



हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड

(भारत सरकार 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.

कोटा रिटेल क्षेत्र, 3-ए-5, रंगबाड़ी मुख्य रोड, तलवंडी, कोटा - 324 005 (राजस्थान)

KOTA RETAIL REGION, 3-A-5, RANGBARI MAIN ROAD, TALWANDI, KOTA - 324 005 (RAJASTHAN)

दूरभाष/TELEPHONE : 0744-2422411, 2422410

CIN : L23201MH1952GOI008858

Annexure - G 1

LOI GENERAL : CATEGORY "A" SITE ROS

Ref: KRO/LOI/2019/1771/RK

Date : 28-08-2019

To

Mrs. REKHA KUMARI W/O
Shri DEEWAN SINGH
KHERLI GADASIYA, BHARATPUR
RAJASTHAN - 321028

Mrs. BHUDESH W/O
Shri NAHAR SINGH
4 PREM COLONY, PRAGATI PATH,
TONK ROAD, SANGANER, JAIPUR
RAJASTHAN - 302029

Dear Madam,

**Sub : Proposed MS/HSD Retail Outlet Dealership at Location: IN BETWEEN
KM STONE 74 AND 77 ON NH 21 (OLD NH 11) , District BHARATPUR State RAJASTHAN
Category: OPEN**

We refer to our advertisement dated 14.12.2018 and your application form No **15460982436384** for the award of MS/HSD Retail Outlet dealership at the above location and the subsequent Bid opening / draw of lot held at HOTEL MENAAL RESIDENCY, KOTA - BUNDI ROAD, OLD NH -12 , KOTA (RAJASTHAN) -324007 on **18.06.2019**.

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:-

1. You have offered a suitable piece of land admeasuring minimum **35 meters** approx.(frontage) X **45 meters** (depth) at survey/plot no. **476** 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withdrawn.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 Group 1)

OR

~~You had offered a suitable piece of land admeasuring ...meters approx.(frontage) Xmtrs (depth) at survey no.as indicated by you in the application for the development of the subject Retail Outlet. Subsequently, vide your letter no.dated, you have offered / you have offered to arrange an alternate suitable piece of land admeasuring ...meters approx.(frontage) Xmtrs (depth) at survey no. You have to make available this land within 2 months / 4 months from the date of this letter failing which this offer is liable to be withdrawn. (For Group 1)~~

OR

~~You had offered a suitable piece of land admeasuring ...meters approx.(frontage) Xmtrs (depth) at survey no.as indicated by you in the application for the development of the subject Retail Outlet. Subsequently, vide your letter no.dated, you have offered / you have offered to arrange an alternate land admeasuring ...meters approx.(frontage) Xmtrs (depth) at survey no., which has been found not suitable. Hence, you have to make available land admeasuring ...meters approx.(frontage) Xmtrs (depth) at survey no.as indicated by you in the application for the development of the subject Retail Outlet within 2 months from the date of this letter failing which this offer is liable to be withdrawn. (For Group 1)~~

OR

~~You had offered a piece of land admeasuring ...meters approx.(frontage) Xmtrs (depth) at survey no.as indicated by you in the application for the development of the subject Retail Outlet, which was found not suitable. Subsequently, vide your letter no.dated, you have offered / you have offered to arrange an alternate land admeasuring ...meters approx.(frontage) Xmtrs (depth) at survey no., which has been found suitable. You have to make available this land within 2 months / 4 months from the date of this letter failing which this offer is liable to be withdrawn. (For Group 1)~~

OR

~~You had offered a piece of land admeasuring ...meters approx.(frontage) Xmtrs (depth) at survey no.as indicated by you in the application for the development of the subject Retail Outlet, which was found not suitable. Subsequently, vide your letter no.dated, you have offered / you have offered to arrange an alternate land admeasuring ...meters approx.(frontage) Xmtrs (depth) at survey no., which was suitable.~~



Again, vide your letter no. _____ dated _____, you have offered / you have offered to arrange an alternate land admeasuring ...meters approx.(frontage) Xmtrs (depth) at survey no., which has been found suitable. You have to make available this land within 2 months / 4 months from the date of this letter failing which this offer is liable to be withdrawn. (For Group 1)

OR

You have offered to arrange a suitable piece of land admeasuring ...meters approx.(frontage) Xmtrs (depth) at survey no.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 failing which this offer is liable to be withdrawn. (For Group 2).

