In such cases the "family member(s)" or "blood relative(s)" of approved signatory of the dealership would make an application indicating complete details of the case and requesting for condoning the past actions and confirming to abide by the provisions of dealership agreement in the future. The "family member(s)" or "blood relative(s)" of approved signatory of the dealership would also be required to submit complete proposal for reconstitution. Upon request, such proposal would be considered.

The proposal received from the dealership will be scrutinized and New dealership agreement will be signed with dealer(s) after obtaining approval from Competent Authority and after taking suitable indemnity (Annexure-P2) from the dealership

However, upon reconstitution the dealership would be warned by issuing a Letter of warning and levying a penalty fee of Rs.5 lakhs

8. Cases of Total change over in past where no signatory {including legal heir(s)/ family member(s)/blood relative(s)} is part of set up

There are cases where the approved proprietor / partner(s) have exited the dealership totally and it is being operated by persons who are neither legal heir(s) nor family member(s) / blood relative(s) of the dealer.

In such cases the person(s) operating the dealership would make an application indicating complete details of the case and requesting for condoning the past actions and confirming to abide by the provisions of dealership agreement in the future. The person(s) operating the Dealership would also be required to submit complete proposal for reconstitution. Upon request from the dealership, such proposal would be considered

In such cases the OMC concerned will issue a suitable notice in the newspaper (cost of notice to be borne by the dealership) indicating that application has been received for reconstitution of the dealership in favour of applicants and seeking response/objection, if any, for such reconstitution from the concerned partner(s) / their legal heir(s) within a time period of 30 days. Additionally, the Notice would be sent under Regd/AD Post to the last known address of the Proprietor/partner(s).

In case no objection is received within the time period specified, the proposal received from the dealership will be scrutinized and New dealership agreement will be signed after obtaining approval of the Competent Authority and after taking suitable indemnity (Annexure-Q2) from the dealership







However, upon reconstitution the dealership would be warned by issuing a Letter of warning and levying a penalty fee of Rs.15 lakhs for "B" site Regular ROs (Rs.5 lakhs for Rural ROs) and Rs.30 lakhs for "A" site Regular ROs (Rs.10 lakhs for Rural ROs).

9. Conditions for Reconstitution of dealerships in respect of Reconstitution of pending cases:

- a) In all the above cases, reconstitution of the dealerships is to be done as per the above guidelines and conditions for reconstitution as applicable for that case.
- b) For cases appearing under clause no. L- 5, 6, 7 & 8 the dealerships would be given the opportunity to reconstitute as stated above, on onetime basis.
- c) The applicable penal fee should be collected before execution of agreement.

Dealerships requiring reconstitution and falling under above categories should submit requisite proposal by 30.06.2019.

After the expiry of the given period, i.e., 30.06.2019, if there is any such dealership which requires reconstitution and proposals were not submitted within the above mentioned time, action shall be taken as per the provisions of Dealership Agreement including termination of dealership.

<u>Note</u>: Family member(s) of Proprietor/Partner(s) are the members of the "Family Unit" (as defined in Dealer Selection Guidelines in vogue) and married children and/or grandchildren of the Proprietor/Partner(s).

M. TIMELINES FOR DISPOSAL OF APPLICATIONS:

All proposals should be disposed of within 90 days of receipt of **complete** proposals.

N. GRIEVANCE REDRESSAL:

In case of any grievance in the matter of reconstitution, the applicant will submit his/her petition to the Retail Head of State/Zone of IOC/BPC/HPC, as applicable, who will have the grievance investigated and dispose the case within a period of one month's time from the date of receipt of grievance.

INSTRUCTIONS FOR RECONSTITUTION OF COMMISSIONED DEALERSHIP

- 1. The Reconstitution Policy must be read and understood fully. The application complete in all respects including processing fee must be submitted to the respective Divisional/Territory/Regional Office of IOC/BPC/HPC, as applicable, preferably in person. If sent by post/courier the same must be addressed to the respective Divisional/Territory/Regional Office in-charge.
- 2. An acknowledgement of receipt of application will be issued by the Divisional/Territory/Regional Office along with a reference number. In cases where the applications are not handed over in person and if acknowledgement is not received within 15 days, the same to be brought to the notice of the Divisional/Territory/Regional Office in-charge immediately. For all future correspondence the reference number to be mentioned.
- **3.** Application processing fee: A non refundable application processing fee of Rs.25,000/for reconstitution, in the form of DD, in favour of Indian Oil Corporation Ltd. / Bharat
 Petroleum Corporation Ltd. / Hindustan Petroleum Corporation Ltd., as applicable, and
 payable at the Divisional/Territory/Regional Office location, will be payable along with the
 application as per the Reconstitution policy, as applicable.
- **4.** Reconstitution fee: Non refundable reconstitution fee equivalent to prevailing security deposit (as applicable to Dealership Selection policy in vogue) will be collected before execution of agreement as per the reconstitution Policy, as applicable.
- 5. In case of reconstitution proposals on account of incapacitation due to serious illness/accident resulting in total and permanent disability which will disable the dealer (proprietor / partner) to work or follow any profession, Chief Medical Officer of the Govt. Hospital or Medical Board recognized by the Govt. need to certify the incapacitation for considering the proposal.
- **6.** If the nominee / legal heir / family member of the deceased/incapacitated proprietor/partner(s) does not possess minimum education qualification in line with dealer selection policy in vogue and is proposing to become the proprietor/partner, then the Committee of Officers appointed by the Corporation will verify whether such legal heir/s is/are able to read, write and count.
- **7.** At an appointed date the existing/continuing proprietor/partner(s) along with the proposed partners have to appear before the Committee along with the original documents, copies of which were submitted / required along with the application.
- **8.** All the pages of the application along with the annexures to be signed/self attested by all the existing partner/s and incoming partner(s).
- **9.** In case the nominee / legal heir / family member is a minor, then local guardian proposing to operate the RO is required to sign alongwith the minor nominee / legal heir / family member wherever applicable.
- **10.** After receiving the "in principle" approval for the reconstitution, the documentary confirmation and legal compliance must be submitted to the Divisional/Territory/Regional Office in-charge within 60 days.

APPLICATION FOR RE-CONSTITUTION OF COMMISSIONED DEALERSHIP

Date:

S. NO	PARTICULARS		DETAILS					
1	Details of Dealership							
(a)	Whether Dealership is	on sole propri	etorship	Р	roprietorshi	p / Partr	nership ,	/ Others
	or partnership:							
(b)	Name of Dealership							
(c)	SAP Code							
(d)	Date of Commissioning	of Dealership	:					
(e)	Age of dealership as on	date of propo	sal :					
(f)	Location :							
(g)	Tehsil / Sub-Division /D	istrict :						
(h)	State :							
(i)	Category of the Dealers	hip:			SC	/ ST / O	thers	
2	Details of existing / dec	ceased / incap	acitated	propriet	or / partner	(s)		
(a)		•			<u> </u>			
` ,	Name of	Category	Alive / D	eceased	Existing %	Wish	ı to	Proposed %
	Proprietor/partner(s)	SC/ST/Others	/ Incapa	citated	share	contir	•	share
						reti	re	
(1.)								_
(b)	Name of		0 d du		Talamb	/	I	
	Name of Proprietor/partner(s)		Address		Telepho Mobile			e-mail ID
	Tropriced, paraner (e)							
3	Details of Land on	which Dools	uahin ia					
3	Details of Land on located:	wnich Deale	rsnip is					
4	Whether proposal for r	econstitution	is being	Resign	nation / Dea	th / Inca	apacitat	ion / Others
•	submitted on account of		_	1100.8	1411011,7 204	,		
	/ Incapacitation / Othe	_	, Death					
5	Name of the deceas		acitated	1.				
	Proprietor / Partner(s)	•		2.				
	:	,	p					
6	Details of nominee(s), i	n case appoir	nted by de	eceased	or incapacit	ated Pro	prietor	/ Partner(s)
	:	case appea					рс.с.	, : ::::::(0)
(a)	Whether nominee(s)	was appoir	ited by			Yes / N	0	
()		itated Propi	-			, , ,	_	
	Partner(s):		,					
(b)	Name(s) of person(s)	last appoi	nted as					
(2)	nominee(s) by the dece			Name	of deceased /	Na	me of	% of share
	Proprietor / Partner(s)	•					nominated	
	was/were appointed			Proprie	etor / Partner(s)		
	nominee was appointe							
	incapacitated Dealer(s) in his last nomination,			L				

	details as indicated alongside has to be given		
	for each nominee indicating the % share out		
	proposed by attaching separate sheet). If the		
	nominee(s) is/are minor, then the details of		
	the local guardian who will be operating the		
	dealership till the nominee(s) becomes a		
	major, is to be furnished along with that of		
	the minor nominee(s).		
7	Detail of reconstitution proposed		
(a)	Whether reconstitution proposed for	Yes / No	
	induction of outside partner(s):		
(b)	Whether proposed for complete changeover	Yes / No	
	in constitution :		
(c)	Whether dealership is eligible for complete	Yes / No	
(5)	change in constitution based on age of	1637 140	
	Dealership:		
(d)	In case reconstitution is proposed within 3		
(u)	years of commissioning of Dealership,	Yes / No / N	۸
	whether in the proposed reconstitution, 51 %	res / No / N	A
	• •	0/ share out proposed in second d	leath of Dealer(s) and
	share is proposed	% share out proposed, in case of d in case of incapacitation of D	
		incapacitated Dealer (s) desires to	
	i. In favour of original allottee(s) and/or in	In favour of original allottee(s)	In favour of other
	favour of nominee(s)/legal heir(s)/family	and/or nominee(s) / legal heir(s)	incoming partner(s)
	member(s) (including married children	/ family member(s) (including	
	and/or grandchildren) of original	married children and/or	
	allottee(s) where reconstitution is being	grandchildren) of deceased / incapacitated Dealer(s)	
	proposed due to death/ Incapacitation of	meapacitated Bealet(3)	
	Dealer(s) and where incapacitated Dealer	% share out proposed In other case	es
	(s) desires to retire.	In favour of existing partner(s)	In favour of other
	ii. In favour of original allottee(s) where		incoming partner(s)
	reconstitution is being proposed for		
	reasons other than death of the Dealer (s)		
	or is being proposed due to other cases.		
	The % share out of proposed reconstitution is		
	to be indicated as per table alongside.		
(e)	If the Dealership was allotted under SC/ST	Yes / No / N	Δ
(-)	category, whether proposal is being	103/140/14	, ,
	submitted for induction of other category		
	partner(s):		

(f)	In case proposal is being submitted for	Yes / No /	NA	
	induction of partner(s) of other category in			
	Dealership allotted under SC/ST category,	Name of partner(s) of SC/ST	Continuing	% of
	whether total % share out proposed for other	category	/ Incoming	share
	· · ·			proposed
	partner(s) is within 25 %. Also, mention total			
	share out proposed for other category			
	partner(s) : (In case of death/permanent			
	incapacitation of SC/ST Proprietor/Partner(s),	Total % share proposed for		
	total share of the deceased/incapacitated	partner(s) of SC/ST category		
	Proprietor/Partner(s) can be transferred to			
	•	Name of partner(s) of other	Continuing	% of share
	Non-SC/ST spouse or Non-SC/ST children	category	/ Incoming	proposed
	(legal heirs) as the case may be, which would	<u> </u>	·	
	be counted as SC/ST share)			
		Total % share proposed for		
		partner(s) of other category		
8	Brief reasons for the proposed			
	reconstitution :			
9	Name(s) of continuing Proprietor /			
9	, , , , , , , , , , , , , , , , , , ,	Name of continuing Proprie	atar /	% of share
	Partner(s) / incoming partner(s) : (if more	Partner(s)	etor /	proposed
	than one partner is proposed, details as	Partiler(s)		proposed
	indicated below has to be given for each			
	partner indicating the % share out			
	proposed). If the legal heir(s) is/are minor,			
	then the details of the local guardian who	Name of incoming Propriets: //	Dortmor(s)	% of share
1	will be operating the dealership till the legal	Name of incoming Proprietor / I	rarmer(s)	% of snare proposed
				proposed
	heir(s) becomes a major, is to be furnished			
1	along with that of the minor legal heir(s).			

