

Ref: M/2020/IN000846/HR./000029/1103/00011

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Date: 13.07.2020

To,

SH. VASHEEM KHAN

S/O- SH.WALI MOHAMMAD

R/O- VILL.-NANGLA KANPUR

TEHSIL-HODAL, DIST-PALWAL-121107

Dear Sir/Madam,

Sub : Proposed MS/HSD B Site Kisan Seva Kendra Dealership at Location: VILLAGE GULAWAD,BLOCK-HASSANPUR,District:PALWAL State:Haryana Category:OPEN

We refer to our advertisement dated 25.11.2018 and your application form No. 15454798507362 for the award of MS/HSD Kisan Seva Kendra dealership at the above location and the subsequent Draw of Lots held at LEMON TREE,SEC 60,GURGAON on 19.06.2019.

Please be informed that by this Letter of Intent, we propose to offer you a Kisan Seva Kendra 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 1225 Sq. Meter approx.; 35 Meter (frontage) X 35 Meter (depth) at 706/755, MUSTIL NO-85,KILA NO 19/2, Village GULAWAD ; Taluka:HASSANPUR, District:PALWAL. Owned by you along with your family members and SH. HASSAN MOHD.,SH.NAIEEM AFMAD,SH. MAKSOOD ALI,SH.KAYYUM KHAN,SH.BARKAT ALI,SH.HUSSAIN MOHAMMAD & OTHERS as indicated by you in the application for the development of the subject Kisan Seva Kendra. 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have to make available this land within 2 months from the date of this letter failing which this offer is liable to be withdrawn.
2. 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.
3. 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/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) of affidavit submitted by you along with application. Kindly note that in case the site as offered by you for putting up the Kisan Seva Kendra is not developed as per the advice of the Corporation, this Letter Of Intent will be withdrawn without any further notice
4. You will provide at the retail outlet infrastructural facilities like Permanent Sales Building (Including Public Toilet/Electric Room/Office Room/Store/Lube display,Driveway-KSK,Buffer Strip/Approaches as per norms,Yard Lighting,Water Connection/Borewell,Compressor with Mechanical/Electronic Air Gauge,Generator/Inverter,Non Fuel Facility at Kisan Seva Kendra 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.
5. 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.

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.
- i) At present, up to a combined sales volume (MS+HSD) of less than 600 KL in a financial year, the SSLF recovery shall be Rs NIL /KL for MS and Rs NIL /KL for HSD including applicable taxes.
 - ii) On achieving a combined sales volume (MS+HSD) of 600 KL or more in a financial year, license fee will be recovered from the first month of the next financial year. At present, the license fee recoverable is Rs 233.45/- KL for MS and Rs 194.54/- KL for HSD including applicable taxes.
 - iii) After commencement of SSSLF recovery, even if the sales volume drops below the minimum combined volume (MS+HSD) of 600 KLPA, the recovery shall continue as per (ii) above.
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 5.0 Lakhs towards Non-refundable Fixed fee by way of a Demand Draft for Rs Rs 5.0 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.
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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
83, Institutional Area, Sec 18
Gurgaon

Remarks :

LAND DETAIL: KHEWAT NO 706, KHATAUNI NO-755, MUSTIL NO-85, KILA NO-19/2, VILLAGE-GULAWAD

Please acknowledge receipt of this letter.

Thanking you,

Yours faithfully

For Indian Oil Corporation Ltd.


S P Singh
Dy. General Manager (Retail Sales)

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.