

95



PUBLIC WORKS DEPARTMENT (B&R) HARYANA
Executive Engineer, Provincial Division No.II, PWD B&R
Gurugram - 0124-2300891
Email : pwd-eeepd2-gurgaon@hry.nic.in



No. 3218

2/9/20

To

The Indian Oil Corporation Limited,
Gurugram Divisional Office,
83-Instituional area Sector-18, Gurugram,

Sub: Grant of No Objection Certificate for proposal Retail Outlet (MS/HSD) at Khatoni No. 1097, Rest No 165 Killa No. 6, Village Sultanpur on, SH-15A, District Gurugram (HSR) on Gurugram-Farrukhnagar Jhajjar road (SH-15A) at R.D 18.200 (LHS).

Ref: In continuation of this office letter No 2 dt 01.01.2020 and your letter No. NIL received in this office on 26.08.2020.

The Provisional Approval for the proposed road access is hereby given, subject to the following conditions:-

- 1 The License fee/ lease charges of Rs. 80000/- (Rs Eighty thousand only) has been deposited by Indian Oil Corporation Limited, Gurugram Divisional Office 83-Instituional area Sector-18, Gurugram, vide DD No. 250108 dated 26.08.2020 received vide letter under reference.
2. The Indian Oil Corporation Limited shall construct the retail outlet and its access to the road conformity with IRC:12-2016 and guidelines/instructions issued by the EIC office vide no Misc/petrol Pump/603.1/2016/General/01-79 dated 06.1.2016. the oil company shall be fully responsible for any violation to the above guidelines/instructions.
3. The oil company will ensure the construction of deceleration/acceleration lane, service road as applicable as per IRC:12-2016, before construction of approaches and will get the same checked from the department before taking up further construction work in hand.
4. The plinth level of proposed retail (petrol Pump) shoulder of access road should be at least 300 mm below the PWD road level.
5. The drainage system shall be provided through slab type culvert only as per IRC recommendation shall be constructed by the Oil company and will be maintained in future at his own cost in the access, so that surface water is drained through the opening of the grating. No water should be accumulated along the PWD road / berms.
6. The oil company shall install all the requisite road signs as per IRC:67 and provide road markings as per IRC:35 and in accordance with the IRC:12-2016 to the satisfaction of Sub Divisional Engineer, Incharge.
7. The oil company shall while utilizing permission shall observe guidelines relating to safety and connivance of traffic of the highway hygiene (in accordance with the requirement of Swachh Bharat Abhiyan) prevention of nuisance and pollution on the Highway.
8. The oil company shall provide the drinking water and toilet facilities and maintain the same in hygienic conditions with in the premises of the fuel station as per ministry's guidelines and

18
SDH SUPAT

EE

- should be accessible to be public round the clock by the oil company. The toilet facilities should also be include provision for defiantly abled persons. A display board showing availability of these facilities shall be installed before entry to fuel station.
9. The pavement of access of road i/c deceleration & acceleration lanes as per clause 4.11 of IRC:12-2016,connecting approaches, service road should have sufficient strength for the expected traffic for the designed period as per IRC guidelines/ instructions issued from time to time.
 10. There should be sufficient parking area inside by the oil company so that there is no overflow of vehicles on approach road /along the PWD road. No parking will be allowed in PWD land under any circumstances, failing which necessary action shall be taken by the department.
 11. The height restriction of building structure etc. should be as per the local Government guideline/ relevant instructions/ rules / by laws. Other act./ rules such as Schedule road act will also be complied with.
 12. The oil company shall be responsible to obtain NOC from all other concerned departments such as forest , town & country planning , local bodies etc required as per law/ rules & regulations.
 13. The necessary rent fee/ license charge/ requisite fee to be levied as per aforesaid Rules will have to be deposited by the applicant oil company in the Government Account well in time.
 14. The no water should come from retail outlet (petrol pump) and accumulate in PWD road / land at this location.
 15. The oil company shall abide by all responsibility as stated in appendix -I clause -12 related to "RESPONSIBILITIES OF OIL COMPANIES/OWNER" of IRC:12-2016. PWD department will not be responsibility for any implication of any nature arising at a later stage on this account. In case the oil company fails to do so, the Sub divisional Engineer, incharge shall dismantle the road access.
 16. The Sub Divisional Engineer, incharge shall immediately close or dismantle the access in case the location become hazardour from traffic safety view point.
 17. That the oil company shall not do in pursuance of access permission any acts which may cause any damage to road.
 18. The oil company will be responsible for non compliance of instructions/ guidelines & consequences arising thereafter i/c withdrawal / cancellation of this NOC / dismantling of all construction at his risk & cost etc. etc. & also for submitting wrong information / details if found later on at any stage.
 19. The oil company shall ensure that the layout for various facilities inside the fuel station including fuel pump are located beyond the building line as prescribed in IRC:73 and the provisions of clause-8 (ENFOCEMENT OF RIGHT OF WAY BUILDING LINE) of Appendix-I of IRC:12-2016 shall be strictly adhered by the oil company.
 20. That there should be no violation of norms pertaining to intersection prescribed in IRC :12-2016 as applicable. The NOC will be considered withdrawn / cancelled in case of non compliance of this condition.