Signature of existing LOI holder(s) (wherever applicable)

Signature of the incoming partner(s)

Signature of nominee(s)/legal heir(s)/family member(s) of deceased/incapacitated LOI holder(s)LOI holder(s) (wherever applicable)

Signature of Local Guardian (wherever applicable)

UNDERTAKING

"I/We the existing Proprietor/Partner(s) M/s		_ a Retail Outlet
Dealership of Indian Oil Corporation Ltd. / Bharat		
Petroleum Corporation Ltd. at	, District :	, State
along with the proposed partner(s) h	ereby confirm that all th	e details furnished
in the application are true to the best of my/our knowledg	ge. We also confirm that	the re-constitution
policy has been read and understood by me/us. I/We co	onfirm that the proposal	for re-constitution
is submitted consciously after fully understanding the ir	nplications of the same.	"
Signature of existing Proprietor/Partner(s) (wherever applicable)	Signature of the inco	oming partner(s)
Signature of nominee(s)/legal heir(s)/family member(s) of deceased/incapacitated Proprietor/Partner(s) (wherever applicable)		
Signature of Local Guardian (wherever applicable)		

<u>DETAILS OF CONTINUING PROPRIETOR / PARTNER(S) / INCOMING PROPRIETOR / PARTNER(S) FOR</u> <u>RECONSTITUTION OF COMMISSIONED DEALERSHIP</u>

1	Name of the continuing / incoming Proprietor / Partner(s)			
2	Photograph of the continuing / incoming Proprietor / Partner(s)			
3	Whether continuing / incoming Proprietor / Partner(s)	Continuing Proprietor / Continuing Partner / Incoming Proprietor / Incoming Partner	Continuing Proprietor / Continuing Partner / Incoming Proprietor / Incoming Partner	Continuing Proprietor / Continuing Partner / Incoming Proprietor / Incoming Partner
4	Whether nominee of deceased / incapacitated Proprietor / Partner(s)	Yes / No / NA	Yes / No / NA	Yes / No / NA
5	Whether legal heir / family member of deceased / incapacitated Proprietor / Partner(s)	Yes / No / NA	Yes / No / NA	Yes / No / NA
6	Whether incoming Proprietor / Partner(s) is outside / within family	Outside / Within / NA	Outside / Within / NA	Outside / Within / NA
7	Category of continuing LOI holder(s) / incoming Proprietor / Partner(s)	SC / ST / Others	SC / ST / Others	SC / ST / Others
8	% share proposed			
9	Address			
10	District			
11	State			
12	PIN Code			
13	Telephone / Mobile no.			
14	e-mail Id			
15	Educational qualification as on date of application			
16	Date of birth			
17	Age as on date of application			
18	Present occupation			
19	PAN no.			
20	Relationship details with existing / deceased / incapacitated Proprietor / Partner(s), if any			
21	Any other relevant information			

Signature of existing Proprietor / Partner(s) (wherever applicable)

Signature of the incoming partner(s)

Signature of nominee(s)/legal heir(s)/family member(s) of deceased/incapacitated Proprietor / Partner(s) (wherever applicable)

Signature of Local Guardian (wherever applicable)

DETAILS OF ANNEXURES FOR RECONSTITUTION OF COMMISSIONED DEALERSHIP

	DOCUMENTS REQUIRED	State attached or not applicable	No. of pages					
	A. FOR INCOMING PARTNER							
	Proof of Identity: - Copy of any of the following (Voter ID / PAN Card / Photo ID card issued by Govt. / PSU / Passport / Driving Licence)							
	Age Proof :- Copy of any of the following (Birth Certificate, School leaving certificate / Passport / Driving Licence / PAN Card / Self Affidavit / Identity card issued by Election Commission)							
	Educational Qualification :- Copy of matriculation certificate / SSC / 10 th passing marksheet.							
4.	Succession certificate / Legal heir certificate confirming legal heir(s) of Proprietor / Partner(s)							
5.	 Relinquishment deed (NOC) from a. Nominee(s) / legal heir(s) of deceased Proprietor / Partner(s), in case any nominee(s) / legal heir(s) is not proposing to join dealership. b. Nominee(s) / legal heir(s) of incapacitated Proprietor / Partner(s), who is not in a position to give consent due to physical condition and in case any nominee(s) / legal heir(s) is not proposing to join dealership. c. From Proprietor / Partner(s) desiring to resign from the dealership 							
	In case of reconstitution of SC/ST category Dealership with SC/ST partners – Copy of SC/ST Certificate from competent authority as per Dealership Selection Guideline in vogue.							
7.	Standard Affidavit on Indian nationality, age, multiple dealership norms, non-conviction etc. as applicable (Annexure-D2)							
	Passport size photographs of the continuing / incoming candidate(s) to be pasted on the application							
9.	If in service, affidavit for resigning from the service after the approval of reconstitution but before the execution of the agreement.							
	B. OTHER DOCUMENTS							
	Copy of last dealership agreement executed or reconstitution approval or copy of LOI/LOA, in case of first reconstitution							
2.	In case of SC/ST category copy of original LOI/LOA							
3.	Reconstitution Application Processing Fee (DD for Rs.25000/-)							
4.	Draft copy of the dissolution deed of the existing partnership (if applicable).							
5.	Draft Copy of the deed of the proposed partnership (if applicable).							
	Letter of Acceptance from the local guardian to operate the dealership till the legal heir becomes a major. (18 years)***							
	In case of incapacitation, copy of the Incapacitation Certificate issued by the Chief Medical officer of the District Govt. Medical Hospital / Medical Board recognized by the Govt.							
8.	Age Proof of local guardian ***: - Copy of any of the following (Birth Certificate, School leaving certificate, Passport, Driving Licence, PAN Card, Self Affidavit, Identity card issued by Election Commission).							
	Proof of educational qualification of the local guardian: If not able to furnish, he/she should be able to read, write & Count.							
	For induction of outside category partner in SC/ST dealership, incoming partner to fill the new dealership form and submit alongwith relevant enclosures. Copy of the latest audited balance sheet of the dealership							
11.	Copy of the latest addited balance sheet of the dealership							

12. Recent certificate from Bank (issued within 3 months prior to the date of application) giving the name(s) of account holders of the dealership as per bank account	
13. Total no. of Pages enclosed	

^{***} Required only if the proposed legal heir of the deceased/incapacitated LOI holder is a minor.

Signature of existing Proprietor / Partner(s) (wherever applicable)

Signature of the incoming partner(s)

Signature of nominee(s)/legal heir(s)/family member(s) of deceased/incapacitated Proprietor / Partner(s) (wherever applicable)

Signature of Local Guardian (wherever applicable)

Notarized Affidavit

(TO BE TYPED ON APPROPRIATE NON-JUDICIAL STAMP PAPER OF REQUIRED VALUE)

	onstitution of Retail Outlet Dealerict:, State:	-				, at,
I,		:	son/da	augh	nter/w	ife of Age
	years residing at				do he	ereby solemnly affirm and say as under :
1	That I am an Indian Citizen and resi	dent of	India (as p	oer In	come Tax Rules).
2	That my date of birth is d d /	m m	/ y	у	уу	(Age as on date of application for reconstitution in words)
3	* That I have passed the 10 th Standa	ard exa	<u>l l</u> minati	on c	ondu	cted by Board in the year
4	dealership/distributorship or hold Le	tter of Ir	ntent fo	or R	etail C	her, unmarried brother(s), unmarried sister(s) hav Dutlet or SKO-LDO dealership or LPG distributorshin Intership for which Reconstitution is proposed #.
					OR	
	son(s) / unmarried daughter(s) have	dealers	ship /	distr	ributoı	That neither I nor my spouse, unmarriership or hold letter of Intent for Retail Outlet or SKC y except the subject Retail Outlet Dealership for
					OR	
	distributorship or hold letter of Inten-	t for Re	tail Ou	ıtlet	or Sk	ried son(s) / unmarried daughter(s) have dealership (O-LDO dealership or LPG distributorship of any Or which Reconstitution is proposed #
	* The 4 Leave division of The 4 to 2 ish and				OR	
	given to me) have dealership/ distrik	outorshi	p or h	old l	letter	ed son(s) / unmarried daughter(s) (whose custody i of Intent for Retail Outlet or SKO-LDO dealership of e subject Retail Outlet Dealership for whice
5	_	-	-		•	per multiple dealership norms as defined in Deale loyees of Oil Marketing Companies.
6	That I am of sound mental health &	I am no	t totall	y pa	aralyz	ed.
7	-			_		s and after my marriage to Sh t
8	That I have never been convicted by economic offences (other than freed	-			v for a	ny criminal offences involving moral turpitude and/c

9	That I hereby confirm that I was never a signatory to dealership/distributorship agreement of any Oil Company, which was terminated for proven malpractices and / or for violations of provisions of the Marketing Discipline Guidelines.
10	That I hereby confirm that I will not be taking up any other employment upon my appointment as a dealer. If I am already employed I will resign from the employment and produce the letter of acceptance of resignation by the employer before the acceptance of Letter of Appointment issued by the Oil Company.
11	I hereby declare that I am neither employed in private sector nor drawing any salary/perks/emoluments from State / Central Government. I also affirm that during the tenure of the Dealership I will not draw any salary /perks/emoluments from State / Central Government / Private Sector.
12	That presently I am not having any contract with any Oil Marketing Company as Service Provider/Labour contractor/Job Contractor for any COCO RO
	OR
	That presently I am having a contract with an Oil Marketing Company as Service Provider/Labour contractor/Job
	Contractor for one COCO RO (Name of COCO Location, Dist, State
	, Oil Company name). I also know that if I am appointed as a Dealer,
	I will have to terminate this contract before issuance of Letter of Appointment.
	of application for the award of the RO dealership or in this affidavit shall be found to be untrue or incorrect or false, then Corporation would be within its rights to withdraw the letter of intent / terminate the dealership (if already appointed) and that I would have no claim, whatsoever, against the Corporation for such withdrawal / termination.
* St	rike off whatever is not applicable. # Strike off the portion in italics if not applicable.
	y verify that what has been stated above is true and correct to the best of my knowledge and nothing material ha oncealed there from.
	Signature of Deponent
lam	e in block letters)
emr	ly affirmed and declared before me. Thisday of
	Signature and Seal of
	Magistrate/Judge/Notary public
	magical acord augoritotally public

AFFIDAVIT / INDEMNITY BOND FOR APPOINTMENT OF NOMINEE(S) BY PROPRIETOR / PARTNER(S) OF COMMISSIONED DEALERSHIP

Notarized Affidavit (TO BE TYPED ON APPROPRIATE NON-JUDICIAL STAMP PAPER OF REQUIRED VALUE)

l,		son Age		daughte y				of at
	do hereby s					10	Siding	uı
That, I am the sole-Proprie dealership of Indian Oil C Petroleum Corporation Ltd. *along wife of	located at			, District :			, (State
wife of			Age	,	year	rs r	residing	at at
*That, the percentage share of Partnership no				below;	dealer: Share	•	as per l	Deed
IVAIIIO	<u> </u>		<u> </u>		311a1C	Out		
That, in case of my death incapacitation resulting in to any occupation or professions on / daughter / wife of	otal and permane on, I hereby nomin	ent disability, v nate Sri/Smt.	which	will disable	le me	to wo	ork or f	ollow
	as my appo	intea nomine	e(s).					
That, in case of my death of Corporation Ltd. / Bharat Pebe in its rights to reconst nominee(s) Sri/Smt.	etroleum Corporat	tion Ltd. / Hin stated RO D	idusta Dealers	n Petroleurship by inc	ım Cor ductin	rpora	ition Ltd y appo	d. will inted
stated RO Dealership firm t	o my appointed n	ominee(s) as	indica	ated below	, , !;			
Name of the Nominee(s)	Address	% Share proposed		If nominee address of as Guardia	f pers	-		

I hereby verify that what has been stated above is true and correct to the best of my knowledge and nothing material has been concealed there from. If any information/declaration given by me in this affidavit shall be found to be untrue or incorrect or false, Indian Oil Corporation Limited/Bharat Petroleum Corporation Ltd. / Hindustan Petroleum Corporation Ltd. (as applicable) would be within its rights to take suitable action as deemed fit including termination and that I would have no claim, whatsoever against Indian Oil Corporation Ltd. / Bharat Petroleum Corporation Ltd. / Hindustan Petroleum Corporation Ltd. (as applicable) for such action.

I along with my heirs, nominees, successors, executors, assigns and administrators hereby also indemnify Indian Oil Corporation Ltd. / Bharat Petroleum Corporation Ltd. / Hindustan Petroleum Corporation Ltd. (as applicable) from all acts, disputes, costs, losses, claims, damages, suits or any other risks arising out of reconstitution of the above stated RO Dealership by inducting my appointed nominee(s) as Proprietor/partner(s).

	Signature of Deponent (Proprietor/Partner) (Name in block letters)
Witnessed by other Partner(s) (Name in block letters)	
Solemnly affirmed and declared before me. This	day of
Signature and Seal of First Class Magistrate/Executive Magistrate	

* : Applicable only in case of partnership firm

AFFIDAVIT / INDEMNITY BOND BY NOMINEE(S) OF PROPRIETOR / PARTNER(S) (to be obtained at time of reconstitution)

Notarized Affidavit

(TO BE TYPED ON APPROPRIATE NON-JUDICIAL STAMP PAPER OF REQUIRED VALUE)

l,	sor	n /	daughter	/ wife	of
do hereb	y solemnly a	Age affirm and	years say as under;	residing	at
That, Sri/SmtAge	, vears re	son / siding at	daughter	/ wife	of
is the sole Proprietor / Partner of M/s of Indian Oil Corporation Ltd. / Bharat Corporation Ltd. located at* *along with Sri wife of	PetroleumAge	Corporation, Dist	Reta on Ltd. / Hin rict : years	il Outlet deale dustan Petro , s _, son / daug residing	rship leum State hter / at
*That, the percentage share out of all the pa of Partnership no dated				ership as per l	Deed
Name of Partner			% Shar	e Out	
That, Sri/Smt	_, has appo	inted me a	ns his/her non	ninee vide aff	idavit
That, in view of death / incapacitation re, I here Petroleum Corporation Ltd. / Hindustan Proprietor / Partner for RO Dealership at State *along with Sri/S daughter / wife of	eby request Petroleum	t Indian (Corporati	Oil Corporati on Ltd. to ir , District	ion Ltd. / B nduct me as :	harat sole
daughter / wife of as per t	he share s	tated in the	Age	years residir	ig at
nomination submitted by Sri/Smt.		lateu III ti	——·	<u> </u>	_ 101
I hereby verify that what has been stated a and nothing material has been concealed in this affidavit shall be found to be untrue Bharat Petroleum Corporation Ltd. / Hindurights to take suitable action as deemed fit whatsoever against Indian Oil Corporation	there from. I e or incorrectustan Petrolo i including te	If any infor ot or false, eum Corpermination	mation/decla Indian Oil Co oration Ltd. and that I wo	ration given b orporation Lin would be with ould have no c	y me nited/ in its claim,

I along with my heirs, nominees, successors, executors, assigns and administrators hereby also indemnify Indian Oil Corporation Ltd. / Bharat Petroleum Corporation Ltd. / Hindustan Petroleum Corporation Ltd. (as applicable) from all acts, disputes, costs, losses, claims, damages, suits or any other risks arising out of reconstitution of the above stated RO Dealership by inducting me as Proprietor/partner.

Petroleum Corporation Ltd. (as applicable) for such action.

