

इंडियन ऑयल कॉर्पोरेशन लिमिटेड  
ब्लॉक-ए, मौर्यालोक कॉम्प्लेक्स ( तीसरी मंजिल )  
डाकबंगला रोड, पटना-800001



Indian Oil Corporation Limited  
Block-A, Mauryalok Complex (3rd Floor)  
Dak Bungalow Road, Patna-800001  
EPABX : 0612-2222159

IndianOil

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Regional Office

REGISTRATION NO. 900088/2302/00026

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Date: 21.08.2019

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Proposed MS/HSD B Site Retail Outlet Dealership at Location: BETWEEN CHAINAGE(SASARAM= 12 KM TO KARAHGAR) ON SASARAM-KARAHGAR ROAD, District:ROHTAS State:Bihar Category:OPEN  
Advertisement dated 25.11.2018 and your application form No. 15453125974286 for the award of MS/HSD Retail Outlet at the above location and the subsequent Draw of Lots held at PATNA on 26.02.2019.

In view of this Letter of Intent, we propose to offer you a Retail Outlet dealership of Indian Oil Corporation Ltd. at the following terms & conditions:-

The Corporation offers a suitable piece of land admeasuring 1225 Sq. Meter approx.; 35 Meter (frontage) X 35 Meter (depth) at Plot No.-MILKHATA NO.-77, Village MAUZA-KHARAI ; Taluka:KARAGHAR, District:ROHTAS. Owned by your brother-in-law Sh Rajneeti Singh as indicated by you in the application for the development of the subject Retail Outlet. You shall make available this land within 2 months from the date of this letter failing which this offer is liable to be withdrawn.

Regarding the land available as required above, you will ensure that the land arranged by you is either registered in your name or shall be leased to you for a minimum period of 19 years & 11 months.

As 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 retaining wall and compound wall of 1.5 meters height, designed as per site conditions as per approval of the Corporation as committed under Clause 12 (e) of affidavit submitted by you along with application. Kindly note that in case the site 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for putting up the Retail Outlet is not developed as per the advice of the Corporation, this Letter Of Intent will be withdrawn without any further notice

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 tanks and pumps and other facilities considered necessary at the Retail Outlets.

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

- Clean drinking water.
- Free Air.
- Clean toilet.
- Telephone.
- First aid kit with valid medicines.
- Adequate illumination.

Other facilities, wherever it is mandated by the Corporation from time to time.  
Regd. Office : G-9, Ali Yavar Jung Marg, Bandra, (East) Mumbai-400051 (India)

...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 14.74/- KL for HSD including applicable taxes.

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.

You shall arrange all financial and other arrangements for operating the retail outlet dealership. In case you are unable to arrange the same 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 whatsoever against the Oil Company.

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.

It shall 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 shall not be eligible for taking up any employment. If you are already employed you will have to resign from the employment before the letter of acceptance of resignation by the employer before the issuance of Letter of Appointment by Indian Oil Corporation Ltd.

You shall deposit with us a Demand Draft for 450000.00 drawn on any scheduled bank in favour of Indian Oil Corporation Ltd. towards Security Deposit (after setting off Initial Security Deposit amount) at the time of issuance of Letter of Appointment after compliance of all the requirements of LOI.

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.

You shall 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 Patna Within 15 days of receipt of NOC.

You shall be notified by the corporation, in writing, after the facilities mentioned above are made available and are ready for commencing 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.

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

You are required to fulfill the conditions with regard to inducting Spouse as Co-owner in the dealership before issuance of Letter of Appointment.

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

...any of your family members (as defined under disqualification criteria of dealer selection guidelines) ... have received a letter of intent for any other "A" site RO dealership or LPG distributorship from our ... or any other oil marketing company either in your individual capacity or in partnership with any other ... you or any of your family member gets inducted as partner or proprietor in "A" site RO dealership or ... of our company or any other oil marketing company.

...that you have suppressed and / or misrepresented any material facts in your application.  
...found to be convicted for any criminal / economic offence involving moral turpitude.  
...of death if you are an individual/partner.

...able to provide the land / develop facilities within the specified time or fail to fulfill the terms & conditions ... can be withdrawn. In such situations Initial Security Deposit (ISD) would be forfeited.

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

...mortgage the said land to any third party without the permission of Indian Oil Corporation Ltd. in ... Dealership Agreement is valid and Indian Oil Corporation Ltd.'s facilities continue at the site.

.../ resignation from the dealership, within 3 months of disassociation from Indian Oil Corporation Ltd., ... lease or will sub lease the land together with structures thereon to the company if the company so desires, ... 30 years at normal yearly rental (excluding Municipal Taxes) which shall not be more than 10 % of ... market value of the land and the structures standing thereon.

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

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

...further details / guidelines, please get in touch with our office at the address mentioned below:

...Office  
...Dak Bungalow Rd,  
...

...receipt of this letter.

Yours faithfully

For Indian Oil Corporation Ltd.

*MSD*  
21/8/19  
Rahul Dixit

Chief Divisional Retail Sales Manager