✓ 19/10/2017

EE

21. The NOC will be considered withdrawn/ cancelled in case of non compliance of any instructions / guidelines by the oil company & if any information/ detail submitted by the oil company is found wrong at any stage.
22. Notwithstanding to the above, the NOC issued shall stand cancelled under the following circumstances.
 - a. If any document/ information furnished by the oil company proves to be false or if the oil company is found to have willfully suppressed any information.
 - b. Any breach of the condition imposed by the department.
 - c. If at any stage, any dispute arises in respect of the ownership of the land on which the **fuel stations** is located or regarding the permission for change of land use.
23. That the oil company will construct the fuel station alongwith its access as per approved drawing at their own cost within 6 months of issue of provincial NOC as per clause 4.11 of IRC 12-2016. In case, the construction is not done in 6 months, the provincial NOC shall be deemed to be cancelled unless renewed by the committee.
24. The oil company will intimate the concerned Sub Divisional Engineer, prior to the start of construction of the said Property that all compliance as per the requirement of guidelines has been done.
25. That after completion of construction as per approved drawings and other conditions of provincial NOC, the applicant shall apply for issuing final approval as clause 4.11 of IRC:12-2016 to this office. At the time of applying final approval, the authorized representative of the oil company shall submit a certificate that he has inspected the site (duly mentioning the date of inspection) and the construction has been done as per approved drawings and other conditions of provincial NOC.
26. That the final Formal permission/license deed will be issued by this office after the construction carried out by the oil company in accordance with the drawing approved by the committed and other condition of provincial NOC and prevalent guidelines.
27. The oil company shall energize fuel station after signing license deeds by this office.
28. In case the provincial NOC / Final permission is withdrawn by the this office, the oil company shall immediately de-energies the fuel station close the access.

DA/Nil

Endst.No:

Copy forwarded to the Deputy Commissioner, Gurugram for information and necessary action, please. This is in continuation of this office letter endst No. 3 dated 01.01.2020.

DA/NIL

Executive Engineer,
Provincial Division No.II,
PWD B&R Br., Gurugram.
dated 18

Executive Engineer,
Provincial Division No.II,
PWD B&R Br., Gurugram.

Endst.No.

dated

Copy forwarded to the Superintending Engineer, Gurugram Circle, PWD B&R, Gurugram for information and necessary action w.r.t. minutes of meeting held in his office on 27.12.2019 and their office letter No 18220/R dt. 27.12.2019 and this office endst No. 4 dated 01.01.2020.

DA/NIL

sd
Executive Engineer,
Provincial Division No.II,
PWD B&R Br., Gurugram.

Endst.No.

dated

Copy forwarded to the Sub Divisional Engineer, Provincial Division PWD B&R Branch, Pataudi for information and necessary action w.r.t. his office letter No. 2577 dt. 04.12.2019, & this office endst No 5 dt. 01.01.2020. He should ensure that the requisite undertakings, affidavits and other documents are submitted by the applicant as per requirement of EIC guidelines/instructions and in case of any deficiency he will get the same rectified. The DD No. 250108 dt. 26.08.2020 amounting to Rs. 80,000/-is sent herewith for making P.I.T.

DA/As above

sd
Executive Engineer,
Provincial Division No.II,
PWD B&R Br., Gurugram

103

Gurugram Metropolitan Development Authority

Plot No. 3, Sector 44, Gurugram, Haryana, Pin: 122003

Web site gmda.gov.in

Regd.

To

Sh. Ajit Singh

R/o H. No. 16, village Chandu, Distt. Gurugram.

Subject:

Request for grant of CLU permission for setting up of retail outlet (IOCL) in the revenue estate of village Sultanpur on Gurgaon-Farukhnagar State Highway-Ajit Singh.



Reference: Your application CLU-1577867356885 on the subject cited above.

