

इंडियन ऑयल कार्पोरेशन लिमिटेड

मुरादाबाद मण्डल कार्यालय
ख्वाजा फिलिंग स्टेशन के पीछे
एन.एच.-24, पाकवाड़ा मुरादाबाद 244102 (उ.प्र.)
दूरभाष सं. : 0591-2360656/57

Indian Oil Corporation Limited

Moradabad Divisional Office
Behind Khwaja Filling Station (Indian Oil Petrol Pump)
NH-24, Pakbara, Moradabad-244102 (U.P.)
Phone No. : 0591-2360656/57



IndianOil

A Maharatna
Company

मण्डल कार्यालय

Divisional Office

Ref: N/2016/IN001084/UP./000131/1506/00008

Page:1 of 3

Date: 24.02.2017

To,
SH ELIYAS MOHAMMED
S/O SHRI CHHUTTAN ALI,
VILLAGE: SINDHOLA DAULAT SINGH, POST:KHAS
TEH:GUNNAUR, DISTT SAMBHAL(U.P.)PIN:202527

Dear Sir/Madam,

Subject : Proposed MS/HSD B Site Retail Outlet Dealership at Location: BETWEEN KM STONE 97-100 ON SH-51, DIST SAMBHAL, District:BUDAUN State:Uttar Pradesh Category:OBC

We refer to our advertisement dated 18.10.2014 and your application form No. 272/01 for the award of MS/HSD Retail Outlet Dealership at the above location and you were the lone eligible applicant for the above location.

Please be informed that by this Letter of Intent, we propose to offer you a Retail Outlet 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 MTR approx.; 35 MTR (frontage) X 35 MTR(depth) at 1517/ Village CHANDAWALI ; Taluka:SAMBHAL, District:BUDAUN. you 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have to make available this land within 2 months from the date of this letter failing which this offer is liable to be withdrawn.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. 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.

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for putting up the Retail Outlet is not developed as per the advice of the Corporation, this Letter of Intent will be withdrawn without any further notice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, 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.

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.
- e. First aid kit with valid medicines.
- f. Adequate illumination.
- g. PUC facilities, wherever it is mandatory.
- h. Other facilities as may be specified by the Corporation from time to time.

पंजीकृत कार्यालय : जी-9, अली यावर जंग मार्ग, बान्ना (पूर्व), मुंबई - 400 051 (भारत)

मुरादाबाद मण्डल कार्यालय
ख्वाजा फिलिंग स्टेशन के पीछे
इंडियन ऑयल कार्पोरेशन लि. (म.प्र.)
Indian Oil Corporation Limited (M.D.)
मुरादाबाद मण्डल कार्यालय, पिनकोड 24
Gold Storage Delhi Road, NH-24
Moradabad-244102(U.P.)
P.O. Pakbar

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 18/- KL for MS and Rs 16/- KL for HSD including applicable taxes.

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 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.
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, 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).
11. 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 Rs. 5.0 Lakhs drawn on any scheduled bank in favour of Indian Oil Corporation Ltd. payable at Moradabad 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 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 Moradabad 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.


04/03/17


मुख्य संयोजक, कोयला एवं पेट्रोलियम विभाग, मोरदाबाद
मुख्य संयोजक, कोयला एवं पेट्रोलियम विभाग, मोरदाबाद
भूखंड विकास कार्यालय, Moradabad/District Office
Indian Oil Corporation Limited (M.D.)
कोयला एवं पेट्रोलियम विभाग, मोरदाबाद
Opp. Cold Storage Delhi Road, H.H. 24
N/o पार्कवे, मोरदाबाद - 244102 (B.Z.)
P.O. Parkari, Moradabad-244102(U.P.)

6. This letter of intent will stand automatically withdrawn and cancelled on the happening of any of the following events:-
- 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).
 - If it is found that you have suppressed and / or misrepresented any material facts in your application.
 - In case you are found to be convicted for any criminal / economic offence involving moral turpitude.
 - 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. The LOI would also be withdrawn and selection cancelled, if you are unable to submit the Non-refundable fixed fee within the stipulated time.
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 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.

