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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 ENTERPRISE) REGISTERED OFFICE : 17, JAMSHEDJI TATA ROAD, MUMBAI - 400 020

प्लॉट नं०-1, नेहरू एन्क्लेव, गोमती नगर, लखनऊ - 2260 010 टेलीफोन : 2308123, 2309581, फैक्स : 0522-2309178

Plot No. 1, Nehru Enclave, Gomti Nagar, Lucknow - 226010, Tel.: 2308123, 2309581, Fax : 0522-2309178

Annexure - AG3

LOI: CATEGORY SC/ST

Ref: LRR/RC/RETAIL/ LOI-143

Date: 04.03.2016

To

Shri Pawan Kumar Gautam
S/O Shri Matadeen Gautam,
Village & Post Kakari,
Block Trivediganj, Tehsil - Haidergarh,
District- Barabanki - 225126,

Sub: Proposed MS/HSD Retail Outlet Dealership at Location: "Between Km Stone no. 173 & 178, NH-731" District Barabanki State UP Category SC.

Dear Sir,

We refer to our advertisement dated 13/14 October 2014 and your application form No. 143/01 for the award of MS/HSD Retail Outlet dealership at the above location,

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 50 meter approx(frontage) X 50 mtrs (depth) at Gata Sankhya 749, Village- kakari, Pargana Haidergarh Tehsil- Haidergarh District Barabanki 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have to make available this land within 2 months from the date of this letter failing which this offer is liable to be withdrawn.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 would be duly developed up to the road level by cutting/filling (as applicable), with good quality 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 will renewable option at rentals mutually agreed upon / sold to M/S Hindustan Petroleum Corporation Limited. Kindly note that in case the site as offered by you for leasing/sale to M/s

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. M/s Hindustan Petroleum Corporation Limited, will develop the retail outlet at the above location on the said site to be taken on lease by M/s Hindustan Petroleum Corporation Limited with appropriate structures, storage tanks and pumps.

Additional facilities (site specific) may also be developed by M/s Hindustan Petroleum Corporation Limited on its sole discretion such as Canopy, Service Station or any other facility as may be decided by M/s Hindustan Petroleum Corporation Limited 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.49.24/- KL for MS and Rs.41.22/- 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 to be specified by M/s Hindustan Petroleum Corporation Limited.

7. For enabling you to operate the dealership, Working capital, as may be determined by the Corporation at its sole discretion to be utilized only for the purpose of taking delivery of MS/HSD/Lubes from the Corporation to maintain supply.

The above working capital will carry interest, which at present is @ 11% per annum payable monthly from the date of disbursement of the working capital by the Corporation.

The aforesaid working capital along with the interest mentioned above, will be repayable by you in 100 equal monthly instalments, commencing from the 13th month of commissioning of the dealership.

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 M/s Hindustan Petroleum Corporation Limited, 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 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. 5,00,000/- (Five Lacs Only), drawn on any scheduled bank in favour of Hindustan Petroleum Corporation Limited payable at Lucknow 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 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.
13. If we find that the progress made by you towards the above is not to our satisfaction, this offer is liable to be withdrawn.
14. 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
15. 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.
16. In case you are not able to provide the developed land within the specified time or fail to fulfill of terms & conditions of LOI or withdraw for any reason, then LOI can be withdrawn and selection cancelled.
17. 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:

Lucknow Retail Region, Plot No-1, Nehru Enclave, Gomti, Nagar Lucknow,

Please acknowledge receipt of this letter.

Thanking you,

Yours faithfully



Vishal Bajpai
Sr.Regional Manager