Date - Mon, 15 Nov 2021

Your request for grant permission of CLU permission for setting up of retail outlet (IOCL) over an area measuring 1245.18 sqm (after excluding the area measuring 2017.58 sqm falling under proposed road widening and 1244.62 sqm falling under 30 m wide green belt) comprising khasra nos. 165//6 in the revenue estate of village Sultanpur on Gurgaon-Farukhnagar State Highway, Distt Gurugram, in the Additional Controlled Area Around Govt. Primary School Sultanpur on 27.10.2005 has been examined and is considered in principle to grant permission for change of land use.

Therefore, as per requirement of the provisions of Rule 26-C of Rules, 1965, you are hereby required to fulfill the following terms and conditions in accordance with Rule 26-D of Rules 1965 and submit the following documents as prerequisite;

i. An undertaking on Non-Judicial Stamp Paper of Rs. 10/- that:-

- i) You shall pay the External Development Charges as and when the proposed site is covered under urbanizable limit or demanded by GMDA/competent authority, failing which CLU permission shall be considered null and void and the structure shall be considered unauthorized.
- ii) You shall have no objection to acquire the land, if required for road widening or for trunk services.
- iii) That you shall obtain the standard design of building plans of retail outlet site from OIL Company. The standard design shall be got approved from the office of GMDA within six months from the date of grant of CLU permissions, the construction will be started only after that within six months from issuance of permission after approval of Building plans failing which the CLU permission shall be considered null and void and the structure shall be considered unauthorized.
- iv) That you shall give at least 75% employment to the domiciles of Haryana where the posts are not of technical in nature and a quarterly statement indicating the category wise total employment and of those who belongs to Haryana shall be furnished to the J.D.D.I.C., Gurugram.
- v) That you shall obtain Occupation Certificate from the Authority/ Department after completing the building within two years of issuance of CLU permission.
- vi) That you shall deposit labour cess to the concerned Authority /Department before approval of building plans.
- vii) That you shall adopt all preventive measures as per norms/requirement of Explosive Department.
- viii) That no other application for grant of license/ CLU permission for the Khasra Nos. covered

Sudhir Rajpal
Chief Executive Officer,
Gurugram Metropolitan Development Authority

- under the present CLU application stand submitted by you, which is pending for consideration/orders.
- ix) That the conversion charges have been charged/demanded from you are subject to accounts audit/reconciliation in case of any difference in the amount noticed the same shall have to be deposited by you within 30 days of demand notice issued by GMDA/ concerned authority.
 - x) That you shall abide by all the terms and conditions of Wildlife NOC issued vide memo no. 748 dated 19.07.2021 by PCCF & CWW, Haryana, Panchkula and will not breach any of the provisions of Forest and Wildlife Department, Haryana Govt. published notification dated 18.06.2021.
 - xi) That you shall abide by the provisions of Haryana Act No. 41 of 1963 and Rules framed thereunder.
 - xii) DA/CLU-II agreement.

ii) An agreement deed on prescribed CLU-II Performa on the Non- Judicial Stamp Paper of Rs. 10/- as required under the provisions of the Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Act, 1963 and Rules, 1965 framed there under.

iii) To submit an amount of Rs.1,86,777/- against conversion charges through online module of GMDA.

iv) You shall complete the demarcation at site within 7 days and will submit the Demarcation Plan in the office of G.M.D.A, Gurugram within 15 days of issuance of this memo.

As laid down under rules 26-C, you are hereby called upon to fulfill the above said terms and conditions and submit the requisite documents within a period of 30 days from the date of issue of this letter (L.O.I.) On your failure, this letter shall stand withdrawn and permission shall be refused as per the provisions of Rule 26-C (2) of Rules 1965.

A copy is forwarded to the following for information and necessary action:-

- i) The Director, Town & Country Planning Department, Haryana.
- ii) The Deputy Commissioner, Gurugram with a request that final NOC for running retail outlet (selling of OIL) may not be issued till grant of Occupation Certificate by this office.
- iii) District Town Planner (P), Gurugram.
- iv) District Town Planner (E), Gurugram.
- v) Joint Director, District Industries Center, Gurugram with a request to ensure that the applicant give at least 75% employment to the domiciles of Haryana where the posts are not of technical nature and a quarterly statement indicating the category wise total employment and of those who belongs to Haryana.