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

Moradabad DO

Moradabad

Remarks :

LOI IN FAVOUR OF SH ELIYAS MOHAMMED FOR LOCATION: BETWEEN STONE 97-100 ON SH-51, DISTT SAMBHAL UNDER OBC CATEGORY

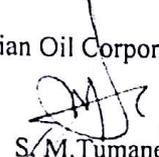
Please acknowledge receipt of this letter.

Thanking you,


 मुख्यालय दिल्ली, भारत सरकार के तहत
 मुंबई/मराठवाड़ा मण्डल कार्यालय Moradabad Divisional Office
 इंडियन ऑयल कॉर्पोरेशन लि. (एम.डी.)
 Indian Oil Corporation Limited (M.D.)
 को. रोड, दिल्ली रोड, एन.एच. 24
 को. रोड, दिल्ली रोड, एन.एच. 24 (ए.ए.)
 Opp. Cold Storage, Moradabad-241001 (U.P.)

Yours faithfully

For Indian Oil Corporation Ltd.


 S. M. Tumane
 Sr. Divisional Retail Sales Manager

04/03/2017

ACKNOWLEDGEMENT

I hereby accept this Letter of Intent with all the terms and conditions stipulated therein. I hereby further confirm that I / My family members do not hold RO dealership/SKO-LDO Dealership/LPG distributorship and have not received any letter of Intent for any other Dealership/distributorship of any Oil Company or in partnership with any other individual. I hereby also undertake not to accept any other Letter of Intent.

कार्यालय मुख्य अभियन्ता मुरादाबाद क्षेत्र, लो0नि0वि0, मुरादाबाद ।

पत्रांक :- 5/53 / 46 स्त्र. मु0क्षे0/17

दिनांक- 26-7-20

संवा में.

जिलाधिकारी,
सम्भल ।

विषय :- ग्राम-चन्दावली तहसील व जिला-सम्भल स्थित गाटा सं0-151/2 बदायूँ बिल्सी-बिजनौर मार्ग (राज्य मार्ग-51) पर रिटेल आउटलेट स्थापित करने हेतु अनापत्ति प्रमाण-पत्र निर्गत किये जाने के सम्बन्ध में ।

सन्दर्भ :- आपका पत्रांक 2421/4/रीडर-अ0प्र0पत्र/2016-17 दिनांक 28.04.2017

कृपया उपरोक्त विषयक सन्दर्भगत पत्र का सन्दर्भ ग्रहण करें। विषयगत प्रकरण में अधीक्षण अभियन्ता, मुरादाबाद वृत्त, लो0नि0वि0, मुरादाबाद के पत्रांक-3210/105काम-मु0क्षे0/17 दिनांक 24.07.2017 द्वारा की गई संस्तुति एवं शर्तों के तारताय में ग्राम-चन्दावली तहसील व जिला-सम्भल स्थित गाटा सं0-151/2 बदायूँ-बिल्सी-बिजनौर मार्ग (राज्य मार्ग-51) पर रिटेल आउटलेट (पेट्रोल पम्प) स्थापित करने हेतु इण्डियन ऑयल कारपोरेशन, लिमिटेड को निम्न शर्तों के साथ लो0नि0वि0 से सम्बन्धित अनापत्ति प्रमाण-पत्र निर्गत किया जाता है :-