	Signature of Nominee(s) of Proprietor/Partner	
		(Name in block letters)
Solemnly affirmed and declared before me. Th	isday of	
Signature and Seal of Magistrate/Judge/Notary public		
* : Applicable only in case of partnership firm		

AFFIDAVIT / INDEMNITY BOND BY OTHER SURVIVING / EXISTING PARTNERS OF DEALERSHIP IN CASE OF APPOINTMENT OF NOMINEE(S) BY ANY PARTNER

(Applicable only in case of Dealership under partnership and is to be obtained at time of reconstitution)

Notarized Affidavit

	/ daughter / wife e years residing rm and say as under;	
That, I am the Partner of M/s	/ Hindustan Petroleum Corporation	on Ltd. along fe of
Fhat, the percentage share out of all the partners in the a formal partnership no dated is as indicated is a sindicated is a sindicated is a sindicated in the indicated		r Deed
Name of Partner	% Share Out	
as his/her nominee vide That, in view of death / incapacitation resulting in total, Indian Oil Corporatiottd. / Hindustan Petroleum Corporation Ltd. is requested as partner in the RO Dealersh, State along with me and states.	e years residing affidavit dated and permanent disability, of S n Ltd. / Bharat Petroleum Corpo to induct his / her nominee(s) S ip at, Discri/Smt	ri/Smt. oration ri/Smt. strict:
hereby verify that what has been stated above is true and nothing material has been concealed there from. If an this affidavit shall be found to be untrue or incorrect or foretroleum Corporation Ltd. / Hindustan Petroleum Corpake suitable action as deemed fit including terminate whatsoever against Indian Oil Corporation Ltd. / Bharat Petroleum Corporation Ltd. (as applicable) for such action	nd correct to the best of my known information/declaration given alse, Indian Oil Corporation Ltd. / loration Ltd would be within its rigion and that I would have no Petroleum Corporation Ltd. / Hinda.	by me Bharat ghts to claim, dustan
along with my heirs, nominees, successors, executors, ndemnify Indian Oil Corporation Ltd. / Bharat Petroleum Corporation Ltd. (as applicable) from all acts, disputes, cany other risks arising out of reconstitution of the aboration as partner in the Dealersh	Corporation Ltd. / Hindustan Petr costs, losses, claims, damages, s ve stated RO Dealership by inc	roleum suits or

(Name ir	ı block	letters
----------	---------	---------

Solemnly affirmed and declared before me.	This	day of
•		

Signature and Seal of Magistrate/Judge/Notary public

AFFIDAVIT / INDEMNITY BOND BY SURVIVING PARTNERS OF DEALERSHIP

(Applicable only in case of Dealership under partnership and is being reconstituted in favour of only surviving partners in case Nominee(s) / Legal heir(s) of deceased partner(s) is/are not available / not traceable - to be obtained at time of reconstitution)

Notarized Affidavit

I,son / daughter / wife o	ıf
I, son / daughter / wife of Age years residing at as under;	do hereby solemnly affirm and say
That, I am the Partner of M/s	, State along
That, the percentage share out of all the partners in the a of Partnership no dated is as indicated is as indicated is as indicated in the partnership no dated in the partnership no in the partnership no in the partnership no in the partnership no	
Name of Partner	% Share Out
his/her affidavit dated Sri/Smt Oil Corporation Ltd. / Bharat Petroleum Corporation Ltd. to reconstitute the above stated RO dealership in the resulting in total and permanent disability, by inducting partner in the dealership in lieu of him/her, as per shared statement and permanent disability.	Sri/Smt Inat, Sri/Smt. Sri/Smt son / Age years residing at e affidavit dated That, vide had requested Indian / Hindustan Petroleum Corporation Ltd. event of his/her death/ incapacitation Sri/Smt as areholding allocated by him/her. That,
Oi	
That, Sri/Smt, who is my particle and sexpired / got totally incapacitated on son / daughter / wife of years residing at That, Sri/Smt is not available / is not training.	who is the legal heir

That, Sri/Smtexpired / got totally incapacitated onedeceased Sri/Smt	_, who is my partne That	er in the above stated RO dealership t, there is no surviving Legal heir of
In view of above, Indian Oil Corporation Petroleum Corporation Ltd. is requested to holding indicated below;		
Name of Proposed Proprietor/Pa	rtner(s)	% Share Out
I hereby verify that what has been stated and nothing material has been concealed in this affidavit shall be found to be untrue of Petroleum Corporation Ltd. / Hindustan Ptake suitable action as deemed fit includes whatsoever against Indian Oil Corporation Petroleum Corporation Ltd. (as applicable I along with my heirs, nominees, successed indemnify Indian Oil Corporation Ltd. / Bhat Corporation Ltd. (as applicable) from all a any other risks arising out of reconstitution	there from. If any is or incorrect or false betroleum Corporation that I betroleum that I b	information/declaration given by me, Indian Oil Corporation Ltd. / Bharation Ltd. would be within its rights to and that I would have no claim, coleum Corporation Ltd. / Hindustan igns and administrators hereby also poration Ltd. / Hindustan Petroleums, losses, claims, damages, suits or
	Signatur	e of Deponent (Surviving Partner(s) (Name in block letters)
		(
Solemnly affirmed and declared before me	ə. This	day of
Signature and Seal of Magistrate/Judge/Notary public		

AFFIDAVIT / INDEMNITY BOND BY LEGAL HEIR(S) & SURVIVING PARTNERS OF DEALERSHIP

(Applicable only in case of some/all nominee(s) / Legal heir(s) of deceased Proprietor/Partner(s) is/are not responding and Dealership is being reconstituted in favour of responding nominee(s) / Legal heir(s) / surviving partners - to be obtained at time of reconstitution)

Notarized Affidavit

	/ daughter / wife of e years residing at rm and say as under;		
That, I am the Partner of M/s	/ Hindustan Petroleum Corporation Ltd, State along		
Or			
That, Sri/Smt, F Petroleum Corporation Ltd. / Hindustan Petrole, District :, Stat and Sri/Smt as his/her nomin Or	e has appointed me		
That, I and Sri/Smt. Age years residing Legal heirs of Sri/Smt. Retail Outlet dealersh Petroleum Corporation Ltd. / Hindustan Petrole	son / daughter / wife of are the		
Legal heirs of Sri/Smt, Proprietor / partner of M/s			
Petroleum Corporation Ltd. / Hindustan Petroleum , District :, Stat	eum Corporation Ltd. located at		
That, the percentage share out of all the partners in the a of Partnership no dated is as indicated is as indicated is as indicated in the partnership no.			
Name of Existing Partners	% Share Out		
That, Sri/Smt, the partner expired / got totally incapacitated on	er of the above stated RO dealership		

That, Sri/Smt.		e nominee / legal heir of Sri/Smt.
is not inte	erested to join the abo	ve stated dealership / is not responding.
join the above stated dealership / r Corporation Ltd. / Hindustan Petro stated RO Dealership at	nd as Sri/Smt not responding, Indian	I and permanent disability, of Sri/Smt is not interested to Oil Corporation Ltd. / Bharat Petroleum . is requested to reconstitute the above , District :, State
Name of Proposed Propri	etor/Partner(s)	% Share Out
		<u> </u>
and nothing material has been cor in this affidavit shall be found to be Petroleum Corporation Ltd. / Hinds take suitable action as deemed whatsoever against Indian Oil Corporation Ltd. (as app I along with my heirs, nominees, so indemnify Indian Oil Corporation Ltd.	untrue or incorrect or fa untrue or incorrect or fa ustan Petroleum Corp fit including terminat poration Ltd. / Bharat plicable) for such actio uccessors, executors, td. / Bharat Petroleum om all acts, disputes, o	assigns and administrators hereby also Corporation Ltd. / Hindustan Petroleum costs, losses, claims, damages, suits or
	Signature of Depo	nent {surviving Partner(s)/Legal Heir(s)} (Name in block letters)
Solemnly affirmed and declared be	efore me. This	day of
Signature and Seal of Magistrate/Judge/Notary public		

AFFIDAVIT / INDEMNITY BOND BY ELIGIBLE LEGAL HEIR(S) & SURVIVING PARTNERS OF DEALERSHIP

(Applicable only in case of reconstitution cases where there is no NOCs from Nominee(s)/Legal Heir(s) who are not eligible to become Dealer(s) - to be obtained at time of reconstitution)

Notarized Affidavit

	n / daughter / wife of Age years residing at affirm and say as under;
That, I am the Partner of M/sOil Corporation Ltd. / Bharat Petroleum Corporation Ltd. located at, District :with Sri/Smt	td. / Hindustan Petroleum Corporation Ltd. , State along
Or	
That, I and Sri/Smt son / data Age years residing at, who is the Retail Outlet deale Petroleum Corporation Ltd. / Hindustan Pet, District :, S	are the Legal heirs of Sri/Smt. proprietor / partner of M/s rship of Indian Oil Corporation Ltd. / Bharat roleum Corporation Ltd. located at
That, the percentage share out of all the partners in the of Partnership no dated is as ir	
Name of Existing Partners	% Share Out
That, Sri/Smt, the production dealership expired / got totally incapacitated on	oprietor/partner of the above stated RO
That, Sri/Smt who is also the incapacitated proprietor/partner Sri/Smt a dealer as per eligibility criteria / disqualification crite in vogue.	, is not eligible to become
That, Sri/Smt is not tendering of the above stated RO dealership with me as a particular control of the state of the	ng her No-Objection towards reconstitution ner, in-spite of he/she not being eligible to

become a dealer as per eligibility criteria / disqualificati Guidelines in vogue.	on criteria of RO Dealership Selection
That, in view of death / incapacitation resulting in tota and as Sri/Smt. become a dealer as per eligibility criteria / disqualificati Guidelines in vogue, Indian Oil Corporation Ltd. / Bharat Petroleum Corporation Ltd. is requested to reconstitute, District:, Sta out stated below, without waiting for No-Objection certification	, is not eligible to on criteria of RO Dealership Selection Petroleum Corporation Ltd. / Hindustan e the above stated RO Dealership at
Name of Proposed Proprietor/Partner(s)	% Share Out
I hereby verify that what has been stated above is true a and nothing material has been concealed there from. If a in this affidavit shall be found to be untrue or incorrect or fa Petroleum Corporation Ltd. / Hindustan Petroleum Corporation as deemed fit including terminate whatsoever against Indian Oil Corporation Ltd. / Bharat I Petroleum Corporation Ltd. (as applicable) for such action	any information/declaration given by mealse, Indian Oil Corporation Ltd. / Bharat oration Ltd would be within its rights to ion and that I would have no claim, Petroleum Corporation Ltd. / Hindustann.
I along with my heirs, nominees, successors, executors, indemnify Indian Oil Corporation Ltd. / Bharat Petroleum Corporation Ltd. (as applicable) from all acts, disputes, cany other risks arising out of reconstitution of the above s	Corporation Ltd. / Hindustan Petroleum costs, losses, claims, damages, suits or
Signature of Deponent (su	urviving Partner(s) / eligible Legal Heirs) (Name in block letters)
Solemnly affirmed and declared before me. This	day of
Signature and Seal of Magistrate/Judge/Notary public	

ANNEXURE-K2

(Applicable in case of reconstitution where copy of Dealership Agreement is not available - to be obtained at time of reconstitution)

Notarized Affidavit

(TO BE TYPED ON APPROPRIATE NON-JUDICIAL STAMP PAPER OF REQUIRED VALUE)

d	son / Age o hereby solemnly affirm ar	daughter years nd say as under;	residing at
That, M/s, has bee State, has bee Indian Oil Corporation Ltd. / B Corporation Ltd. since	harat Petroleum Corporati	, District : proved Retail Out tion Ltd. / Hindu	
That, as per copy of Selection pa dated / LOA no da approval no da in the above mentioned RO dealers	nel dated dated, l/ ated, l/ ship as per the following ap	/ LOI no / copy /we am/are the pro oproved constitution	of reconstitution oprietor/ partners
	Or		
That, as per copy of copy of incomno and/or sales or (any other recthe above mentioned RO dealershi	tax returns for the period cord / correspondence) I/we	od e am/are the propr	/ RSL dated rietor/ partners in
Name of Existing Proprietor / Partner(s)	Son / Daughter / wife	of %	Share Out
T district(e)			

That, the Dealership Agreement of the above stated RO Dealership is not traceable.

In view of above, Indian Oil Corporation Ltd. / Bharat Petroleum Corporation Ltd. / Hindustan Petroleum Corporation Ltd is requested to take cognizance of the above stated Primary / Secondary documents and execute a fresh Dealership Agreement as per the constitution stated hereinabove.

That, I hereby verify that what has been stated above is true and correct to the best of my knowledge and nothing material has been concealed there from. If any information/declaration given by me in this affidavit shall be found to be untrue or incorrect or false, Indian Oil Corporation Ltd. / Bharat Petroleum Corporation Ltd. / Hindustan Petroleum Corporation Ltd would be within its rights to take suitable action as deemed fit including termination and that I would have no claim, whatsoever against Indian Oil Corporation Ltd. / Bharat Petroleum Corporation Ltd. / Hindustan Petroleum Corporation Ltd. (as applicable) for such action.

