



# हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड

(भारत सरकार का उपक्रम) 104, सिल्वरटॉन टॉवर, प्रथम तल, गॉल्फ कोर्स एक्सटेंशन रोड, सेक्टर-50, गुरुगाँव-122001

## HINDUSTAN PETROLEUM CORPORATION LIMITED

(A GOVT. OF INDIA ENTERPRISE) 104, Silvertown Tower, 1st Floor, Golf Course Extension Road, Sec-50, Gurgaon-122001

CIN L23201MH1952GOI008858

By Hand

Annexure – AG1

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

Ref :GRO/RET/LOI/405/213

Date :30.03.2015

Sh. Vikas Tokas S/o Sh. Pritam Singh  
R/o Vill. – Gudhi  
Tehsil - Tauru  
Distt. – Mewat - 122105  
9813331707 , 9896993355

Dear Sir/Madam,

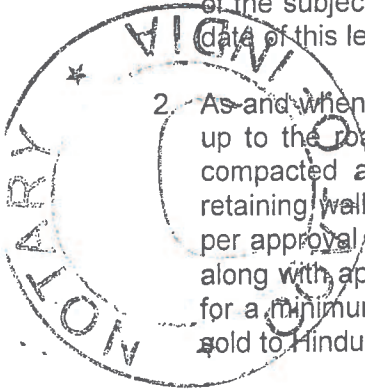
**Sub: Proposed MS/HSD Retail Outlet Dealership at Location: VILLAGE – FATEHPUR ON TAURU – BILASPUR ROAD District: MEWAT State: HARYANA Category: OP.**

We refer to our advertisement dated 25.10.2014 and your application form No. 405/213 for the award of MS/HSD Retail Outlet dealership at the above location and the subsequent Bidding held at Gurgaon Regional Office on 25.02.2015 .

Please be informed that by this Letter of Intent, we propose to offer you a Retail outlet dealership of Hindustan Petroleum Corporation Ltd. at the above location on the following terms & conditions:-

1. You have offered a suitable piece of land admeasuring 40 meters.(frontage) X 50 meters (depth) at survey no. 87/102 , 17 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have to make available this land within 2 months from the date of this letter failing which this offer is liable to be withdrawn.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) of affidavit submitted by you along with application. Subsequently, the land would be required to be transferred on lease for a minimum period of 30 years with renewable option at rentals mutually agreed upon / sold to Hindustan Petroleum Corporation Ltd. Kindly note that in case the site

as offered by you for leasing/sale to Hindustan Petroleum Corporation Ltd for putting up the Retail Outlet is not made available for lease/purchase as per the advice of the Corporation,



RECEIVED  
30/03/2015  
Name: Sh. Vikas Tokas  
Address: R/o Vill. – Gudhi  
Tehsil - Tauru  
Distt. – Mewat - 122105

this Letter Of Intent will be withdrawn without any further notice. However, there is no commitment from Hindustan Petroleum Corporation Ltd for taking the said land from you.

3. Hindustan Petroleum Corporation Ltd will develop the retail out let at the above location i.e, **VILLAGE FATEHPUR ON TAURU – BILASPUR ROAD** on the said site to be taken on lease by HINDUSTAN PETROLEUM CORPORATION LTD with appropriate structures, storage tanks and pumps.

Additional facilities (site specific) may also be developed by Hindustan Petroleum Corporation Ltd, on its sole discretion such as Canopy, Service Station or any other facility as may be decided by Hindustan Petroleum Corporation Ltd. from time to time.

4. 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.48 / -KL for MS and Rs.41 / -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 generator, compressor, electrical connection up to the sales building, drinking water facility, air facility, water connection/bore well and staff acceptable to HPCL.
7. You will ensure all financial and other arrangements for operating the retail outlet dealership.

In case it is found that the funds stated in the application for the purpose of setting up and operation of the dealership are not made available as and when required, 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, except your spouse as per terms and conditions of the Hindustan Petroleum Corporation Ltd and shall give an undertaking to this effect.

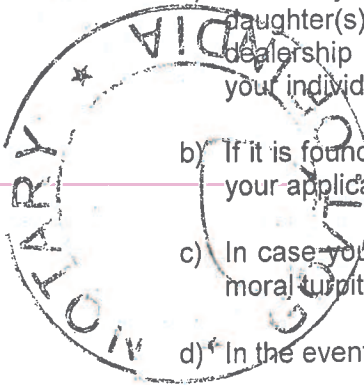
9. It will always be a basic condition for the award of MS / HSD retail outlet dealership that you shall be paying attention towards day to day working of the dealership by personally managing the affairs of the dealership you will give us a written undertaking to this effect and shall not assign or 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 HPCL.

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.

*[Handwritten signature]*  
[Faint stamp and text]

11. You will deposit with us a Demand Draft for Rs . 50,000/- ( Fifty Thousand) drawn on any scheduled bank in favor of Hindustan Petroleum Corporation Ltd payable at GURGAON towards security Deposit 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 the balance amount of Rs. 11,00,000/-(Eleven Lakhs) towards Non-refundable Bid amount, after setting off IDP amount, by way of a Demand Draft for Rs. 11,00,000/-(Eleven Lakhs) drawn on any scheduled bank in favor of Hindustan Petroleum Corporation Ltd payable at GURGAON 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 your 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 your close relatives like spouse, unmarried son(s) and unmarried daughter(s) receive anytime or have received a letter of intent for any other dealership or distributorship from our company or any other oil company either in your individual capacity or in partnership with any other individual(s).
  - 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 IDP would be forfeited.



211  
2008  
Sudhakar K. Khandani  
Advocate & Notary  
Gurgaon

The IDP 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.

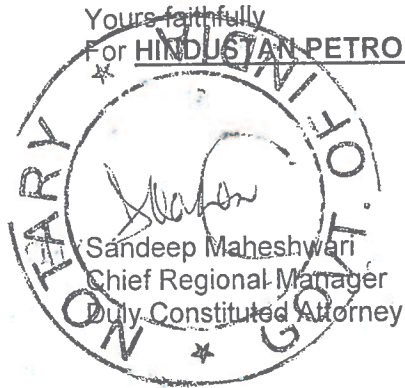
Should you require any further details / guidelines, please get in touch with our office at the address mentioned below :

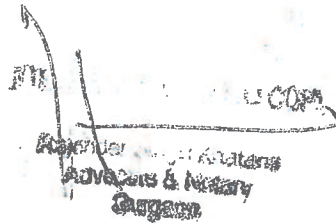
**HINDUSTAN PETROLEUM CORPORATION LTD  
104, SILVERTON TOWER, 1<sup>ST</sup> FLOOR,  
GOLF COURSE EXTENSION ROAD  
SEC.- 50 GURGAON – 122001**

Please acknowledge receipt of this letter.

Thanking you,

Yours faithfully  
For HINDUSTAN PETROLEUM CORPORATION LTD.

  
Sandeep Maheshwari  
Chief Regional Manager  
Duly Constituted Attorney

  
Notary Public  
Advocate & Notary  
Gurgaon