

तार "विस्फोट", नागपुर  
Telegram: 'EXPLOSIVES', Nagpur  
Website : <http://www.peso.gov.in>  
Email: [explosives@explosives.gov.in](mailto:explosives@explosives.gov.in)  
दूरभाष/ Telephone : 0712-2510248  
फैक्स/ FAX : 2510577

कार्यालयीन उद्देश्य सभी पत्रादि "मुख्य विस्फोट नियंत्रण" पदनाम से भेजे जाएं, उनके व्यक्तिगत नाम से नहीं।

All communications intended for this Office should be addressed to the 'Chief Controller of Explosives' and NOT to him by name.



भारत सरकार

GOVERNMENT OF INDIA

पेट्रोलियम तथा विस्फोट सुरक्षा संस्थान

Petroleum and Explosives Safety Organisation

(पूर्व नाम- विस्फोट विभाग)

(Formerly- Department of Explosives)

"ए" ब्लॉक, पाँचवा तल, न्द्रीय कार्यालय परिसर,

"A" Block, 5<sup>th</sup> Floor, CGO Complex,

सेमीनरी हिल्स, नागपुर-440 006 (महा.)

Seminary Hills, Nagpur- 440006

116

No. R.1(1)137/I  
Dated:07/05/2012

## CIRCULAR

In continuation to this office Circular No. R.4(2)90, dated 04/01/2012, a meeting with senior officials of M/s. IOCL, HPCL, BPCL, was held in this office on dated 19/03/2012 and accordingly following decisions have been taken regarding submission of undertaken by the said PSU oil companies for prior approval/renewal of the licences under Petroleum Rules, 2002 :-

1. For granting prior approval/renewal of licences for storage of petroleum in Form XIV, XV, XVI, XVII & Special Form under Petroleum Rules, 2002, an additional documents in the form of a written undertaking in the format given below duly signed by the territory manager/regional manager/divisional manager, as the case may be, shall be called :-

- a) For sites on lease to the oil company (company controlled site)

We/I hereby confirm that the site whose details are given below is under our/my legal authorised possession and have clear right to use the same for storage of petroleum and We/I further declare that no court case or legal proceeding are under way in any court of law in respect of the said site/land.

- b) For sites owned by the dealer (dealer controlled site)

We/I hereby confirm that We/I have clear rights to use the site whose details are given below for storage of petroleum. The site is, however, under legal/authorised possession of the dealer and an affidavit to this effect is enclosed.

Note : - An undertaking of a type as per the format enclosed, to be provided by the dealer-cum-land lord, may also form part of undertaking submitted by PSU oil companies.

Contd...2/---

c) In both the above (a) & (b) cases, the following site details shall be ensured

- i) Survey No./Khasra No./Plot No.
- ii) Name of the Revenue Village/Industrial Estate or Area
- iii) Tehsil/Taluka/Mandal
- iv) Police Station
- v) District
- vii) State

d) For renewal of licences, an undertaking in the following format shall be obtained from the licensee along with other required documents before grant of renewal :-

We/I hereby declare that We/I have not ceased the right to use the site for storage of petroleum under licence No. .... and further affirm as follows :-

- i) Valid NOC from District Authority subsists as on date
- ii) No orders whatsoever have been passed towards cancellation of the lease or eviction of site by any Competent Court of Law
- iii) No litigation/court proceeding are under way in any court of law

or

Court case/appeal vide court case No. .... is pending at ..... court and till date no direction from that court directing the eviction has been issued. In case eviction order is passed, the licence will be surrendered subject to the provision of the appeal against eviction order.

All the circle/sub-circle heads are advised to ensure the compliance of the above.

The relevant modules are being modified accordingly.



( T.R. Thomas )  
Chief Controller of Explosives

To

~~All Circle/sub-circle offices~~



ఆంధ్ర ప్రదేశ్ రాష్ట్రం ANDHRA PRADESH

P 950473

No. 486 of 21-12-2011 Rs. 01/-  
 Ad to P.P.C.L. Nellore, revenue, territory manager.  
 whom V.A. Sudhakar of Kesava Rao, Nellore

A. JAGADISH  
 LICENSED STAMP VENDOR  
 L.No 34-09-003/2002  
 P.L. No. 34-09-003/2011/2  
 GOLAGAMUDI, NELLORE  
 S.P.O. Nellore Dist.