I along with my heirs, nominees, successors, executors, assigns and administrators hereby also indemnify Indian Oil Corporation Ltd. / Bharat Petroleum Corporation Ltd. / Hindustan Petroleum

Corporation Ltd. (as applicable) from all acts, disputes, costs, losses, claims, damages, suits or any other risks arising out of reconstitution of the above stated RO Dealership.
Signature of Deponent (claimant / prospective dealers) (Name in block letters)
Solemnly affirmed and declared before me. Thisday of
Signature and Seal of Magistrate/Judge/Notary public

AFFIDAVIT / INDEMNITY BOND BY PROCLAIMED LEGAL HEIRS OF PROPRIETOR / PARTNER(S)

(Applicable in case where reconstitution have not been done due to non-availability / authenticity of legal heir(s) but is being operated by proclaimed legal heir(s))

Notarized Affidavit (TO BE TYPED ON APPROPRIATE NON-JUDICIAL STAMP PAPER OF REQUIRED VALUE)

, d		aughter / wife of _ years residing at as under;		
That, M/s. State, has been ndian Oil Corporation Ltd. / B Corporation Ltd. since	harat Petroleum Corporation L	, District :, I Retail Outlet dealership of .td. / Hindustan Petroleum		
That, as per Dealership Agreem approved proprietor/ partners of the	ent datedeRO dealership as per sharehold	the following are the ling indicated below;		
Name of Proprietor / Partner(s) as per Dealership Agreement	Son / Daughter / wife of	% Share Out		
That, Sri/Smtexpired / got totally incapacitated onend since then I and Sri/Smtson / daughter / wife ofyears residing at who are theegal heirs of Sri/Smthas been peacefully and without dispute running the above stated Retail Outlet dealership as per shareholding indicated below since, without obtaining prior approval from Indian Oil Corporation Ltd. / Bharat Petroleum Corporation Ltd. / Hindustan Petroleum Corporation Ltd.;				
Name of Proclaimed Legal Heirs operating the Dealership	Son / Daughter / wife of			

I/we have requested Indian Oil Corporation Ltd. / Bharat Petroleum Corporation Ltd. / Hindustan Petroleum Corporation Ltd to take cognizance of the above and condone the mistake committed by me/us and reconstitute the above stated RO Dealership by inducting me/us as per the shareholding indicated above.

That, I/we further confirm to have gone through and fully understood various clauses of the dealership agreement and would fully comply by the same in future.

That, I/we undertake to take full responsibility of our actions in the past and verify that what has been stated above is true and correct to the best of my knowledge and nothing material has been concealed there from. If any information/declaration given by me in this affidavit shall be found to be untrue or incorrect or false, Indian Oil Corporation Ltd. / Bharat Petroleum Corporation Ltd. / Hindustan Petroleum Corporation Ltd would be within its rights to take suitable action as deemed fit including termination and that I would have no claim, whatsoever against Indian Oil Corporation

Ltd. / Bharat Petroleum Corporation Ltd. / Hindustan Petroleum Corporation Ltd. (as applicable) for such action.

I/we along with my/our heirs, nominees, successors, executors, assigns and administrators hereby also indemnify Indian Oil Corporation Ltd. / Bharat Petroleum Corporation Ltd. / Hindustan Petroleum Corporation Ltd. (as applicable) from all acts, disputes, costs, losses, claims, damages, suits or any other risks arising out of reconstitution of the above stated RO Dealership and for our actions in the past.

Signature of Deponent (claimant / prospective dealers)
(Name in block letters)

Solemnly affirmed and declared before me. This day of

Signature and Seal of Magistrate/Judge/Notary public

AFFIDAVIT / INDEMNITY BOND BY REMAINING PARTNER(S)

(Applicable in case where dealership is being operated by one or more partners after exit or prolonged absence of partner(s) from the dealership without approval of OMCs)

Notarized Affidavit

(TO BE TYPED ON APPROPRIATE NON-JUDICIAL STAMP PAPER OF REQUIRED VALUE)

l,d		ghter / wife of years residing at s under;			
That, M/s. State, has bee Indian Oil Corporation Ltd. / B Corporation Ltd. since	, at, en operating as a duly approved l harat Petroleum Corporation Ltd -	District :, Retail Outlet dealership of I. / Hindustan Petroleum			
That, as per Dealership Agreement dated the following are the approved partners of the RO dealership as per shareholding indicated below;					
Name of Partner(s) as per Dealership Agreement	Son / Daughter / wife of	% Share Out			
That, Sri/Smt had exited the RO Dealership / is absent from the RO Dealership since, without obtaining any prior approval from Indian Oil Corporation Ltd. / Bharat Petroleum Corporation Ltd. / Hindustan Petroleum Corporation Ltd. That, I/we have been peacefully and without dispute running the above stated Retail Outlet dealership as per shareholding indicated below since, without obtaining prior approval from Indian Oil Corporation Ltd. / Bharat Petroleum Corporation Ltd. / Hindustan Petroleum Corporation Ltd.;					
Name of Partner(s) operating the Dealership	Son / Daughter / wife of	% Share Out			

I/we have requested Indian Oil Corporation Ltd. / Bharat Petroleum Corporation Ltd. / Hindustan Petroleum Corporation Ltd to take cognizance of the above and condone the mistake committed by me/us and reconstitute the above stated RO Dealership by inducting me/us as per the shareholding indicated above.

That, I/we further confirm to have gone through and fully understood various clauses of the dealership agreement and would fully comply by the same in future.

That, I/we undertake to take full responsibility of our actions in the past and verify that what has been stated above is true and correct to the best of my knowledge and nothing material has been concealed there from. If any information/declaration given by me in this affidavit shall be found to be untrue or incorrect or false, Indian Oil Corporation Ltd. / Bharat Petroleum Corporation Ltd. /

Hindustan Petroleum Corporation Ltd would be within its rights to take suitable action as deemed fit including termination and that I would have no claim, whatsoever against Indian Oil Corporation Ltd. / Bharat Petroleum Corporation Ltd. / Hindustan Petroleum Corporation Ltd. (as applicable) for such action.

I/we along with my/our heirs, nominees, successors, executors, assigns and administrators hereby also indemnify Indian Oil Corporation Ltd. / Bharat Petroleum Corporation Ltd. / Hindustan Petroleum Corporation Ltd. (as applicable) from all acts, disputes, costs, losses, claims, damages, suits or any other risks arising out of reconstitution of the above stated RO Dealership and for our actions in the past.

Signature of Deponent (claimant / prospective dealers)
(Name in block letters)

Signature and Seal of Magistrate/Judge/Notary public

AFFIDAVIT / INDEMNITY BOND BY PROPRIETOR / PARTNER(S)

(Applicable in case where constitution is currently in line with approved set up and past deviations have been rectified)

Notarized Affidavit

(TO BE TYPED ON APPROPRIATE NON-JUDICIAL STAMP PAPER OF REQUIRED VALUE)

		daughter / wife o years residing a say as under;
That, M/s, has bee Indian Oil Corporation Ltd. / Br Corporation Ltd. since	narat Petroleum Corporatio	, District : oved Retail Outlet dealership o n Ltd. / Hindustan Petroleum
That, as per Dealership Agreeme approved proprietor/ partners of the	ent dated RO dealership as per share	the following are the holding indicated below;
Name of Proprietor / Partner(s) as per Dealership Agreement	Son / Daughter / wife of	% Share Out
That, the constitution of the RO De obtaining prior approval of the C constitution of the firm to its last ap	orporation, however subsec	quently I/we have restored the
I/we have requested Indian Oil Corpetroleum Corporation Ltd to take oby me/us and allow rectification / res	cognizance of the above and	condone the mistake committee

That, I/we further confirm to have gone through and fully understood various clauses of the dealership agreement and would fully comply by the same in future.

to its' earlier approved constitution (set-up) of the dealership.

That, I/we undertake to take full responsibility of our actions in the past and verify that what has been stated above is true and correct to the best of my knowledge and nothing material has been concealed there from. If any information/declaration given by me in this affidavit shall be found to be untrue or incorrect or false, Indian Oil Corporation Ltd. / Bharat Petroleum Corporation Ltd. / Hindustan Petroleum Corporation Ltd would be within its rights to take suitable action as deemed fit including termination and that I would have no claim, whatsoever against Indian Oil Corporation Ltd. / Bharat Petroleum Corporation Ltd. / Hindustan Petroleum Corporation Ltd. (as applicable) for such action.

I/we along with my/our heirs, nominees, successors, executors, assigns and administrators hereby also indemnify Indian Oil Corporation Ltd. / Bharat Petroleum Corporation Ltd. / Hindustan Petroleum Corporation Ltd. (as applicable) from all acts, disputes, costs, losses, claims, damages, suits or any other risks arising out of reconstitution of the above stated RO Dealership and for our actions in the past.

	Signature of Deponent {Proprietor/Partner(s)] (Name in block letters)
Solemnly affirmed and declared before me. This _	day of
Signature and Seal of Magistrate/Judge/Notary public	

(Applicable in case where proposed constitution requires recognition of induction of Partner(s) in the past without approval of OMC)

Notarized Affidavit

(TO BE TYPED ON APPROPRIATE NON-JUDICIAL STAMP PAPER OF REQUIRED VALUE)

I,		/ dauថ			
	do hereby solemnly aff	ge firm and say as		residing	aı
That, M/s, has Indian Oil Corporation Ltd. Corporation Ltd. since	/ Bharat Petroleum Co	, I ly approved F rporation Ltd.	District : Retail Out . / Hindu	tlet dealershi ustan Petrol	, ip of eum
That, as per Dealership Agre approved proprietor/ partners of	eement dated of the RO dealership as po	er shareholdin	the formula the grindicate	following are ed below;	the
Name of Proprietor / Partner as per Dealership Agreeme	` ,	/ wife of	%	Share Out	
That, without obtaining prior ap Dealership was change Sri/Smtyears residing at	d by me/us on son / daughter / wife of			by induc Age	cting
Name of partner(s) of current constitution	Son / Daughter / wife of	Within fami Outside fan	•	% Share Ou	t

I/we request Indian Oil Corporation Ltd. / Bharat Petroleum Corporation Ltd. / Hindustan Petroleum Corporation Ltd to take cognizance of the above and condone the mistake committed by me/us and reconstitute the above stated RO Dealership as per the shareholding indicated above.

That, I/we further confirm to have gone through and fully understood various clauses of the dealership agreement and would fully comply by the same in future.

That, I/we undertake to take full responsibility of our actions in the past and verify that what has been stated above is true and correct to the best of my knowledge and nothing material has been concealed there from. If any information/declaration given by me in this affidavit shall be found to be untrue or incorrect or false, Indian Oil Corporation Ltd. / Bharat Petroleum Corporation Ltd. / Hindustan Petroleum Corporation Ltd would be within its rights to take suitable action as deemed fit including termination and that I would have no claim, whatsoever against Indian Oil Corporation Ltd. / Bharat Petroleum Corporation Ltd. / Hindustan Petroleum Corporation Ltd. (as applicable) for such action.

I/we along with my/our heirs, nominees, successors, executors, assigns and administrators hereby also indemnify Indian Oil Corporation Ltd. / Bharat Petroleum Corporation Ltd. / Hindustan Petroleum Corporation Ltd. (as applicable) from all acts, disputes, costs, losses, claims, damages, suits or any other risks arising out of reconstitution of the above stated RO Dealership and for our actions in the past.

Signati	ure of Deponent (claimant / prospective dealers (Name in block letters
Solemnly affirmed and declared before me. This	day of
Signature and Seal of	

Magistrate/Judge/Notary public

(Applicable in case of total change over in past where proposed constitution requires approval for induction of "family member(s)" or "blood relative" of approved signatory) Notarized Affidavit

(TO BE TYPED ON APPROPRIATE NON-JUDICIAL STAMP PAPER OF REQUIRED VALUE)

l,	son	/ dau			
	do hereby solemnly affir	e rm and say a	years is under;	residing	ลเ
That, M/s. State, has Indian Oil Corporation Ltd. Corporation Ltd. since	/ Bharat Petroleum Cor	, y approved i poration Ltd	District : Retail Outlet I. / Hindust	t dealership tan Petrole	, p of eum
That, as per Dealership Agr approved proprietor/ partners o	eement dated of the RO dealership as pe	r shareholdin	the follong indicated	owing are below;	the
Name of Proprietor / Partner as per Dealership Agreeme	` ,	wife of	% Sh	nare Out	
That. I being	of Sri/Smt.			. who is	the
That, I being	re mentioned RO Dealers	hip, is his/h	er family m	ember / bl	ood
That, without obtaining prior ap Dealership was changed by mo					
Name of partner(s) of current constitution	Son / Daughter / wife o	of	% Share	Out	

I/we request Indian Oil Corporation Ltd. / Bharat Petroleum Corporation Ltd. / Hindustan Petroleum Corporation Ltd to take cognizance of the above and condone the mistake committed by me/us and reconstitute the above stated RO Dealership as per the shareholding indicated above.

That, I/we further confirm to have gone through and fully understood various clauses of the dealership agreement and would fully comply by the same in future.

That, I/we undertake to take full responsibility of our actions in the past and verify that what has been stated above is true and correct to the best of my knowledge and nothing material has been concealed there from. If any information/declaration given by me in this affidavit shall be found to be untrue or incorrect or false, Indian Oil Corporation Ltd. / Bharat Petroleum Corporation Ltd. / Hindustan Petroleum Corporation Ltd would be within its rights to take suitable action as deemed fit including termination and that I would have no claim, whatsoever against Indian Oil Corporation

I/we along with my/our heirs, nominees, successors, executors, assigns and administrators hereby also indemnify Indian Oil Corporation Ltd. / Bharat Petroleum Corporation Ltd. / Hindustan Petroleum Corporation Ltd. (as applicable) from all acts, disputes, costs, losses, claims, damages, suits or any other risks arising out of reconstitution of the above stated RO Dealership and for our actions in the past.

Signature of Deponent (claimant / prospective dealers) (Name in block letters)

Ltd. / Bharat Petroleum Corporation Ltd. / Hindustan Petroleum Corporation Ltd. (as applicable)

Solemnly affirmed and declared before me. This _____day of _____

Signature and Seal of Magistrate/Judge/Notary public

for such action.

