- a) In case you or any of your family members (as defined under disqualification criteria of dealer selection guidelines) receive anytime or have received a letter of intent for any other "A/CC" site RO dealership or LPG distributorship from our company or any other oil marketing company either in your individual capacity or in partnership with any other individual(s).
- b) In case you or any of your family member gets inducted as partner or proprietor in "A/CC" site RO dealership or LPG distributorship of our company or any other oil marketing company.
- c) If it is found that you have suppressed and / or misrepresented any material facts in your application.
- In case you are found to be convicted for any criminal / economic offence involving moral turpitude.
- e) In the event of death if you are an individual/partner.
- 18. In case you are not able to provide the land / develop facilities within the specified time or fail to fulfill the terms & conditions of LOI, then LOI can be withdrawn. In such situations Initial Security Deposit (ISD) would be forfeited.

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amount within the stipulated time or withdraw for any reason, your selection would be treated as cancelled and LOI withdrawn.

The LOI would also be withdrawn and selection cancelled, if you are unable to submit the Non-refundable fixed fee within the stipulated time. In such situations Initial Security Deposit (ISD) would be forfeited.

- 19. You will not sell/lease/mortgage the said land to any third party without Hindustan Petroleum Corporation Limited permission in writing, so long as the agreement (DPSL) is valid and Hindustan Petroleum Corporation Limited facilities continue at the site.
- 20. In case of termination of / resignation from the dealership, within 3 months of disassociation from Hindustan Petroleum Corporation Limited, you will execute a lease or will sub lease the land together with structures thereon to the company if the company so desires, for a period not exceeding 30 years with structures thereon to the company if the company which shall not be more than 10 % of the then 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.
- 21. 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.

Ans



## हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड

(भारत सरकार का उपक्रम) रजिस्टर्ड ऑफिस : 17, जमशेदजी टाटा रोड, मुम्बई- 400 020

## HINDUSTAN PETROLEUM CORPORATION LIMITED

(A GOVERNMENT OF INDIA ENTERPRISE) REGISTERED OFFICE: 17, JAMSHEDJI TATA ROAD, MUMBAI - 400 020

हिसार रिटेल क्षेत्रीय कार्यालय, दूसरी मंजिल, एस. जे. टॉवर, सेक्टर 13, हिसार-तोशाम रोड, हिसार-1250 05 हरियाणा फोन नं० : 01662-282401 से 282405 HISAR RETAIL REGIONAL OFFICE, 2nd FLOOR, S.J. TOWER, SECTOR 13, HISAR TOSHAM ROAD, HISAR-125005 HARYANA PHONE NO. : 01662-282401 to 282405 GSTIN : 06AAACH1118B1ZG HPCL CIN NO. : L23201MH1952GOI008858

LOI GENERAL: CATEGORY "B" TYPE ROS

REF: HRRO: AT: RKT

Date: 01/12/2020

To MS. POONAM SETHI, D/O SH. MAHINDER KUMAR, H NO 296, BANSURI VILLA, F-BLOCK, DISTT. SIRSA HARYANA -125055

Dear Madam/Sir,

Sub: Proposed MS/HSD Retail Outlet Dealership at Location: SIRSA WML ON SIRSA-RANIA ROAD, District SIRSA, State HARYANA, Category: OPEN

We refer to our advertisement dated 25/11/2018 and your application form No. 15438194344182 for the award of MS/HSD Retail Outlet dealership at the above location and the subsequent draw of lot held at Hotel Midtown Grand, Opposite Vidyut Sadan, OP Jindal Marg, Industrial Area, District Hisar on 21.01.2020.

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

You have offered a suitable piece of land admeasuring 1362.20 SQ Meters approx.(frontage) 28 X 50 mtrs (depth) at Khewat no. 100, Khatoni no. 169, Khasra No. 30//26/2/1/8/1 (14-7) situated at Village Ram Nagar, District Sirsa, 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. (For Group 1)

- 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 19 years 11 Month.
- 2. As and when advised by the Corporation, the site offered by you would be duly developed up to the road level by cutting/filling (as applicable), with good earth/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

Aux

under Clause 12 (e) of affidavit submitted by you along with application. Kindly note that in case the site as offered by you for putting up the Retail Outlet is not developed as per the advice of the Corporation; this Letter of Intent will be withdrawn without any further notice.

- 3. You will provide at the retail outlet infrastructural facilities like Driveway, Sales Office, show room, Store, Toilet, Generator, Compressor, with room, electrical connection up to the sales building, Yard lighting, water connection / bore well and staff room as mentioned in the Brochure and after obtaining necessary clearances/approvals/licences as applicable in each case.
- 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.
- Additional facilities (site specific) like Canopy, Service Station or any other facility as may be decided by Hindustan Petroleum Corporation Limited from time to time would also be required to be developed by you.
- Hindustan Petroleum Corporation Limited will provide storage tanks and pumps and other facilities considered necessary at the Retail Outlets.
- 7. For the facilities that may be provided by the Corporation as aforesaid, you will be required to pay license fee as may be decided by the Corporation and applicable to you from time to time. At present, the license fee (incl. GST) recoverable is Rs. 233.45/KL for MS and Rs. 194.54/KL for HSD.
- 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.
- 9. 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.

Ant

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

Hindustan Petroleum Corporation Limited Hisar Retail Regional Office 2<sup>nd</sup> Floor S.J. Tower Hisar Tosham Road Hisar (Haryana) 125005

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

Please acknowledge receipt of this letter.

Thanking you,

Yours faithfully

Amitabh Thakur

Chief Regional Manager