OR

You have offered to arrange a suitable piece of land admeasuring ...meters approx.(frontage) Xmtrs (depth) at survey no.as indicated by you in the application for the development of the subject Retail Outlet. Subsequently, vide your letter no. _____ dated _____, you have offered / you have offered to arrange an alternate land admeasuring ...meters approx.(frontage) Xmtrs (depth) at survey no., which has been found suitable. You have to make available this land within 2 months / 4 months from the date of this letter failing which this offer is liable to be withdrawn. (For Group 2).

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You have offered to arrange a suitable piece of land admeasuring ...meters approx.(frontage) Xmtrs (depth) at survey no.as indicated by you in the application for the development of the subject Retail Outlet. Subsequently, vide your letter no. _____ dated _____, you have offered / you have offered to arrange an alternate land admeasuring ...meters approx.(frontage) Xmtrs (depth) at survey no., which has been found not suitable. Hence, you have to make available land admeasuring ...meters approx.(frontage) Xmtrs (depth) at survey no.as indicated by you in the application for the development of the subject Retail Outlet within 4 months from the date of this letter failing which this offer is liable to be withdrawn. (For Group 2).

OR

You had offered to arrange a piece of land admeasuring ...meters approx.(frontage) Xmtrs (depth) at survey no.as indicated by you in the application for the development of the



subject Retail Outlet, which was found not suitable. Subsequently, vide your letter no. _____ dated _____, you have offered / you have offered to arrange an alternate land admeasuring ...meters approx.(frontage) Xmtrs (depth) at survey no., which has been found suitable. You have to make available this land within 2 months / 4 months from the date of this letter failing which this offer is liable to be withdrawn. (For Group 2).

OR

You had offered a piece of land admeasuring ...meters approx.(frontage) Xmtrs (depth) at survey no. as indicated by you in the application for the development of the subject Retail Outlet, which was found not suitable. Subsequently, vide your letter no. _____ dated _____, you have offered / you have offered to arrange an alternate land admeasuring ...meters approx.(frontage) Xmtrs (depth) at survey no., which was suitable. Again, vide our letter no. _____ dated _____, you have offered / you have offered to arrange an alternate land admeasuring ...meters approx.(frontage) Xmtrs (depth) at survey no., which has been found suitable. You have to make available this land within 2 months / 4 months from the date of this letter failing which this offer is liable to be withdrawn. (For Group 2)

OR

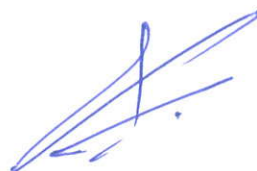
You have not offered any land in the application for the development of the subject Retail Outlet. Subsequently, vide your letter no. _____ dated _____, you have offered / you have offered to arrange an alternate land admeasuring ...meters approx.(frontage) Xmtrs (depth) at survey no., which has been found suitable. You have to make available this land within 2 months / 4 months from the date of this letter failing which this offer is liable to be withdrawn. (For Group 3).

OR

You have not offered any land in the application for the development of the subject Retail Outlet. Subsequently, vide your letter no. _____ dated _____, you have offered / you have offered to arrange an alternate land admeasuring ...meters approx.(frontage) Xmtrs (depth) at survey no., which was found suitable. Again vide your letter no. _____ dated _____, you have offered / you have offered to arrange an alternate land admeasuring ...meters approx.(frontage) Xmtrs (depth) at survey no., which has been found suitable. You have to make available this land within 2 months / 4 months from the date of this letter failing which this offer is liable to be withdrawn. (For Group 3).