Sudhir Rajpal
Chief Executive Officer,
Gurugram Metropolitan Development Authority



IndianOil
A Maharatna
Company

विपणन प्रभाग
Marketing Division

इंडियन ऑयल कॉर्पोरेशन लिमिटेड
गुडगांव मण्डलीय कार्यालय
83, इंस्टीट्यूशनल एरिया,
सेक्टर-18, गुडगांव-122 001 (हरियाणा)

Indian Oil Corporation Limited
GURGAON DIVISIONAL OFFICE
83, Institutional Area, Sector-18,
Gurgaon - 122 001 (Haryana) India
Ph. : +91-124-2340313
Fax : +91-124-2342251

Ref: M/2019/IN002580/HR/000198/1103/00099

Page: 1 of 4

Date: 18.09.2019

To
SHAJIT SINGH
S/O SH. CHANDER BHAN
HN-16, VILL. CHANDE
DIST.-GURGAON, HARYANA-123505

Dear Sir/Madam,

Sub: Proposed MS/HSD B Site Retail Outlet Dealership at Location: VILL.-SULTANPUR, ON SH-15A, District:GURGAON
State:Haryana Category:OBC

We refer to our advertisement dated 25.11.2018 and your application form No. 15446075902803 for the award of MS/HSD Retail Outlet dealership at the above location and the subsequent Draw of Lots held at LEMON TREE, SEC 60, GURGAON on 18.06.2019.

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 a suitable piece of land admeasuring 2500 Sq. Meter approx. : 50 Meter (frontage) X 50 Meter (depth) at KHA FAUNI NO-1097, RECT. NO-165, KILA NO 6, Village SULTANPUR, Taluka: FARUKHNAGAR, District: GURGAON. Owned by you 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.

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 months.

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/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 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.

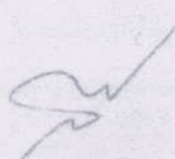
3. You will provide at the retail outlet infrastructural facilities like Permanent Sales Building (Including Public Toilet/Electric Room/Office Room/Store/Lube display, Paved RCC Driveway, Buffer Strip/Approaches as per norms, Yard Lighting, water Connection/Borewell, Compressor with Electronic Air Gauge, Generator/Inverter as mentioned in the Brochure and after obtaining necessary clearances/approvals/licenses as applicable in each case. Indian Oil Corporation Ltd. will provide storage tank, and pumps and other facilities considered necessary at the Retail Outlets.

4. In addition, you will also provide the following basic facilities at your cost at the Retail Outlet premises:-

- Clean drinking water.
- Fresh Air
- Clean toilet.
- Telephone
- First aid kit with valid medicines.
- Adequate illumination.
- PUC facilities, wherever it is mandatory.
- Other facilities as may be specified by the Corporation from time to time.

राज. कार्यालय : जी-9, अली यावर जंग मार्ग, बान्द्रा (पूर्व), मुम्बई-400 051

RGED. OFFICE : G-9, ALI YAVAR JUNG MARG, BANDRA (EAST) MUMBAI-400 051 (INDIA)

6. 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 including applicable taxes.
7. 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.
8. You will ensure all financial and other arrangements for operating the retail outlet dealership. In case you are unable to arrange funds required for development of desired infrastructure and facilities at the Outlet allotted and the working capital for operation of the outlet as mentioned in the Advertisement for the location, this LOI can be withdrawn and you will have no claim/damages whatsoever against the Oil Company.
9. 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.
10. 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..
11. You will deposit with us a Demand Draft for 360000.00 drawn on any scheduled bank in favour of Indian Oil Corporation Ltd. payable at Gurugram 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 also remit Rs 15.0 Lakhs towards Non-refundable Fixed fee by way of a Demand Draft for Rs Rs 15.0 Lakhs drawn on any scheduled bank in favour of Indian Oil Corporation Ltd. payable at Gurugram Within 15 days of receipt of NOC.
13. 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.
14. If we find that the progress made by you towards the above is not to our satisfaction, this offer is liable to be withdrawn.
15. 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.
- 

16. This letter of intent will stand automatically withdrawn and cancelled on the happening of any of the following events:-

- 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" 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). In case you or any of your family member gets inducted as partner or proprietor in "A" site RO dealership or LPG distributorship of our company or any other oil marketing company.
- 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.

17. 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 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.

18. You will not sell/lease/mortgage the said land to any third party without the permission of Indian Oil Corporation Ltd. in writing, so long as the Dealership Agreement is valid and Indian Oil Corporation Ltd.'s facilities continue at the site.

19. In case of termination of / resignation from the dealership, within 3 months of disassociation from Indian Oil Corporation Ltd., 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 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.

20. 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.

21. 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:

Gurgaon Divisional Office
85, Institutional Area, Sec 18
Gurgaon

Remarks :

PLOT DIMENSION: FRONTAGE 74 MTR APPROX , BACK SIDE 68 MTR APPROX. ONE SIDE 34 MTR APPROX AND ANOTHER SIDE 64 MTR APPROX.

Please acknowledge receipt of this letter.

Thanking you.

Yours faithfully

For Indian Oil Corporation Ltd.

S P Singh
Deputy General Manager (Retail Sales)

119

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.

Signature:
Name:

Date: