



HPCL CIN NO. L23201MH1952GOI008858

# हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड

(भारत सरकार का उपक्रम)

रजिस्टर्ड ऑफिस - 17, जमशेदजी टाटा रोड, मुंबई - 400 020

## HINDUSTAN PETROLEUM CORPORATION LIMITED

(A GOVERNMENT OF INDIA ENTERPRISE)

REGISTERED OFFICE : 17, JAMSHEDJI TATA ROAD, MUMBAI - 400 020

495/1, द्वितीय तल, आर.पी.जी. टावर, यूनिवर्सिटी रोड, मंगल पाण्डे नगर, मेरठ-250004, (उ.प्र.), फोन : 0121-3323901  
495/1, 2nd Floor, RPG Tower, University Road, Mangal Pandey Nagar, Meerut-250004, (U.P.), Tel.: 0121-3323901  
**BY REGISTERED POST**

### PROVISIONAL LETTER OF INTENT

Ref: MTRO/SKJ/LOI/280

Date: 02/05/2018

To,  
Smt. Sunita Singh  
W/o Shri Harender Singh,  
Flat No. P-2/1407,  
Ashiyana Palm Court,  
Rajnagar Extension,  
District - Ghaziabad (UP)  
Pin Code - 201003  
Mob. No. 9411906751, 9759200037

**Sub: Proposed MS/HSD Retail Outlet Dealership at Location: "ON JANSATH MEERAPUR ROAD BETWEEN KM STONE 27 AND 29 ON SH12A", District - MUZAFFARNAGAR under OBC category.**

Dear Madam,

At the outset it is made clear that the issue of reservation for the candidates belonging to the "Jat" community for allotment of MS/HSD Retail Outlet dealership, in light of the Hon'ble Supreme Court judgement dated 17/03/2015 in CWP 274/2014, is being discussed at Industry level, and in order to arrive at final decision on the issue Corporation reserves all its rights including the right to move Hon'ble Supreme Court seeking its clarification/clearance. Accordingly, this Provisional Letter of Intent is being issued in compliance with Judgement & Order dated 24/04/2018 by the Hon'ble High Court of Judicature at Allahabad in disposal of Contempt Application (Civil) No. 1817 of 2018 filed by you subject to all our rights being reserved for consideration in the aforesaid proposed action.

We refer to our advertisement dated 11/10/2014 and your application form no. 280/1 for the award of MS/HSD Retail Outlet dealership at the above location.

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

1. You have offered a suitable piece of land admeasuring 36 meters approx. (frontage) X 36 mtrs (depth) at Khasra no. 1040 as indicated by you in the application for the development of the subject Retail Outlet. You have to make available this land within 2 months from the date of this letter failing which this offer is liable to be withdrawn.
2. For making the land available as required above, you will ensure that the land arranged by you is either registered in your name or it should be leased to you for a minimum period of 30 years.
3. As and when advised by the Corporation, the site offered by you would be duly developed up to the road level by cutting/filling (as applicable), with good earth/murram, layer-wise compacted as per standard engineering practices. You shall also construct necessary retaining wall and compound wall of 1.5 meters height, designed as per site conditions as per approval of Corporation as committed under Clause 12 (e) of affidavit submitted by you along with application. Kindly note that in case the site as

संजय नागपाल  
Sanjay Nagpal  
विधिवत गठित न्यायवादी  
Duly Constituted Attorney  
हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड  
Hindustan Petroleum Corporation Limited  
मेरठ रिटेल क्षेत्रीय कार्यालय-मेरठ

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offered by you for putting up the Retail Outlet is not developed as per the advice of the Corporation, this Letter Of Intent will be withdrawn without any further notice.

4. You will provide at the retail outlet infrastructural facilities like Driveway, Sales Office, Show room, Store, Toilet, Generator, Compressor, with room, electrical connection up to the sales building, Yard lighting, water connection / bore well and staff room as mentioned in the Brochure and after obtaining necessary clearances/approvals/licenses as applicable in each case.
5. In addition, you will also provide the following basic facilities at your cost at the Retail Outlet premises:-
  - a. Clean drinking water.
  - b. Free Air.
  - c. Clean toilet.
  - d. Telephone.
  - e. First aid kit with valid medicines.
  - f. Adequate illumination.
  - g. PUC facilities, wherever it is mandatory.
  - h. Other facilities as may be specified by the Corporation from time to time.
6. Additional facilities (site specific) like Canopy, Service Station or any other facility as may be decided by HPCL from time to time would also be required to be developed by you.
7. HPCL will provide storage tanks and pumps and other facilities considered necessary at the Retail Outlets.
8. For the facilities that may be provided by the Corporation as aforesaid, we will recover from you license fee as may be decided by the Corporation and applicable to you from time to time. At present, the license fee recoverable is Rs. 233.45/- KL for MS and Rs. 194.54/- KL for HSD.
9. The corporation will not be held liable for any loss or damage on account of delay that may be caused in providing you the facilities mentioned above whatever may be the cause of the failure or delay.
10. You will ensure all financial and other arrangements for operating the retail outlet dealership.