- 1- गानचित्र मानक के अनुसार बने है।
- 2- प्रस्तावित निर्माण अभी तक प्रारम्भ नहीं किया गया है।
- 3- आवेदक के विरुद्ध उक्त प्रस्तावित स्थल सम्बन्धी उ0प्र0 रोड साईड लैण्ड कन्ट्रोल एक्ट-1945 की धारा-13(1) अथवा 13(2) के अन्तर्गत कोई वाद न्यायालय में विचारार्थीन नहीं है अन्य किसी प्रकार के वाद एवं विवाद के सम्बन्ध में आवेदक का उत्तरदायित्व होगा।
- 4- प्रस्तावित निर्माण स्थल पालिका की सीमा के बाहर है।
- 5- प्रस्तावित स्थल बदायूँ-बिल्सी-बिजनौर मार्ग (राज्य मार्ग-51) के कि0मी0 99, चैनैज 98.400 के बायीं ओर स्थित है।
- 6- प्रस्तावित निर्माण कृषि योग्य भूमि पर बनाया जाना प्रस्तावित नहीं है।
- 7- रिटेल आउटलेट की सर्विस रोड के लिये 05 किमी0 की दूरी पर सर्विस बेगियर नहीं है।
- 8- बफर स्ट्रिप 12.00 मी0 लम्बाई एवं 3.00 मी0 चौड़ाई तथा रिटेल आउटलेट पर वाहनों का प्रवेश एवं निकास कवर्स की चौड़ाई 23.00 मी0 है।
- 9- प्रस्तावित पेट्रोल पम्प का निर्माण आई0आर0सी0 कोड सं0-12-2009 के अनुसार किया जाये।
- 10- आवेदक को प्रस्तावित निर्माण कार्य की गन्ध रेखा से बफर स्ट्रिप 22.86 मी0, पम्प 33.86 मी0, 43.86 मी0 एवं भवन निर्माण 51.66 मी0 की दूरी पर है।

क- आवेदक को रिटेल आउटलेट इण्डियन ऑयल कारपोरेशन, लिमिटेड पम्प लगाने की अनुमति मिलने के उपरान्त अपने निजी खर्च से गान चित्रानुसार ओपन ड्रेन(नाली) एवं दोनों ओर पुलिया एवं पहुँच मार्ग तथा 7.00 मी0 चौड़ाई की सर्विस रोड का निर्माण लो0नि0वि0, की विशिष्टियों के अनुसार कराना होगा। 15 वर्षों के लिये लीजडीड एग्रीमेन्ट निर्धारित प्रपत्र(Annexure-3) पर फर्म से प्राप्त कर लिया गया है एग्रीमेन्ट की फीस सक्षम अधिकारी से अनुमति प्राप्त होने के उपरान्त जगा करायी जायेगी। प्रार्थी का लीजडीड एग्रीमेन्ट संलग्न है।

ख- आवेदक को यह सुनिश्चित कराना होगा, कि पेट्रोल पम्प लगाने के पूर्व व पश्चात् मार्ग पर किसी प्रकार से यातायात के संभालन में अवरोध न होने पाये।

ग- आवेदक द्वारा किसी भी दशा में स्वयं के इस्तेमाल एवं वर्षाती पानी का बाह्य इस प्रकार कराना होगा कि पानी बिना किसी अवरोध के सीधा नाली में ही आवे तथा किसी भी दशा में रिटेल आउटलेट का पानी मार्ग पर नहीं आना चाहिये एवं नाले को बन्द नहीं किया जायेगा।

घ- फिलिंग स्टेशन की सतह को मार्ग की लेपित सतह से 0.50 मी0 नीचा रखा जायेगा।

- 11- प्रस्तावित पेट्रोल पम्प के पहुँच मार्ग पर 1.00 मी0 स्मान की आर0सी0सी0 पुलिया का निर्माण लो0नि0वि0 की विशिष्टियों के अनुरूप कराना होगा तथा निर्मित की जाने वाली पुलियों के बीच रोड साईट खन्ती में 1.00 मी0 चौड़ाई का ड्रेन बनाकर ऊपर र्टील पाईप के कैंदिल केयर बना दिया जाये ताकि रोड का पानी सुरक्षा एवं सुविधा पूर्वक रोड साईट ड्रेन से होकर आगे प्रकृति, नाली/नाले में बह सकें। किसी भी दशा में नाली/नाले