(Applicable in case of total change over in past where no signatory {including legal heir(s)/ family member(s)/blood relative(s)} is part of set up) Notarized Affidavit

(TO BE TYPED ON APPROPRIATE NON-JUDICIAL STAMP PAPER OF REQUIRED VALUE)

l,		/ dau			of at
	do hereby solemnly affiri			residing	aı
That, M/s, has	, at been operating as a duly	, , approved I	District: Retail Outle	et dealershir	, of
Indian Oil Corporation Ltd. Corporation Ltd. since	/ Bharat Petroleum Corp	poration Ltd	l. / Hindus	tan Petrole	um
That, as per Dealership Agro approved proprietor/ partners o	eement dated of the RO dealership as per	shareholdin	the foll ng indicated	lowing are below;	the
Name of Proprietor / Partner as per Dealership Agreeme		wife of	% St	hare Out	
That, without obtaining prior ap Dealership was changed by me					
Name of partner(s) of current constitution	Son / Daughter / wife of	f	% Share	Out	

I/we have requested Indian Oil Corporation Ltd. / Bharat Petroleum Corporation Ltd. / Hindustan Petroleum Corporation Ltd to take cognizance of the above and condone the mistake committed by me/us and reconstitute the above stated RO Dealership as per the shareholding indicated above.

That, I/we further confirm to have gone through and fully understood various clauses of the dealership agreement and would fully comply by the same in future.

That, I/we undertake to take full responsibility of our actions in the past and verify that what has been stated above is true and correct to the best of my knowledge and nothing material has been concealed there from. If any information/declaration given by me in this affidavit shall be found to be untrue or incorrect or false, Indian Oil Corporation Ltd. / Bharat Petroleum Corporation Ltd. / Hindustan Petroleum Corporation Ltd would be within its rights to take suitable action as deemed fit including termination and that I would have no claim, whatsoever against Indian Oil Corporation Ltd. / Bharat Petroleum Corporation Ltd. / Hindustan Petroleum Corporation Ltd. (as applicable) for such action.

I/we along with my/our heirs, nominees, successors, executors, assigns and administrators hereby also indemnify Indian Oil Corporation Ltd. / Bharat Petroleum Corporation Ltd. / Hindustan Petroleum Corporation Ltd. (as applicable) from all acts, disputes, costs, losses, claims, damages, suits or any other risks arising out of reconstitution of the above stated RO Dealership and for our actions in the past.

	Signature of Depon	ent (claimaı	nt / prospective dealers) (Name in block letters)
Solemnly affirmed and declared before i	me. This	_day of	
Signature and Seal of Magistrate/Judge/Notary public			

AFFIDAVIT / INDEMNITY BOND BY MEMBERS OF "FAMILY UNIT" AND MARRIED CHILDREN OF TOTALLY INCAPACITATED DEALER(S).

(Applicable only in case of reconstitution cases where there is no nominee(s) and totally incapacitated Dealer(s) is not in a position to give consent due to physical condition - to be obtained at time of reconstitution)

Notarized Affidavit

l,d		aughter / wife of years residing at / as under;
	s the proprietor / partner of the harat Petroleum Corporation L	years residing at Retail Outlet Dealership of td. / Hindustan Petroleum
* That, as per Dealership Agreed approved proprietor/ partners of the	ment dated e RO dealership as per sharehold	the following are the ding indicated below;
Name of Proprietor / Partner(s) as per Dealership Agreement	Son / Daughter / wife of	% Share Out
That, Sri/Smtdealership got totally incapacitated not in a position to give his/her codealership, owing to his/her physic	, who is the proprietor/parti d on due to nsent in respect of reconstitution al condition.	ner of the above stated RO and is of his/her above stated RO
That, I being thehis / her "Family Unit".	of Sri/Smt	is a member of
That, in view of death / incapacit respect of reconstitution of his/her a Indian Oil Corporation Ltd. / B Corporation Ltd. is requested	and as he / she is not in a positi above stated RO dealership, due harat Petroleum Corporation L to reconstitute the above	to his/ her physical condition, to his/ her physical condition, td. / Hindustan Petroleum stated RO dealership at

Name of Proposed Proprietor/Partner(s)	% Share Out

I hereby verify that what has been stated above is true and correct to the best of my knowledge and nothing material has been concealed there from. If any information/declaration given by me in this affidavit shall be found to be untrue or incorrect or false, Indian Oil Corporation Ltd. / Bharat Petroleum Corporation Ltd. / Hindustan Petroleum Corporation Ltd would be within its rights to take suitable action as deemed fit including termination and that I would have no claim, whatsoever against Indian Oil Corporation Ltd. / Bharat Petroleum Corporation Ltd. / Hindustan Petroleum Corporation Ltd. (as applicable) for such action.

I along with my heirs, nominees, successors, executors, assigns and administrators hereby also indemnify Indian Oil Corporation Ltd. / Bharat Petroleum Corporation Ltd. / Hindustan Petroleum Corporation Ltd. (as applicable) from all acts, disputes, costs, losses, claims, damages, suits or any other risks arising out of reconstitution of the above stated RO dealership.

	Signature of Deponent (M		Married children) me in block letters
Solemnly affirmed and decla	ared before me. This	day of	
Signature and Seal of			

Magistrate/Judge/Notary public

(Applicable only in case of reconstitution cases where Legal Heir(s) have applied for Succession Certificate but have not been able to obtain it due to pending court proceedings - to be obtained at time of reconstitution)

Notarized Affidavit (TO BE TYPED ON APPROPRIATE NON-JUDICIAL STAMP PAPER OF REQUIRED VALUE)

l,do		Age	years	/ wife residing	
That, Sri/Smt.		Age	years	residing	at
Oil Corporation Ltd. / Bharat Petrole at location	, District :	d. / Hindusta , St , so	an Petroleum ate n / daugh	Corporation L *alo	_td. ong of
* That, as per Dealership Agreeme approved proprietor/ partners of the	ent dated RO dealership as ˌ	per shareho	the f Iding indicate	ollowing are to below;	the
Name of Proprietor / Partner(s) as per Dealership Agreement	Son / Daughte	er / wife of	% :	Share Out	
That, Sri/Smt	, the prop pacitated on	orietor / part	tner of the a	bove stated F	RO
That, I and Sri/SmtAge Legal heir(s) of deceased / totally indian Oil Corporation Ltd. / Bhat Corporation Ltd. at location	capacitated proprie arat Petroleum C	etor / partner Corporation	r of Retail Out Ltd. / Hindu	tlet Dealership ustan Petrolei	o of um
That, vide application nopetition to the Hon'ble Court atincapacitated proprietor / partner Sri. Certificate. However, due to pendin could not be issued till date. Further, take some more time.	/Smt ng proceedings by	zing me as l	Legal heir of c , by issui court, succe	ing a Successi ession certifica	ally ion ate
That, in view of death / incapacitat and more time to issue a succession ce totally incapacitated proprietor / par Ltd. / Bharat Petroleum Corporation	as it is expected the rtificate to the effe	nat the comp ct that I am	petent authori the Legal He	ity will take soneir of decease	me ed /

and reconstitute the above RO	dealership at,
, and reconstitute the above RO District :, State as pe	er the share out stated below;
Name of Proposed Proprietor/Partner(s)	% Share Out
I hereby verify that what has been stated above is true a and nothing material has been concealed there from. If a in this affidavit shall be found to be untrue or incorrect or for Petroleum Corporation Ltd. / Hindustan Petroleum Corporation as deemed fit including terminat whatsoever against Indian Oil Corporation Ltd. / Bharat Petroleum Corporation Ltd. (as applicable) for such action	any information/declaration given by me alse, Indian Oil Corporation Ltd. / Bharat oration Ltd would be within its rights to ion and that I would have no claim, Petroleum Corporation Ltd. / Hindustan
I along with my heirs, nominees, successors, executors, indemnify Indian Oil Corporation Ltd. / Bharat Petroleum Corporation Ltd. (as applicable) from all acts, disputes, of any other risks arising out of reconstitution of the above s	Corporation Ltd. / Hindustan Petroleum costs, losses, claims, damages, suits or
Signature of Depon	ent {Legal heir of Proprietor/Partner(s)} (Name in block letters)
Solemnly affirmed and declared before me. This	day of
Signature and Seal of Magistrate/Judge/Notary public	

AFFIDAVIT / INDEMNITY BOND BY OUTGOING PROPRIETOR/PARTNER(S) LIVING OUTSIDE COUNTRY

(Applicable only in case of reconstitution cases where outgoing partner living outside country cannot attend meeting of existing/incoming proprietor/partner(s) at Divisional/Territory/Regional Office - to be obtained at time of reconstitution)

Affidavit

l,	son / dau Age urrently residing at	ghter / wife of years resident of
solemnly affirm and say as under;	arronaly rootaling at	as notes,
That, I *along with Sri/Smt.	, son	/ daughter / wife of years residing at
Indian Oil Corporation Ltd. / B	m/ <i>ar</i> e the proprietor / partners of l harat Petroleum Corporation Ltd , District	. / Hindustan Petroleum
* That, as per Dealership Agreer approved proprietor/ partners of the	ment dated e RO dealership as per shareholdin	the following are the g indicated below;
Name of existing Proprietor / Partner(s) as per Dealership Agreement	Son / Daughter / wife of	% Share Out
That, due to my permanent / I am unable to Dealership and therefore want to re	temporary residency status of continue as proprietor / partner esign from the dealership.	since of the above stated RO
That, vide docket no	dated, an applicated be	ation have been submitted low;
Name of proposed Proprietor / Partner(s)	Son / Daughter / wife of	% Share Out
Office in-charge of Indian Oil Corp	dated, the Doration Ltd. / Bharat Petroleum Co advised me to attend the mee on	orporation Ltd. / Hindustan
That, due to,	I will not be to attend the above sta	ated meeting.

That, Indian Oil Corporation Ltd. / Bharat Petroleum Corporation Ltd. / Hindustan Petroleum Corporation Ltd. is requested to approve the reconstitution proposal submitted vide docket no.

and reconstitute the above RO dealership at, Dist, State as per the share out stated below;			
as per the one	no out otatou poloti,		
Name of Proposed Proprietor/Partner(s)	% Share Out		
I hereby verify that what has been stated above is true and correct to the best of my knowledge and nothing material has been concealed there from. If any information/declaration given by me in this affidavit shall be found to be untrue or incorrect or false, Indian Oil Corporation Ltd. / Bharat Petroleum Corporation Ltd. / Hindustan Petroleum Corporation Ltd would be within its rights to take suitable action as deemed fit including termination and that I would have no claim, whatsoever against Indian Oil Corporation Ltd. / Bharat Petroleum Corporation Ltd. / Hindustan Petroleum Corporation Ltd. (as applicable) for such action. I along with my heirs, nominees, successors, executors, assigns and administrators hereby also indemnify Indian Oil Corporation Ltd. / Bharat Petroleum Corporation Ltd. / Hindustan Petroleum			
Corporation Ltd. (as applicable) from all acts, disputes, of any other risks arising out of reconstitution of the above s			
Signature of Deponent	(Proprietor/Partner living outside India) (Name in block letters)		
Solemnly affirmed and declared before me. This	day of		
Signature and Seal of Authorized personnel of Indian Consulate at			

(Applicable only in case of reconstitution cases where outgoing partner living outside country cannot attend meeting of existing/incoming proprietor/partner(s) at Divisional/Territory/Regional Office - to be obtained at time of reconstitution)

Affidavit

l,		ghter / wife of years resident of
	urrently residing at	
solemnly affirm and say as under;	. 0	
That, Sri/Smt. is the sole Proprietor / Partner of M of Indian Oil Corporation Ltd. /	, son / d Age years residing at	aughter / wife of
is the sole Proprietor / Partner of M	/s	Retail Outlet dealership
of Indian Oil Corporation Ltd. / Corporation Ltd. located at*along with Sri wife of	Bharat Petroleum Corporation Lt , District	d. / Hindustan Petroleum :, State
*along with Sri		, son / daughter /
wife of	Age	years residing at
* That, as per Dealership Agreed approved proprietor/ partners of the	ment dated e RO dealership as per shareholdir	the following are the ng indicated below;
Name of existing Proprietor / Partner(s) as per Dealership Agreement	Son / Daughter / wife of	% Share Out
That, Sri/Smtsince	is currently a temporary	/ / permanent resident of
That, due to the permanent / he/she is unable Dealership and therefore has proper	temporary residency status of e to continue as proprietor / partne osed to resign from the dealership.	er of the above stated RO
That, vide docket no for reconstituting the above mentio	dated, an applicated RO Dealership as indicated be	ation have been submitted low;
Name of proposed Proprietor / Partner(s)	Son / Daughter / wife of	% Share Out
Office in-charge of Indian Oil Corp Petroleum Corporation Ltd. has ac	dated, the Doration Ltd. / Bharat Petroleum Codvised me along with Sri/Smt/in-coming proprietor/partner(s)	orporation Ltd. / Hindustan to

has informed that he/she will
Corporation Ltd. / Hindustan Petroleum tion proposal submitted vide docket no. p at, District : are out stated below;
% Share Out
and correct to the best of my knowledge any information/declaration given by me alse, Indian Oil Corporation Ltd. / Bharat coration Ltd would be within its rights to tion and that I would have no claim, Petroleum Corporation Ltd. / Hindustan in. assigns and administrators hereby also Corporation Ltd. / Hindustan Petroleum costs, losses, claims, damages, suits or stated RO dealership.
oonent {Incoming Proprietor/Partner(s)} (Name in block letters)
day of

INSTRUCTIONS FOR RECONSTITUTION AT LOI STAGE

- 1. The Reconstitution Policy must be read and understood fully. The application complete in all respects including processing fee must be submitted to the respective Divisional/Territory/Regional Office of IOC/BPC/HPC, as applicable, preferably in person. If sent by post/courier the same must be addressed to the respective Divisional/Territory/Regional Office in-charge.
- 2. An acknowledgement of receipt of application will be issued by the Divisional/Territory/Regional Office along with a reference number. In cases where the applications are not handed over in person and if acknowledgement is not received within 15 days, the same to be brought to the notice of the Divisional/Territory/Regional Office in-charge immediately. For all future correspondence the reference number to be mentioned.
- **3.** Application processing fee: A non refundable application processing fee of Rs.25,000/for reconstitution in favour of Indian Oil Corporation Ltd. / Bharat Petroleum Corporation Ltd. / Hindustan Petroleum Corporation Ltd., as applicable, and payable at the Divisional/Territory/Regional Office location, will be payable along with the application as per the Reconstitution policy, as applicable.
- 4. Reconstitution fee: Non refundable reconstitution fee equivalent to prevailing security deposit (as applicable to Dealership Selection policy in vogue) will be collected before execution of agreement as per the reconstitution Policy, as applicable.
- 5. In case of reconstitution proposals on account of incapacitation due to serious illness/accident resulting in permanent and total disability which will disable the LOI holder to work or follow any profession, Chief Medical Officer of Govt. Hospital of the District or Medical Board recognized by the Govt. need to certify the incapacitation for considering the proposal.
- **6.** If the nominee / legal heir / family member of the deceased/incapacitated LOI holder does not possess the minimum educational qualification in line with the dealer selection policy in vogue and is proposing to become the proprietor/partner, then the Committee of Officers appointed by the Corporation will verify whether such legal heir is able to read, write and count.
- **7.** At an appointed date the incoming candidate(s) along with continuing/existing partner(s) have to appear before the Committee along with the original documents copies of which were submitted / required along with the application.
- **8.** All the pages of the application along with the annexures to be signed / self attested by the incoming candidate(s) along with the existing / continuing partner(s) and incapacitated LOI holder, as applicable.

- **9.** In case the nominee / legal heir / family member is a minor, then local guardian proposing to operate the RO is required to sign along with the minor nominee / legal heir / family member wherever applicable.
- **10.** On communicating the 'in principle' approval for the re-constitution, the documentary confirmation of the relevant formalities and legal compliance must be submitted to the Divisional/Territory/Regional Office in-charge within 60 days.

APPLICATION FOR RE-CONSTITUTION AT LOI STAGE

Date:

S. NO.	PART	ICULARS		DETAILS			
1	Details of LOI						
(a)	Whether LOI is on sole proprietorship or			Proprietorship / Partnership			
(- ,	partnership:			. Tophictorolly / Turtherolly			
(b)	Name of LOI holder(s): (Name of all co- 1.						
, ,	LOI holder(s) in case			2.			
(c)	LOI reference & dat	te :					
(d)	Location :						
(e)	Tehsil / Sub-Division	n / District :					
(f)	State :						
(g)	Category under wh	ich LOI was issue	ed :				
2	Details of existing /	deceased / inc	apacita	ted LOI ho	older(s)		
	Name of LOI	Category	А	live /	Existin	g % Pro	oposed %
	holder(s)	SC/ST/Others	Dec	eased /	shai	re	share
			Incap	pacitated			
		Name of LOI Address			Telepho	-	mail ID
	holder(s)				Mobile	no.	
3	Whether same lar		n the		`	Yes / No	
	earlier LOI will be m						
4	Details of Land as p						
5	Details of revised L	,	ernate				
	suitable land have b				.1. / 1		
6	Whether proposal			ט	Death / Incapacitation / Others		
	being submitted of		eatn /				
7	Incapacitation / Oth Name of the dece		itatad				
'	LOI holder(s), if sam	•	itateu				
8	Details of nominee	• •	inted k	v decease	d or incan	acitated I OI	holder(s) ·
(a)	Whether nominee					Yes / No	
(4)	deceased or incapa		-			. 55 / 110	
(b)	Name(s) of person						
(-)	nominee(s) by	the deceased		Nar	ne of	Name of	% of share
	incapacitated LOI		case		ased /	nominee(s)	nominated
	nominee(s) was/w	• • •			citated		

	more than one nominee was appointed	LOI holder
	by the deceased or incapacitated LOI	
	holder(s) in his last nomination, details	
	as indicated alongside has to be given for	
	each nominee indicating the % share out	
	proposed). If the nominee(s) is/are	
	minor, then the details of the local	
	guardian who will be operating the	
	dealership till the nominee(s) becomes a	
	major, is to be furnished along with that	
	of the minor nominee(s).	
9	Detail of reconstitution proposed	
(a)	Whether reconstitution proposed for	Yes / No
(4)	induction of outside partner(s)	. 25 / 110
(b)	Whether minimum 51 % share is	
(5)	proposed	Yes / No / NA
	proposed	TCS / NO / NA
	 a) In favour of original allottee(s) and/or in favour of nominee(s)/legal heir(s)/family member(s) (including married children and/or grandchildren) of original allottee(s) where reconstitution is being proposed due to death/Incapacitation of LOI holder(s) and where incapacitated LOI holder(s) desires to retire. b) In favour of original allottee(s) where reconstitution is being proposed for reasons other than death of the LOI holder(s) 	% share out proposed, in case of death of LOI holder(s) and in case of incapacitation of LOI holder(s), where the incapacitated LOI holder(s) desires to retire In favour of existing partner(s) and nominee(s) / legal heir(s) / family member(s) (including married children and/or grandchildren) of the deceased / incapacitated LOI holder(s)
	holder(s).	0/ also as a sub-assa a
	The % share out of proposed	% share out proposed In other cases
	reconstitution is to be indicated as per	In favour of existing In favour of
	table attached.	partner(s) other incoming
	נמטוכ מננמטווכט.	partner(s)
	10.11.12.1	
(c)	If the LOI was issued under SC/ST category, whether proposal is being submitted for induction of non SC/ST partner(s):	Yes / No / NA

(d)	In case proposal is being submitted for induction of non SC/ST partner(s) in LOIs	Yes / No /	NA
	issued under SC/ST category, whether	Name of partner(s) of	% of share
	total % share out proposed for non	SC/ST category	proposed
	SC/ST partner(s) is within 25 %. Also,		
	mention total share out proposed for		
	non SC/ST partner(s) : (In case of		
	death/permanent incapacitation of	Total % share	
	SC/ST LOI holder(s), total share of the	proposed for	
	deceased/incapacitated LOI holder(s)	partner(s) of SC/ST	
	can be transferred to Non-SC/ST spouse	category	
	or Non-SC/ST children (legal heirs) as the		
	case may be, which would be counted as	Name of partner(s) of	% of share
	SC/ST share)	other category	proposed
		Total % share	
		proposed for	
		partner(s) of other	
		category	
10	Brief reasons for the proposed		
11	reconstitution: Name(s) of continuing LOI holder(s) /		
**	incoming partner(s) : (if more than one	Name of continuing	% of share
	partner is proposed, details as indicated	LOI holder(s)	proposed
	below has to be given for each partner	LOI Holder(s)	proposed
	indicating the % share out proposed by		
	attaching separate sheet). If the legal		
	heir(s) is/are minor, then the details of		
	the local guardian who will be operating	Name of incoming	% of share
	the dealership till the legal heir(s)	partner(s)	proposed
	becomes a major, is to be furnished	partifer(s)	ριοροσεα
	along with that of the minor legal		
	heir(s).		
12	Details of reconstitution processing fee		
	Details of reconstitution processing fee		

Signature of existing LOI holder(s)

Signature of the incoming partner(s) (wherever applicable)

Signature of nominee(s)/legal heir(s)/family member(s) of deceased/incapacitated LOI holder(s)LOI holder(s) (wherever applicable)

Signature of Local Guardian (wherever applicable)

UNDERTAKING

"I/We the existing LOI holder(s) of LOI no.	, dated
issued by Indian Oil Corporation Ltd. / Bharat Petroleu	
Petroleum Corporation Ltd. for Retail Outlet Dealership at	, District :
along with the pr	roposed partner(s) hereby confirm
that all the details furnished in the application are true to t	
also confirm that the re-constitution policy has been read	I and understood by me/us. I/We
confirm that the proposal for re-constitution is submitted co	onsciously after fully understanding
the implications of the same."	
Signature of existing LOI holder(s) partner(s) (wherever applicable)	Signature of the incoming
Signature of nominee(s)/legal heir(s)/family member(s) of deceased/incapacitated LOI holder(s) (wherever applicable)	
Signature of Local Guardian	
(wherever applicable)	

ANNEXURE-C1

<u>DETAILS OF CONTINUING LOI HOLDER(S) / INCOMING PROPRIETOR / PARTNER(S) FOR RECONSTITUTION AT LOI STAGE</u>

1	Name of the continuing LOI holder(s) / incoming Proprietor / Partner(s)			
2	Photograph of the continuing LOI holder(s) / incoming Proprietor / Partner(s)			
3	Whether continuing LOI holder(s) / incoming Proprietor / Partner(s)	Continuing LOI holder / Incoming Proprietor / Incoming Partner	Continuing LOI holder / Incoming Proprietor / Incoming Partner	Continuing LOI holder / Incoming Proprietor / Incoming Partner
4	Whether nominee of deceased / incapacitated LOI holder(s)	Yes / No / NA	Yes / No / NA	Yes / No / NA
5	Whether legal heir / family member of deceased / incapacitated LOI holder(s)	Yes / No / NA	Yes / No / NA	Yes / No / NA
6	Whether incoming Proprietor / Partner(s) is outside / within family	Outside / Within / NA	Outside / Within / NA	Outside / Within / NA
7	Category of continuing LOI holder(s) / incoming Proprietor / Partner(s)	SC / ST / Others	SC / ST / Others	SC / ST / Others
8	% share proposed			
9	Address			
10	District			
11	State			
12	PIN Code			
13	Telephone / Mobile no.			
14	e-mail Id			
15	Educational qualification as on date of application			
16	Date of birth			

17	Age as on date of application		
	' '		
18	Present occupation		
19	PAN no.		
20	Relationship details with existing / deceased / incapacitated LOI holder(s), if any		
21	Any other relevant information		

Signature of existing LOI holder(s) incoming partner(s) (wherever applicable)

Signature of the

Signature of nominee(s)/legal heir(s)/family member(s) of deceased/incapacitated LOI holder(s)LOI holder(s) (wherever applicable)

Signature of Local Guardian (wherever applicable)

DETAILS OF DOCUMENTS ENCLOSED FOR RECONSTITUTION AT LOI STAGE

	DOCUMENTS REQUIRED	State whether attached or	No. of pages
	·	Not applicable	. 0
	A. FOR INCOMING CANDIDATE		
1.	Proof of Identity :- Copy of any of the following (Voter ID /		
	PAN Card / Photo ID card issued by Govt. / PSU / Passport /		
	Driving Licence)		
2.	Age Proof :- Copy of any of the following (Birth Certificate,		
	School leaving certificate / Passport / Driving Licence / PAN		
	Card / Self Affidavit / Identity card issued by Election		
_	Commission)		
3.	Educational Qualification :- Copy of matriculation certificate /		
1	SSC / 10 th passing marksheet.		
4.	Succession certificate / Legal heir certificate confirming legal heir(s) of deceased LOI holder(s)		
5	NOC from		
٥.	a. Nominee(s) / legal heir(s) of deceased LOI holder(s) in case		
	any nominee(s) / legal heir(s) is not proposing to join		
	dealership.		
	b. Nominee(s) / legal heir(s) of incapacitated LOI holder(s)		
	(who is not in a position to give consent due to physical		
	condition) in case they are not proposing to join		
	dealership		
6.	In case of reconstitution of SC/ST category LOI with SC/ST		
	partner – Copy of SC/ST certificate from competent authority		
	as per Dealership selection guidelines in vogue.		
7.	Standard Affidavit on Indian nationality, age, multiple		
	dealership norms, non-conviction etc. as applicable		
	(Annexure-D1)		
8.	Passport size photographs of the continuing / incoming		
0	candidate(s) to be pasted on the application in (Annexure-C1)		
٦.	If in service, affidavit for resigning from the service after the approval of Reconstitution but before the execution of the		
	agreement.		
	B. OTHER DOCUMENTS		
1.	Copy of the death Certificate in case of death of LOI holder.		
2.	In case of incapacitation, copy of the Incapacitation Certificate		
	issued by the Chief Medical officer of the District Govt.		
	Medical Hospital / Medical Board recognized by the Govt.		
3.	Letter of Acceptance in the form of Affidavit from the local		
	guardian to operate the dealership till the legal heir becomes		

		1	
	a major. (18 years)***		
4.	Copy of LOI		
5.	Draft copy of the dissolution deed of the existing partnership		
	(if applicable)		
6.	Draft Copy of the deed of the proposed partnership (if		
	applicable)		
7.	Reconstitution Fee (DD for Rs.25000/-)		
8.	For induction of outside category partner in SC/ST dealership,		
	incoming partner to fill the new dealership form and submit		
	along with relevant enclosures.		
9.	Age Proof of local guardian *** :- Copy of any of the following		
	(Birth Certificate, School leaving certificate, Passport, Driving		
	Licence, PAN Card, Self Affidavit, Identity card issued by		
	Election Commission).		
10	Proof of educational qualification of the local guardian: If not		
	able to furnish, then, he/she should be able to read, write &		
	count.		
11			
11	. Total no. of pages enclosed		

^{***} Required only if the proposed legal heir of the deceased/incapacitated LOI holder is a minor.

Signature of existing LOI holder(s)

Signature of the incoming partner(s) (wherever applicable)

Signature of nominee(s)/legal heir(s)/family member(s) of deceased/incapacitated LOI holder(s)LOI holder(s) (wherever applicable)

Signature of Local Guardian (wherever applicable)

Notarized Affidavit

Dist	onstitution of Retail Outlet Dealership at LOI Stage for the Location:, rict:, State: which was offered vide LOI no, dated,
	son/daughter/wife of years residing at
do	hereby solemnly affirm and say as under :
1	That I am an Indian Citizen and resident of India (as per Income Tax Rules).
2	That my date of birth is d d / m m / y y y (Age as on date of application for reconstitution in words)
3	* That I have passed the 10 th Standard examination conducted by Board in y y y the year
4	* That I am unmarried. That neither I, nor my Father, Mother, unmarried brother(s), unmarried sister(s) have dealership/distributorship or hold Letter of Intent for Retail Outlet or SKO-LDC dealership or LPG distributorship of any Oil Company except the subject Retail Outlet Dealership
	for which Reconstitution is proposed #.
	OR
	* That I am married and name of my spouse is That neither I nor my spouse unmarried son(s) / unmarried daughter(s) have dealership / distributorship or hold letter of Intention for Retail Outlet or SKO-LDO dealership or LPG distributorship of any Oil Company <i>except the</i>
	subject Retail Outlet Dealership for which Reconstitution is proposed #.
	OR
	* That I am widow / widower. That neither I nor my unmarried son(s) / unmarried daughter(s) have dealership/ distributorship or hold letter of Intent for Retail Outlet or SKO-LDO dealership or LPG distributorship of any Oil Company except the subject Retail Outlet Dealership for which
	Reconstitution is proposed #
	OR

	* That I am divorcee. That neither I , nor any of my unmarried son(s) / unmarried daughter(s)
	(whose custody is given to me) have dealership/ distributorship or hold letter of Intent for Retail
	Outlet or SKO-LDO dealership or LPG distributorship of any Oil Company <i>except the subject Retail</i>
	Outlet Dealership for which Reconstitution is proposed #.
5	That I hereby confirm that none of my family members (as per multiple dealership norms as defined
	in Dealer Selection Guidelines of Oil Marketing Companies) are employees of Oil Marketing
	Companies.
6	That I am of sound mental health & I am not totally paralyzed.
7	That I am married and my name before marriage was and after my marriage to Shri
	has been changed to Smt
8	That I have never been convicted by any Court of Law for any criminal offences involving moral
	turpitude and/or economic offences (other than freedom struggle).
9	That I hereby confirm that I was never a signatory to dealership/distributorship agreement of any
	Oil Company, which was terminated for proven malpractices and / or for violations of provisions of
	the Marketing Discipline Guidelines.
10	That I hereby confirm that I will not be taking up any other employment upon my appointment as a
	dealer. If I am already employed I will resign from the employment and produce the letter of
	acceptance of resignation by the employer before the acceptance of Letter of Appointment issued
	by the Oil Company.
11	I hereby declare that I am neither employed in private sector nor drawing any
	salary/perks/emoluments from State / Central Government. I also affirm that during the tenure of
	the Dealership I will not draw any salary /perks/emoluments from State / Central Government /
	Private Sector.
12	That presently I am not having any contract with any Oil Marketing Company as Service
	Provider/Labour contractor/Job Contractor for any COCO RO
	OR
	That presently I am having a contract with an Oil Marketing Company as Service Provider/Labour
	contractor/Job Contractor for one COCO RO (Name of COCO Location,
	Dist, State, Oil Company name). I also
	know that if I am appointed as a Dealer, I will have to terminate this contract before issuance of
	Letter of Appointment.
13	That if any information/declaration given by me in my application or in any document submitted by
	me in support of application for the award of the RO dealership or in this affidavit shall be found to
	be untrue or incorrect or false, then Corporation would be within its rights to withdraw the letter of
	intent / terminate the dealership (if already appointed) and that I would have no claim, whatsoever,

against the Corporation for such withd	rawal / termination.
* Strike off whatever is not applicable.	# Strike off the portion in italics if not applicable.
hereby verify that what has been stated abo material has been concealed there from.	ve is true and correct to the best of my knowledge and nothing
	Signature of Deponent
	(Name in block letters)
Solemnly affirmed and declared before me. T	hisday of
	Signature and Seal of Magistrate/Judge/Notary public
	Magistrate/Judge/Notary public

AFFIDAVIT / INDEMNITY BOND FOR APPOINTMENT OF NOMINEE(S) BY LOI HOLDER(S) Notarized Affidavit (TO BE TYPED ON APPROPRIATE NON-JUDICIAL STAMP PAPER OF REQUIRED VALUE)

l,			ughter		of
<u>-</u> -	Age	·	_ years	residing	at
do here	eby solemnly affirm	and say	as under;		
That, I am the sole / joint LOI h	orporation Ltd. / B	harat Pe	etroleum Co	orporation	
Hindustan Petroleum Corporation Ltd.		-			, Sri
District :,	State		-		
			ighter /		of at
	Aye		_ years	residing	uι
·					
*That, the percentage share out of al	l the partners in th	ne above	stated LO	l as per De	ed of
Partnership no dated			o otatea le	. 40 pc. 20	cu oj
Name of Partner			% Share	Out	
Nume of Futther			70 SHUTE	Out	
That, in case of my death or in case incapacitation resulting in total and p follow any occupation or	ermanent disability profession, I	, which herel daugh	will disable	e me to wo nate Sri wife	-
(compl	ete postal address)	as my ap	pointed no	minee(s).	
That, in case of my death or incapacitat Corporation Ltd. / Bharat Petroleum Ltd. / Bharat	orporation Ltd. / Hi oreconstitute the the LOI by allotting	above s	Petroleum stated LOI son / da	Corporation by inductinus aughter / w	n Ltd. g my ife of
Name of Nominee(s)	Relation with LOI I	nolder	% Share Oi	ut proposed	
Traine of Norminee(3)	Relation with LOT	TOTAL	70 Share Ot	at proposed	

I hereby verify that what has been stated above is true and correct to the best of my knowledge and nothing material has been concealed there from. If any information/declaration given by me in this affidavit shall be found to be untrue or incorrect or false, Indian Oil Corporation Ltd. / Bharat Petroleum Corporation Ltd. / Hindustan Petroleum Corporation Ltd would be within its rights to withdraw the LOI or initiate suitable action as deemed fit and that I would have no claim, whatsoever against Indian Oil Corporation Ltd. / Bharat Petroleum Corporation Ltd. / Hindustan Petroleum Corporation Ltd. (as applicable) for such withdrawal.

I along with my heirs, nominees, successors, executors, assigns and administrators hereby also indemnify Indian Oil Corporation Ltd. / Bharat Petroleum Corporation Ltd. / Hindustan Petroleum Corporation Ltd. (as applicable) from all acts, disputes, costs, losses, claims, damages, suits or any other risks arising out of reconstitution of the above stated LOI by inducting my appointed nominee(s) as the LOI holder / partner(s) in the LOI.

Signature of Deponent (LOI Holder)
(Name in block letters)

Signature of Nominee(s) of LOI Holder (Name in block letters)

Witnessed by co-LOI holder (s) (if any) (Name in block letters)

Solemnly affirmed and declared before me. This _____day of ____

Signature and Seal of First Class Magistrate/Executive Magistrate

* : Applicable only in case of partnership LOI

AFFIDAVIT / INDEMNITY BOND BY NOMINEE(S) OF LOI HOLDER(S) (to be obtained at time of reconstitution at LOI Stage) Notarized Affidavit (TO BE TYPED ON APPROPRIATE NON-JUDICIAL STAMP PAPER OF REQUIRED VALUE)

l,					_			wife residing	
do he	ereby solem	_				•		residing	at
That, Sri/Smt is, dated	the sol	Age e /	e joir	nt L	 OI	years holder	- (at no.
Bharat Petroleum Corporation Ltd. / Dealership at	Hindustan, District	Petrole t :	um	Corp	oratio	on Ltd. State	. for	Retail O	utlet
*along with Sri/Smt		Age	2		, son 	/ da years	ugh	ter / wij residing	e of at
*That, the percentage share out of Proposed Deed of Partnership dated_	-					ated L	OI d	as per Dr	aft /
Name of Partner					%	Share	Ou	t	
That, Sri/Smt	, has a	ppointe	ed m	ne as l	nis/he	er nom	inee	e vide affi	davit
That, in view of death / incapacitation, I	_			-				-	
Petroleum Corporation Ltd. / Hindust LOI holder for Retail Outlet Dealersh	nip at				, D	istrict	:		
State *along with daughter / wife of as p				Α	.ge _		yeaı	rs residin	ig at
nomination submitted by Sri/Smt.									_ 101

I hereby verify that what has been stated above is true and correct to the best of my knowledge and nothing material has been concealed there from. If any information/declaration given by me in this affidavit shall be found to be untrue or incorrect or false, Indian Oil Corporation Ltd. / Bharat Petroleum Corporation Ltd. / Hindustan Petroleum Corporation Ltd would be within its rights to withdraw the LOI or initiate suitable action as deemed fit and that I would have no claim, whatsoever against Indian Oil Corporation Ltd. / Bharat Petroleum Corporation Ltd. / Hindustan Petroleum Corporation Ltd. (as applicable) for such withdrawal.

I along with my heirs, nominees, successors, executors, assigns and administrators hereby also indemnify Indian Oil Corporation Ltd. / Bharat Petroleum Corporation Ltd. / Hindustan Petroleum Corporation Ltd. (as applicable) from all acts, disputes, costs, losses, claims, damages, suits or any other risks arising out of reconstitution of the above stated LOI by inducting me as the LOI holder / partner in the LOI.

Signature of Nominee(s) of LOI Holder (Name in block letters)

Solemnly affirmed and declared before me. This ______day of _____

Signature and Seal of Magistrate/Judge/Notary public

* : Applicable only in case of partnership LOI

AFFIDAVIT / INDEMNITY BOND FOR APPOINTMENT OF NOMINEE(S) BY SURVIVING PARTNERS OF LOI

(Applicable only in case of LOIs issued under partnership and is to be obtained at time of reconstitution at LOI Stage)

Notarized Affidavit

(TO BE TYPED ON APPROPRIATE NON-JUDICIAL STAMP PAPER OF REQUIRED VALUE)

l,	son	/	daughter	/	wife	of
	Ag	e _	yea	rs	residing	at
do hereby soler	nnly affi	rm and	d say as under	·;		
That, I am the joint LOI holder of LOI no			, d	ated		
issued by Indian Oil Corporation Ltd. / Bha						
Petroleum Corporation Ltd. for Retail Outlet D	ealershi	p at _			, Dist	rict :
, State			along			Sri
That, the percentage share out of all the par	rtners ir	the a	above stated	LOI	as per Dr	aft /
proposed Deed of Partnership dated i					•	·
· · <u></u>			,			
Name of Partner			% Sha	re Oı	ut	
That, Sri/Smt, wh	o is my	partr	er in the ab	ove :	stated LOI	had
appointed Sri/Smt.						
			yea			
as his/her nomi						
	nee mae				·	
That, in view of death / incapacitation resultin	σ in tot	al and	nermanent (lisah	ility of Sri/	'Smt
, Indian Oil Co	_		•		•	
Ltd. / Hindustan Petroleum Corporation Ltd. is						
-	-					
holder(s) for Retail Outlet Dealership at						
State along with me and Sri/S						
son / daughter / wife of		•				

I hereby verify that what has been stated above is true and correct to the best of my knowledge and nothing material has been concealed there from. If any information/declaration given by me in this affidavit shall be found to be untrue or incorrect or false, Indian Oil Corporation Ltd. / Bharat Petroleum Corporation Ltd. / Hindustan Petroleum Corporation Ltd would be within its rights to withdraw the LOI or initiate suitable action as deemed fit and that I would have no claim, whatsoever against Indian Oil Corporation Ltd. / Bharat Petroleum Corporation Ltd. / Hindustan Petroleum Corporation Ltd. (as applicable) for such withdrawal.

I along with my heirs, nominees, successors, executors, assigns and administrators hereby also indemnify Indian Oil Corporation Ltd. / Bharat Petroleum Corporation Ltd. / Hindustan Petroleum Corporation Ltd. (as applicable) from all acts, disputes, costs, losses, claims, damages, suits or any other risks arising out of reconstitution of the above stated LOI by inducting Sri/Smt as partner in the LOI.
Signature of Deponent (surviving LOI Holder) (Name in block letters)
Solemnly affirmed and declared before me. Thisday of
Signature and Seal of

Magistrate/Judge/Notary public

AFFIDAVIT / INDEMNITY BOND BY SURVIVING / INCOMING PARTNERS OF LOI

(Applicable only in case of LOIs issued under partnership and is being reconstituted in favour of only surviving partners in case nominee(s) / Legal heir(s) of deceased partner(s) is/are not available / not traceable - to be obtained at time of reconstitution at LOI Stage)

Notarized Affidavit

l,			daughter				
do he		· · · · · · · · · · · · · · · · · · ·	years ay as under;		g at		
That, I am the joint LOI holder of Lissued by Indian Oil Corporation Petroleum Corporation Ltd. for Reta, State	Ltd. / Bharat Petro	oleum at	Corporation	Ltd. / Hir	ndustan District:		
That, the percentage share out of proposed Deed of Partnership dated				LOI as per	Draft /		
Name of Existing Partr	ners	% Share Out					
That, Sri/Smt got totally incapacitated on earlier appointed Sri/Smt	That, Sri/ Age	Smt son 	/ daught	cer / w	, had ife of g at		
as his/her affidavit dated as his/her affidavit dated Oil Corporation Ltd. / Bharat Petrole Ltd. to reconstitute the above stated in total and permanent disability by ithe LOI in lieu of him/her, as per That, Sri/Smt	Sri/Smteum Corporation Lto Lol in the event of Inducting Sri/Smt shareholding allocations.	d. / Hir his/her ated by	handustan Petro death/ incap	d requested oleum Corpoacitation reactation reactation reactation reactation as pa	d Indian oration esulting rtner in t dated		
Sri/Smt is not in traceable.							

