इंडियन ऑयल कॉर्पोरेशन लिमिटेड (विपणन प्रभाग)
पानीपत मण्डल कार्यालय
पानीपत मार्केटिंग काम्पलैक्स, गांव बहोली
डाकघर : पानीपत रिफाइनरी
जिला : पानीपत (हरियाणा) - 132 140
दूरभाष : 0180-2578633, 2578632 फैक्स : 0180-2578625

Indian Oil Corporation Limited (M.D.)
Panipat Divisional Office
Panipat Marketing Complex, Vill. Baholi
Post Office : Panipat Refinery
Distt. Panipat (Haryana) - 132140
Phone : 0180-2578633, 2578632 Fax : 0180-2578625

विपणन प्रभाग
Marketing Division

Ref: M/2019/IN004480/HR./000306/1102/00113

Date: 31.12.2019

To,
SH. PARDEEP KUMAR
S/O SH. RAMPHAL
837, BADA PANA NEAR MITHA KUAN, KAKROI,
DISTRICT SONIPAT (HARYANA), PIN-131001

Dear Sir/Madam,

Sub : Proposed MS/HSD A Site Retail Outlet Dealership at Location: BETWEEN RATHDHANA AND AKBARPUR BAROTA, WML SONIPAT,District:SONIPAT State:Haryana Category:SC

We refer to our advertisement dated 25.11.2018 and your application form No. 15452087442195 for the award of MS/HSD Retail Outlet dealership at the above location and you were the lone eligible applicant for the above location.

Please be informed that by this Letter of Intent, we propose to offer you a Retail Outlet dealership of Indian Oil Corporation Ltd. at the above location on the following terms & conditions:-

1. You have offered to arrange a suitable piece of land admeasuring 1225 Sq. Meter ;35 Meter approx.(frontage) X 35 Meter (depth) at KWT-218,KHATONI233, KHSARA-120//17/1/2, Village RATHDHANA Taluka: SONIPAT, District: SONIPAT as indicated by you in the application for the development of the subject Retail Outlet. You have to make available this land within 4 months from the date of this letter falling which this offer is liable to be withdrawn.

2. As and when advised by the Corporation, the site offered by you should be duly developed up to the road level by cutting/filling (as applicable), with good earth/murrum, 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. Subsequently, the land would be required to be transferred on lease for a minimum period of 19 Yrs & 11 months with renewable option at rentals mutually agreed upon / sold to Indian Oil Corporation Ltd. Kindly note that in case the site as offered by you for leasing/sale to Indian Oil Corporation Ltd. for putting up the Retail Outlet is not made available for lease/purchase as per the advice of the Corporation, this Letter Of Intent will be withdrawn without any further notice. However, there is no commitment from Indian Oil Corporation Ltd. for taking the said land from you.

3. Indian Oil Corporation Ltd. will develop the retail outlet at the above location BETWEEN RATHDHANA AND AKBARPUR BAROTA, WML SONIPAT on the said site to be taken on lease by Indian Oil Corporation Ltd. with appropriate structures, storage tanks and pumps. Additional facilities (site specific) may also be developed by Indian Oil Corporation Ltd. on its sole discretion such as Canopy, Service Station or any other facility as may be decided by Indian Oil Corporation Ltd. from time to time.

4. You will provide at the retail outlet other mandatory facilities at your cost at the Retail Outlet premises as under

   a. Clean drinking water.
   b. Telephone.
   c. First aid kit with valid medicines.
   d. PUC facilities, wherever it is mandatory.
   e. Other facilities as may be specified by the Corporation from time to time.

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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 472.77/- KL For MS and Rs 393.97/- KL for HSD including applicable taxes.

6. 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.

7. For enabling you to operate the dealership, Working capital, as may be determined by the Corporation at it's sole discretion to be utilized only for the purpose of taking delivery of MS/HSD/Lubes from the Corporation to maintain supply.

   The above working capital will carry interest, which at present is @ 11% per annum payable monthly from the date of disbursement of the working capital by the Corporation.

   The aforesaid working capital along with the interest mentioned above, will be repayable by you in 100 equal monthly installments commencing from the 13th month of commissioning of the dealership.

8. You shall not induct any partner(s) in case of individual (s) nor make any changes in the constitution of the partners as existing at the time of application without approval of the company, except your spouse as per terms and conditions of Indian Oil Corporation Ltd., and shall give an undertaking to this effect.

9. 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 Indian Oil Corporation Ltd..

10. As agreed, you will be initiating necessary action towards enabling registration of site where the Retail Outlet is planned. You will also assist us in getting the requisite NOC from appropriate Authorities.

11. You will deposit with us a Demand Draft for 270000.00 drawn on any scheduled bank in favour of Indian Oil Corporation Ltd. payable at Panipat towards Security Deposit (after setting off Initial Security Deposit amount) at the time of issuance of appointment letter after compliance of all the requirements of LOI.

    Kindly note that the Security deposit will not carry any interest and is refundable at the time of expiry of agreement between you and the Corporation. However, if such expiry of agreement is consequent to proven adulteration/malpractice at the dealership, this amount will be forfeited. Moreover, this Corporation reserves its right to adjust this amount towards any dues to it.

12. 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.

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

14. Please note that you are required to fulfill the conditions with regard to inducting Spouse as Co-owner in the dealership befor issuance of Letter of Appointment.

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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.

16. In case you are not able to provide the developed land within the specified time or fail to fulfill of terms & conditions of LOI or withdraw for any reason, then LOI can be withdrawn and selection cancelled.

17. In case you are not able to provide the developed land within the specified time or fail to fulfill of terms & conditions of LOI or withdraw for any reason, then LOI can be withdrawn and selection cancelled. In such situations Initial Security Deposit (ISD) would be forfeited.

18. 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.

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

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

Panipat Divisional Office
Panipat Mktg. Complex, Baholi P.O.
Panipat Refinery, Panipat, Haryana

Remarks :

Please acknowledge receipt of this letter.

Thanking you,

Yours faithfully

For Indian Oil Corporation Ltd.

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Gati BodhJauhari
Chief Divisional Retail Sales Manager

ACKNOWLEDGEMENT

I/we hereby accept this Letter of Intent with all the terms and conditions stipulated therein.

I/We do hereby confirm that I/we am/are eligible for allotment of Retail Outlet dealership as per applicability of Multiple Dealership Norm defined under Clause "Disqualification" in the " Brochure for Selection of Dealers for Regular & Rural Retail Outlets" and I am / We are not disqualified for allotment of Retail Outlet dealership under other conditions mentioned therein.