



# हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड

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

## HINDUSTAN PETROLEUM CORPORATION LIMITED

(A GOVERNMENT OF INDIA ENTERPRISES) REGISTERED OFFICE, 17, JAMSEDJI TATA ROAD, MUMBAI 400 020

गोरखपुर रिटेल क्षेत्रीय कार्यालय : एच.पी.सी.एल., प्रशांत टॉवर्स (भूतल), महेवा चुंगी, ट्रांसपोर्ट नगर, गोरखपुर - 273016

Gorakhpur Retail Regional Office : H.P.C.L. Prashant Towers (Ground Floor), Mahewa Chungi, Transport Nagar Gorakhpur- 273016

website : www.hindustanpetroleum.com

Annexure – G 1

### LOI GENERAL: CATEGORY "A" SITE ROS

Ref : GKPRO/DKV/RET/LOI- 394

Date : 12-03-2021

To

Shri Avanish Pratap Singh

S/o Shri Tej Pratap Singh

Village & Post- Gauhaniya Thana Haraiya

District-Basti, State-Uttar Pradesh, Picode-272155

Mobile No. 9450553471

**Sub: Proposed MS/HSD Retail Outlet Dealership at Location: "LHS Between Km Stone No. 149 & 152 On Lucknow-Gorakhpur Highway Old NH-28 ( New NH27)" District- Basti, State – Uttar Pradesh , Category : Open**

Dear Sir/Madam,

We refer to our advertisement dated 25<sup>th</sup> November 2018 and your application form No. 15454692360735 for the award of MS/HSD Retail Outlet dealership at the above location and the subsequent Bid opening held at "Hotel Park Regency, 10 Park Road Gorakhpur" on 27.06.2019.

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 42 meters approx.(frontage) X 48 mtrs (depth) area 2016 Square Meter at Khasra number 1159 at Village- Shankarpur, Tehsil-Harriya, Dist- Basti 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have to make available this land within 2 months from the date of this letter failing which this offer is liable to be withdrawn.

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 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 outlet **Khasra number 1159 at Village- Shankarpur, Tehsil- Harriya, Dist- Basti**, 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 Air Facility, Water Facility, DG Sets, Telephone at the retail outlet etc.
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/- ( Rs Four Lacs Fifty Thousands only) drawn on any scheduled bank in favour of Hindustan Petroleum Corporation Limited payable at Gorakhpur 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. 61,00,000/- ( Rs Sixty One Lacs Only) towards Non-refundable Bid amount, by way of a Demand Draft for Rs. 61,00,000/- ( Rs Sixty One Lacs Only) towards drawn on any scheduled bank in favour of Hindustan Petroleum Corporation Limited payable at Gorakhpur 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:

Gorakhpur Retail Region,  
Prashant Tower (Ground Floor), Mahewa Chungi ,  
Near Transport Nagar Police Chowki , Gorakhpur

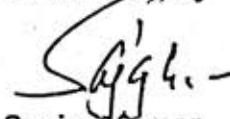
Please note the following:

***Note : In case access permission for Retail Outlet from NHAI for the land offered by you at Khasra Number 1159 at Village- Shankarpur, Tehsil- Harriya, Dist- Basti Nagar is not received, then this LOI will be withdrawn and your candidature will be considered as per guideline treating the land offered is not suitable/meeting the requirements and is rejected.***

Please acknowledge receipt of this letter.

Thanking you,

Yours faithfully



Sanjay Kumar  
Deputy General Manager  
Duly Constituted Attorney

17/5/22  
  
Ashish Kumar Sharma  
Duly Constituted Attorney  
Hindustan Petroleum Corporation Limited



### ACKNOWLEDGEMENT

**Sub: Proposed MS/HSD Retail Outlet Dealership at Location: "LHS Between Km Stone No. 149 & 152 On Lucknow-Gorakhpur Highway Old NH-28 ( New NH27)" District- Basti, State – Uttar Pradesh , Category : Open**

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.

Place:

Signature:

Date :

Name :

17/5/22  
*Ashish Kumar Sharma*  
Ashish Kumar Sharma  
Duly Consulted Attorney  
Hindustan Petroleum Corporation Limited