OR

You have not offered any land in the application for the development of the subject Retail



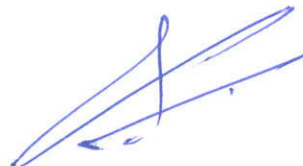
~~Outlet. Subsequently, vide your letter no. _____ dated _____, you have offered / you have offered to arrange an alternate land admeasuring ...meters approx.(frontage) Xmtrs (depth) at survey no., which has been found suitable. Again vide your letter no. _____ dated _____, you have offered / you have offered to arrange an alternate land admeasuring ...meters approx.(frontage) Xmtrs (depth) at survey no., which has been found not suitable. Hence, you have to make available land admeasuring ...meters approx.(frontage) Xmtrs (depth) at survey no.as indicated by you earlier and was found suitable for the development of the subject Retail Outlet within 2 months /4 months from the date of this letter failing which this offer is liable to be withdrawn. (For Group 3)~~

Note : applicable conditions, as above, should be suitably incorporated in the LOI.

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/murum, 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)/11(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 Years and 11 Months** with renewable option at rentals mutually agreed upon / sold to HINDUSTAN PETROLEUM CORPORATION LIMITED. Kindly note that in case the site as offered by you for leasing/sale to HINDUSTAN PETROLEUM CORPORATION LIMITED 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 HINDUSTAN PETROLEUM CORPORATION LIMITED, for taking the said land from you.
3. HINDUSTAN PETROLEUM CORPORATION LIMITED will develop the retail out let at the above location **IN BETWEEN KM STONE 74 AND 77 ON NH 21 (OLD NH 11)** on the said site to be taken on lease by HINDUSTAN PETROLEUM CORPORATION LIMITED with appropriate structures, storage tanks and pumps.

Additional facilities (site specific) may also be developed by HINDUSTAN PETROLEUM CORPORATION LIMITED on its sole discretion such as Canopy, Service Station or any other facility as may be decided by HINDUSTAN PETROLEUM CORPORATION LIMITED from time to time.

4. For the facilities that may be provided by the Corporation as aforesaid, you would 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. 472.77/KL for MS and Rs. 393.97/KL for HSD.

5. 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.
6. You will provide at the retail outlet other mandatory facilities like **Digital Air Tower, Water Cooler and Silent Diesel Generator.**
7. 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.

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 the approval of the Company, except your spouse as per terms and conditions of the HINDUSTAN PETROLEUM CORPORATION LIMITED.
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 the Oil Company.

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 **Rs 4,50,000/-** drawn on any scheduled bank in favour of HINDUSTAN PETROLEUM CORPORATION LIMITED payable at KOTA towards security



Deposit (after setting off the 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 an amount of **Rs. 51,01,000/-** towards Non-refundable Bid amount, by way of a Demand Draft for Rs **Rs. 51,01,000/-** drawn on any scheduled bank in favour of HINDUSTAN PETROLEUM CORPORATION LIMITED payable at KOTA 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) If it is found that you have suppressed and / or misrepresented any material facts in your application.
 - b) In case you are found to be convicted for any criminal / economic offence involving moral turpitude.
 - c) 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 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.

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.

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

HINDUSTAN PETROLEUM CORPORATION LIMITED
3-A-5,
Rangbari Main Road,
Talwandi, Kota
Rajasthan – 324005

Please note the following:

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).

Please note that this LOI is subject to final outcome of SBCWP no. 7146/2019 titled as Sardarshahar Petrol Dealers welfare Sansthan v. UOI/OMCs and others pending before the Hon'ble High Court for Rajasthan at Jodhpur.

Please acknowledge receipt of this letter.

Thanking you,

Yours faithfully,
For Hindustan Petroleum Corp Ltd

Rajesh Kumar Singh
DGM – Retail &
Duly Constituted Attorney