We/I hereby confirm that the site whose details are given below is under our/my legal/authorized possession and have clear right to use the same for storage of petroleum and we/I further declare that no court case or other legal proceedings are under way in any Court of Law in respect of the said site/land

Details of site -

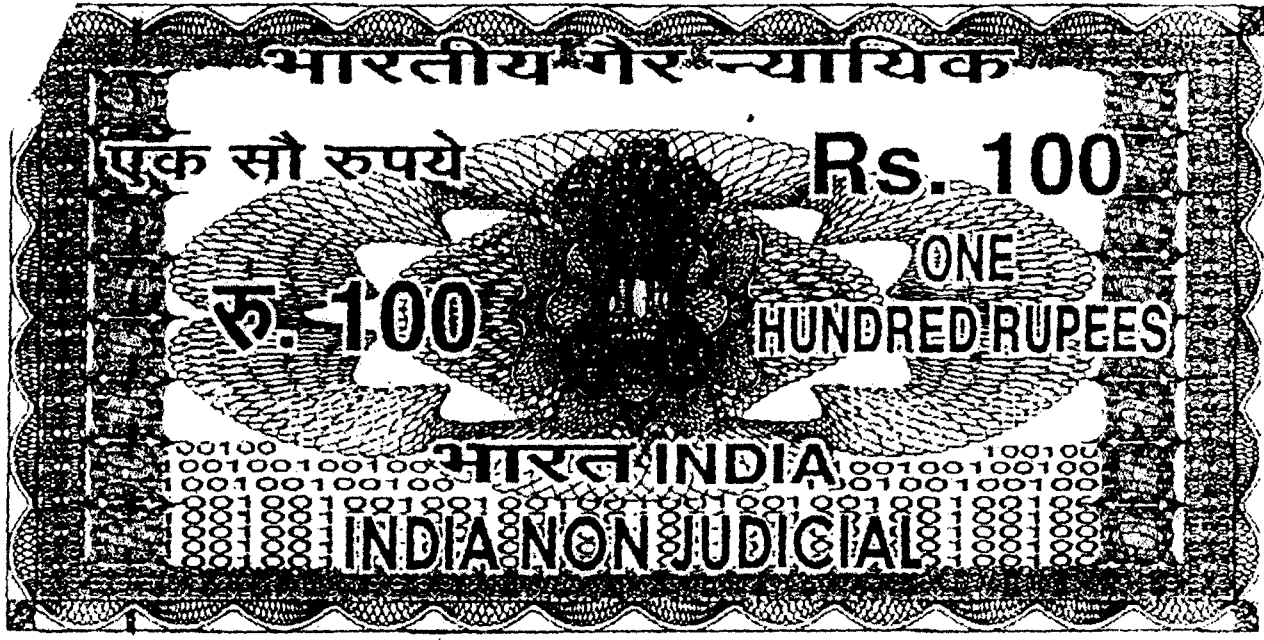
- a) Survey No. - 352/E
- b) Name of Revenue Village - Dagadarthi
- c) Mandal - Dagadarthi
- d) Police Station - Dagadarthi
- e) District - SPSR Nellore, A.P

*V.A. Sudhakar*  
 V.A. SUDHAKAR  
 Territory Manager (Retail)  
 Nellore Territory  
 BHARAT PETROLEUM CORPORATION LTD.  
 24/1628, 1st Floor S.M. Towers  
 Dargamatta, NELLORE-524 003

13/03/2012  
 17:11

4/6

43585 P 002



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

AR 526482

No. 4503 D. 25/12/2010  
 Issued to: Daddolu Usha Rani W/o D. Yanadaiah, Jagadarthi  
 For whom: SELF

A. JAGADISH  
 LICENSED STAMP VENDOR  
 L.No. 34-09-003/2002  
 R.L. No. 34-09-003/2011  
 GOLAGAMUDI, ANIKAPA  
 S.P.S.R. Nellore Dist.

**AFFIDAVIT CUM IRREVOCABLE DECLARATION**

I Daddolu Usha Rani W/o Daddolu Yanadaiah Aged about 38 YEARS at present residing at Dagadarthi Village & Mandal, Nellore District, A.P - 524240 do hereby solemnly affirm and state as follows:

I am the owner of the land fully described in the schedule hereunder and in peaceful possession and enjoyment of the land. I have got the title over the property by virtue of Partition deed/ sale deed/ exchange deed / Lease-deed Doc.No.1122/2010 dated 15/12/2010 for establishment of a retail outlet at the site as described in the schedule herein.

Pursuant to the selection, Bharat Petroleum Corporation Limited ( herein after referred as BPCL) has issued a letter of intent dated 29.07.2011 to me with a condition inter alia that she has to arrange the scheduled land which she offered in her application for selection, within 2 months from the date of the Letter of intent, and she shall not sell/lease/mortgage the scheduled land to any third party without BPCL's permission in writing so long as the agreement pursuant to the said Letter of intent is valid and BPCL's facilities continue in the site. Subsequent to the LOI, BPCL has applied to the licensing authorities for the approval to erect facilities to commission a Retail outlet at the site offered in the said Application stated above. BPCL has also applied for and obtained District Authority's NOC vide document No R.Dis.C2(M)1360/2011 dated 16.02.2011 for establishing facilities as given in the Drawing approved by PESO vide document No A/P/SC/AP/14/6821(P280090) dated 10.10.2011.

As a Dealer of BPCL I will be entering into a Dispensing Pump and Selling Licence Agreement with BPCL .In the above mentioned agreement she will agree that in case of termination of the agreement, BPCL shall have the right at any time within 3 months from the date of termination to require her to execute a lease or sub lease as the case may be of the scheduled property for a period not exceeding 20 years at an yearly rental which shall not be more than 10% of the then prevailing market value of the land and structure standing thereon.

In the light of the above I hereby declare and confirm that, I have conferred an irrevocable right on BPCL over this property for the purpose of erecting one or more pumps service/filling stations together with underground tanks and other fittings for storage of petroleum products and such other facilities and buildings as BPCL may require and for carrying on business of such products through such facilities and other kindred motor accessories or for any other lawful purposes, trade or business that can conveniently be carried on in the demised premises by BPCL or its successors in interes, for a period of 15 years/ termination of the Dispensing Pump and selling licence, which ever is later subject to Clause 12 of the DPSL Ag

I hereby declare that there is no mortgage (legal or equitable) charge, lien, security or other encumbrance over and in respect of the scheduled premises and the

*D. alpha Rani*

6/6

scheduled premises is not subject to any pending proceedings, attachment of court or adverse claim and that there are no arrears of quit rent or property taxes due in respect of the demised premises.

I hereby confer right to BPCL with full and free liberty to BPCL to use the Scheduled property as a Storage Depot or a Service Station for the purpose of selling or otherwise dealing in or of receiving, storing, treating or handling for distribution of petroleum or any of its products and kindred motor accessories or any other trade or business and for any other lawful purposes.

I hereby confer right to BPCL with the right to construct, lay and maintain over, along and under the Scheduled land one or more pipe or pipes or pipelines of such length and diameter as may from time to time be required by BPCL as also from Railway Siding to the premises hereby described.

I hereby confer right to BPCL with full and free access thereto and every part thereof to BPCL, its servants, agents, customers and others either on foot or with cars, animals, lorries carts or carriages at all times during the term granted.

I hereby confer right to BPCL with full and free liberty for BPCL to exhibit on the Scheduled land such advertisements as BPCL may from time to time wish to display.

I hereby confer right to BPCL with full and free liberty for BPCL to construct a road or roads both on the Scheduled property, erect a compound wall, fencing or railing, lay out a garden and provide such other conveniences as BPCL at its discretion wish to provide.

I hereby confer right to BPCL with full and free liberty at all times to re-erect or reorganize all or any of the facilities aforementioned.

I hereby confer right to BPCL over the property as contemplated in the Petroleum Act and Rules to obtain license from the competent authorities to store/sale the petroleum products in the scheduled property by BPCL or its licensees in BPCL's name.