In case it is found that the funds stated in the application for the purpose of setting up and operation of the dealership are not made available as and when required, this LOI can be withdrawn and you will have no claim/damages whatsoever against the Oil Company.

11. You shall not induct any partner(s) in case of individual (s) nor make any changes in the constitution of the partners as existing at the time of application, except your spouse as per terms and conditions of the HPCL, and shall give an undertaking to this effect.
12. It will always be a basic condition for the award of MS / HSD retail outlet dealership that you shall be paying attention towards day to day working of the dealership by personally managing the affairs of the dealership you will give us a written undertaking to this effect and shall not assign or part with the same to any other person (s).

You will not be eligible for taking up any employment. If you are already employed you will have to resign from the employment and produce the letter of acceptance of resignation by the employer before the issuance of Letter of Appointment by the Oil Company.

संजय नागपाल  
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13. You will deposit with us a Demand Draft for Rs 500000/- drawn on any scheduled bank in favour of HPCL payable at Meerut towards security Deposit at the time of issuance of appointment letter after compliance of all the requirements of LOI. Kindly note that the Security deposit will not carry any interest and is refundable at the time of expiry of agreement between you and the Corporation. However, if such expiry of agreement is consequent to proven adulteration/malpractice at the dealership, this amount will be forfeited. Moreover, this Corporation reserves its right to adjust this amount towards any dues to it.
14. You will also remit Rs. 15 Lacs. towards Non-refundable fixed fee by way of a Demand Draft for Rs. 15 Lacs drawn on any scheduled bank in favour of HPCL payable at Meerut within 15 days of receipt of NOC.
15. You will be notified by the corporation, in writing, after the facilities mentioned above are made available and are ready for commissioning the dealership. Immediately on receipt of the above notice from the corporation, you shall obtain each and every license necessary for operating your dealership as may be required under any central / state govt. / municipal or local authorities for the time being in force.
16. If we find that the progress made by you towards the above is not to our satisfaction, this offer is liable to be withdrawn.
17. Please note that you are required to fulfill the conditions with regard to inducting Spouse as Co-owner in the dealership before issuance of Letter of Appointment.
18. This letter of intent will stand automatically withdrawn and cancelled on the happening of any of the following events:-
  - a) In case you or your close relatives like spouse, unmarried son(s) and unmarried daughter(s) receive anytime or have received a letter of intent for any other dealership or distributorship from our company or any other oil company either in your individual capacity or in partnership with any other individual(s).
  - b) If it is found that you have suppressed and / or misrepresented any material facts in your application.
  - c) In case you are found to be convicted for any criminal / economic offence involving moral turpitude.
  - d) In the event of death if you are an individual/partner.
19. In case you are not able to provide the land / develop facilities within the specified time or fail to fulfill the terms & conditions of LOI, then LOI can be withdrawn.

The LOI would also be withdrawn and selection cancelled, if you are unable to submit the Non-refundable fixed fee within the stipulated time.
20. You will not sell/lease/mortgage the said land to any third party without HPCL permission in writing, so long as the agreement (DPSL) is valid and HPCL facilities continue at the site.
21. In case of termination of / resignation from the dealership, within 3 months of disassociation from HPCL, you will execute a lease or will sub lease the land together with structures thereon to the

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company if the company so desires, for a period not exceeding 30 years at normal yearly rental (excluding Municipal Taxes) which shall not be more than 10 % of the then prevailing market value of the land and the structures standing thereon.

22. This letter is merely a letter of intent and is not to be construed as a 'firm offer' of dealership to you. The dealership will be allotted to you on your complying with the terms and conditions spelt out herein above by issuance of appointment letter along with signing of our standard dealership agreement between you and us.

This being provisional Letter of Intent, Corporation shall not entertain any of your claims of whatsoever nature, including claim for loss of profit and/or damages in the event the Corporation is required to cancel this Provisional Letter Of Intent pursuant to the final industry decision on the issue of allotment of MS/HSD retail outlet dealership to the candidates belonging to "Jat" community.

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

495/1, 2<sup>nd</sup> Floor, RPG Tower, University Road, Mangal Pandey Nagar, Meerut-250004.

Please acknowledge receipt of this letter.

Thanking you,

Yours faithfully,

Sanjay Nagpal  
Dy. General Manager and  
Duly constituted attorney.

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