That, Sri/Smt, w				
got totally incapacitated on				
daughter / wife of				
That, Sri/Smt is/are the Legal who				
not interested to be inducted as partner in th				13
The interested to be inducted as partner in the	C 2017 13 110	or traceable.		
c)r			
That Cri/Crat	م بمد تم ماد			I Ol avenima d /
That, Sri/Smt, w got totally incapacitated on,	no is my pa	artner in the abo	ve stated	r of docoased
Sri/Smt	. Illat, tilei	e is no surviving	Legai nen	. Of deceased
In view of above, Indian Oil Corporation Ltd	. / Bharat P	etroleum Corpoi	ation Ltd	. / Hindustan
Petroleum Corporation Ltd. is requested to	reconstitu	te the above st	ated LOI	as per share
holding indicated below;				
Name of Proposed Proprietor/Partne	r(c)	0/ C	hare Out	
Name of Proposed Proprietor/Partile	1(3)	70 3	nare Out	
I hereby verify that what has been stated about and nothing material has been concealed the me in this affidavit shall be found to be untrue. Bharat Petroleum Corporation Ltd. / Hindustrights to withdraw the LOI or initiate suitable claim, whatsoever against Indian Oil Corporation Ltd. (as application) and the corporation Ltd.	nere from. It is or incorrectan Petroleus le action as ration Ltd. plicable) for executors,	f any information of the control of	n/declara n Oil Corp td would I that I wo um Corpo I.	tion given by oration Ltd. / be within its ould have no oration Ltd. /
indemnify Indian Oil Corporation Ltd. / Petroleum Corporation Ltd. (as applicable damages, suits or any other risks arising out of) from all	acts, disputes,	costs, lo	sses, claims,
	Signature o	f Deponent (surv	_	Holder) block letters)
Solemnly affirmed and declared before me. T	his	day of		
Signature and Seal of Magistrate/Judge/Notary public				

AFFIDAVIT / INDEMNITY BOND BY NOMINEE(S) / LEGAL HEIR(S) & SURVIVING PARTNERS OF LOI

(Applicable only in case of some/all nominee(s) / Legal heir(s) of deceased LOI holder(s) is/are not responding and LOI is being reconstituted in favour of responding nominee(s) / Legal heir(s) / surviving partners - to be obtained at time of reconstitution at LOI Stage)

Notarized Affidavit

l,			daugh				
do hereby soler			say as u		16	siuilig	at
That, I am the joint LOI holder of LOI no issued by Indian Oil Corporation Ltd. / Bhate, State,	arat Petr Dealershi _l	roleum p at	Corpor	ration	Ltd. ,	/ Hindu	ustan rict :
C)r						
That, Sri/Smt, LOI dated issued by Indian Oil Corpordian Petroleum Corporation Ltd. for Retar District :, State Sri/Smt as his/her no	oration Lt ail Outlet	td. / Bh Dealer	narat Pet ship at __ has	troleun appoi	n Corp nted	oration me	n Ltd. ,
That, I and Sri/Smt Age years							
Legal heir of deceased LOI holder of LOI no issued by Indian Oil Corporation Ltd. / Bha Petroleum Corporation Ltd. for Retail Outlet D, State	arat Petr	roleum	Corpor	, dat ration	ed Ltd. /	/ Hindu	 ustan
That, the percentage share out of all the pa proposed Deed of Partnership dated i				ated L	OI as	per Dr	aft /
Name of Existing Partners		% Sha	re Out				
		<u> </u>					

That, Sri/Smt.	, the partner	of the above stated LOI expired / got
totally incapacitated on		
That, Sri/Smt is not intereste responding.		e nominee / legal heir of Sri/Smt. ne above stated dealership / is not
That, in view of death / incapacitation re and as Sri/		
join the above stated dealership / not Petroleum Corporation Ltd. / Hindusta reconstitute the above stated LOI for R, State a	responding, an Petroleur O dealership	Indian Oil Corporation Ltd. / Bharat n Corporation Ltd. is requested to at, District:
Name of Proposed Proprietor/Parti	ner(s)	% Share Out
I hereby verify that what has been stated a and nothing material has been concealed me in this affidavit shall be found to be unt Bharat Petroleum Corporation Ltd. / Hindurights to withdraw the LOI or initiate suits claim, whatsoever against Indian Oil Corporation, whatsoever against Indian Oil Corporation Ltd. (as a lalong with my heirs, nominees, successor indemnify Indian Oil Corporation Ltd. / Petroleum Corporation Ltd. (as applicated damages, suits or any other risks arising inducting my appointed nominee(s) as the	there from. true or incorre ustan Petrole able action a coration Ltd. applicable) for rs, executors, Bharat Pet ble) from all g out of reco	If any information/declaration given by ect or false, Indian Oil Corporation Ltd. / um Corporation Ltd would be within its sedemed fit and that I would have no / Bharat Petroleum Corporation Ltd. / r such withdrawal. assigns and administrators hereby also roleum Corporation Ltd. / Hindustan acts, disputes, costs, losses, claims, institution of the above stated LOI by
Signature of Deponent	t (Nominee(s)	/Legal Heir(s)/surviving LOI holder) (Name in block letters)
Solemnly affirmed and declared before me	. This	day of

Signature and Seal of Magistrate/Judge/Notary public

AFFIDAVIT / INDEMNITY BOND BY NOMINEE(S) / LEGAL HEIR(S) & SURVIVING PARTNERS OF LOI

(Applicable only in case of reconstitution cases where there is no NOCs from Nominee(s)/Legal Heir(s) who are not eligible to become LOI holder(s) - to be obtained at time of reconstitution at LOI Stage)

Notarized Affidavit

	/ daughter / wife of
	ge years residing at
do hereby solemnly affi	rm and say as under;
That, I am the joint LOI holder of LOI no.	
issued by Indian Oil Corporation Ltd. / Bharat Pet	•
Petroleum Corporation Ltd. for Retail Outlet Dealershi	
, State along with Sri/Smt	
son / daughter / wife of	Age years residing at
Or	
That, I and Sri/Smt son / daugh	nter / wife of
Age years residing at	
, who is the p	roprietor / partner of M/s
Bharat Petroleum Corporation Ltd. / Hindustan Pe	
, District :, Stat	•
,,,,	<u></u>
That, the percentage share out of all the partners in	n the above stated LOI as per Draft /
proposed Deed of Partnership dated is as indi	cated;
Name of Existing Partners	% Share Out
That, the LOI Holder Sri/Smt	expired / got totally incapacitated on
·	
That, Sri/Smt who is also the N	ominee/Legal heir of deceased / totally
incapacitated LOI holder Sri/Smt.	

dealer as per eligibility criteria / disqualification criteria vogue.	of RO Dealership Selection Guidelines in
That, Sri/Smt is not tend reconstitution of the above stated RO dealership with being eligible to become a dealer as per eligibility c Dealership Selection Guidelines in vogue.	me as a partner, in-spite of he/she not
That, in view of death / incapacitation resulting in tot and as Sri/Smt	
become a dealer as per eligibility criteria / disqualifica Guidelines in vogue, Indian Oil Corporation Ltd. / Hindustan Petroleum Corporation Ltd. is requested to redealership at, District :	tion criteria of RO Dealership Selection Bharat Petroleum Corporation Ltd. / econstitute the above stated LOI for RO, State as
per the share out stated below, without No-	Objection certificate from Sri/Smt.
Name of Proposed Proprietor/Partner(s)	% Share Out
I hereby verify that what has been stated above is true a and nothing material has been concealed there from. I me in this affidavit shall be found to be untrue or incorre Bharat Petroleum Corporation Ltd. / Hindustan Petroleurights to withdraw the LOI or initiate suitable action as claim, whatsoever against Indian Oil Corporation Ltd. Hindustan Petroleum Corporation Ltd. (as applicable) for	If any information/declaration given by ect or false, Indian Oil Corporation Ltd. / um Corporation Ltd would be within its deemed fit and that I would have no / Bharat Petroleum Corporation Ltd. /
I along with my heirs, nominees, successors, executors, indemnify Indian Oil Corporation Ltd. / Bharat Pet Petroleum Corporation Ltd. (as applicable) from all damages, suits or any other risks arising out of recoinducting my appointed nominee(s) as the LOI holder / p	roleum Corporation Ltd. / Hindustan acts, disputes, costs, losses, claims, nstitution of the above stated LOI by
Signature o	of Deponent (surviving LOI Holder) (Name in block letters)
Solemnly affirmed and declared before me. This	day of

Signature and Seal of Magistrate/Judge/Notary public

AFFIDAVIT / INDEMNITY BOND BY MEMBERS OF "FAMILY UNIT" AND MARRIED CHILDREN OF TOTALLY INCAPACITATED LOI HOLDER(S).

(Applicable only in case of reconstitution cases where there is no nominee(s) and totally incapacitated LOI Holder(s) is not in a position to give consent due to physical condition - to be obtained at time of reconstitution at LOI Stage)

Notarized Affidavit

l,	son / daughter / wife of
do hereby sole	Age years residing at mnly affirm and say as under;
That, Sri/Smt.	, son / daughter / wife of Age years residing at
is the so	ole / joint LOI holder of LOI no. issued by Indian Oil Corporation Ltd. /
Bharat Petroleum Corporation Ltd. / Hindusta Dealership at, Distri	n Petroleum Corporation Ltd. for Retail Outlet ct :, State
*along with Sri/Smt	, son / daughter / wife of Age years residing at
·	
*That, the percentage share out of all the percentage of Partnership datedi	artners in the above stated LOI as per Draft / is as indicated below;
Name of Partner	% Share Out
That, the LOI Holder Sri/Smt due to in respect of reconstitution of his/her above sta	, got totally incapacitated on and is not in a position to give his/her consent ated LOI, owing to his/her physical condition.
That, I being the Sri/Smt. her "Family Unit".	is a member of his /
·	ng in total and permanent disability of Sri/Smt. he is not in a position to give his/her consent in
respect of reconstitution of his/her above state Oil Corporation Ltd. / Bharat Petroleum Corpo	ed LOI, due to his/ her physical condition, Indian pration Ltd. / Hindustan Petroleum Corporation above stated LOI for RO dealership at

, District :	, State	as per the share
out stated below,		_ '
Name of Proposed Proprietor/Partner(s)	% Shar	e Out
I hereby verify that what has been stated above is and nothing material has been concealed there me in this affidavit shall be found to be untrue or Bharat Petroleum Corporation Ltd. / Hindustan Frights to withdraw the LOI or initiate suitable as claim, whatsoever against Indian Oil Corporation Hindustan Petroleum Corporation Ltd. (as applicated I along with my heirs, nominees, successors, exemple indemnify Indian Oil Corporation Ltd. / Bhara Petroleum Corporation Ltd. (as applicable) from damages, suits or any other risks arising out of red	from. If any information/defincorrect or false, Indian Oil Petroleum Corporation Ltd voction as deemed fit and the In Ltd. / Bharat Petroleum Ible) for such withdrawal. cutors, assigns and administ at Petroleum Corporation om all acts, disputes, cost	eclaration given by I Corporation Ltd. / would be within its at I would have no Corporation Ltd. / trators hereby also Ltd. / Hindustan sts, losses, claims,
Sign	ature of Deponent (survivin (Na	g LOI Holder) me in block letters)
Solemnly affirmed and declared before me. This _	day of	
Signature and Seal of		

Signature and Seal of Magistrate/Judge/Notary public

AFFIDAVIT / INDEMNITY BOND BY LEGAL HEIR(S) OF LOI

(Applicable only in case of reconstitution cases where Legal Heir(s) have applied for Succession Certificate but have not been able to obtain it - to be obtained at time of reconstitution at LOI Stage)

Notarized Affidavit

l,	=		laughter		
do hereby so			years y as under;		ng at
That, Sri/Smt.	Age	e	years	residi	ng at
is the, dated, dated, Dis, Dis, Dis, Dis, Dis, Dis, Dis, Dis	issu stan Petrole trict :	ed by I um Corp	ndian Oil C ooration Ltd , State	Corporatio . for Reta	n Ltd. / il Outlet
*along with Sri/Smt	Age	 e	, son / aa years	residii	wije oj ng at
Proposed Deed of Partnership dated Name of Partner				? Out	
That, Sri/Smt, expired / got totally incapacitated on		der/ par	tner of the	above st	ated LOI
That, I and Sri/Smt Age yea					
Legal heir(s) of deceased / totally	/ incapaci	tated	LOI holde	r of L	.OI no.
Bharat Petroleum Corporation Ltd. / Hindus Dealership at, Distric	stan Petrole	eum Corp	oration Ltd	. for Reta	il Outlet
That, vide application no da petition to the Hon'ble Court at totally incapacitated LOI holder Sri/Smt Certificate. However, due to pending proceed	_ for recog	nizing m	e as Legal h , by iss	neir of de Suing a Su	ceased / ccession

That, in view of death / incapacitation resulting in total and permanent disability of Sri/Smt. and as it is expected that the competent authority will take some more time to issue a succession certificate to the effect that I am the Legal Heir of deceased / totally incapacitated LOI Holder Sri/Smt. Indian Oil			
		Corporation Ltd. / Bharat Petroleum Corporation Ltd. / I	
		requested to recognize me as the Legal heir of dece	•
Sri/Smt, and reconstitute the			
, District :, Sta			
out stated below;			
Name of Proposed Proprietor/Partner(s)	% Share Out		
and nothing material has been concealed there from. me in this affidavit shall be found to be untrue or incorred Bharat Petroleum Corporation Ltd. / Hindustan Petrole rights to withdraw the LOI or initiate suitable action a claim, whatsoever against Indian Oil Corporation Ltd. Hindustan Petroleum Corporation Ltd. (as applicable) for I along with my heirs, nominees, successors, executors, indemnify Indian Oil Corporation Ltd. / Bharat Petroleum Corporation Ltd. (as applicable) from all damages, suits or any other risks arising out of reconstitutions.	ect or false, Indian Oil Corporation Ltd. / um Corporation Ltd would be within its s deemed fit and that I would have no / Bharat Petroleum Corporation Ltd. / r such withdrawal. assigns and administrators hereby also roleum Corporation Ltd. / Hindustan acts, disputes, costs, losses, claims,		
Signature o	f Deponent (surviving LOI Holder) (Name in block letters)		
Solemnly affirmed and declared before me. This	day of		
Signature and Seal of			

Magistrate/Judge/Notary public

could not be issued till date. Further, it expected that the issuance of Succession Certificate will