



# 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

डी-2, उ.प्र.रा.औ.वि.नि. औद्योगिक क्षेत्र, साइट-बी, निकट मथुरा रिफाइनरी, मथुरा-281005 (उ.प्र.) फोन : 0565-2480390 फैक्स : 0565-2480343  
D-2, U.P.S.I.D.C., INDUSTRIAL AREA, SITE-B, NEAR MATHURA REFINERY, MATHURA-281005 (U.P.) TEL : 0565-2480390 FAX : 0565-2480343

REF:MRR/SSD/RET

DATE:27-09-2005

Shri Ashok Kumar Chaudhary,  
S/o. Shri Nathimal Malia ,  
Bihari Mandi Street,  
Sarai Kutub, Aligarh City,  
ALIGARH - 202 001(UP)

Sub: Letter of Intent for proposed Retail Outlet Dealership at IGLAS location, ALIGARH District, U.P. State SC Category.

Dear Sir,

We refer to your application dated 21-01-2004 for Retail Outlet Dealership at IGLAS location, ALIGARH District, U.P. State under category SC and the subsequent interview held at MATHURA on 22-06-2005. By this letter of Intent, we propose to offer you the Retail Outlet dealership of Hindustan Petroleum Corporation Limited at the above location on the terms and conditions mentioned below:-

- A. For enabling you to operate the Dealership said above, we will develop the Retail Outlet at IGLAS and provide the same to you with certain facilities mentioned in sub-para (i) & (ii) hereunder as early as possible.
  - i. A suitable plot of land duly developed as Retail Outlet with certain facilities like Sales Room bldg, Storage Tank, Pump, driveway, compound wall, stores, Toilet, Generator & Compressor Room, yardlighting etc.  
Additional facilities( site specific) may also be developed by HPCL on its sole discretion such as Canopy, Service Station or any other facility as may be decided by HPCL from time to time.
  - ii. Working Capital, as may be determined by this Corporation at its sole discretion to be utilised only for the purpose of taking delivery of MS/HSD from this Corporation to maintain supply.

The above working capital will carry interest @ 11% payable monthly from the date of disbursement of the working capital by the Corporation.

The aforesaid working capital with interest will be repayable by you in hundred equal monthly installments, commencing from the 13<sup>th</sup> month of commissioning of Dealership.

Contd..2,

- B. For the facilities that may be provided by the Corporation as aforesaid, we will recover from you license fee as may be decided by Corporation and applicable to you from time to time. At present, the license fee recoverable is Rs.43/- per KL for MS and Rs.36/- per KL for HSD.
- C. 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 such failure or delay.
- D. You shall not induct any partner(s); in case of individual nor make any changes in the constitution of the partnership as existing at the time of application.
- E. It will always be a basic condition for an award of MS/HSD Retail Outlet Dealership that you shall operate the Dealership and shall not assign or part with the same to any other person(s).
- F. You will be notified by Corporation in writing after the facilities mentioned above are made available and they are ready for commissioning the Dealership and immediately on receipt of the above notice from Corporation, you shall, within a period of two months, comply with the following requirements and produce proof thereof to our satisfaction.
  - i. You have obtained 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; and
  - ii. You have resigned from your employment if you are employed and obtained the Letter of Acceptance from your employers.

Please note that failure to comply with the two requirements mentioned in (i) & (ii) above will entitle the Corporation to withdraw this Letter of Intent without making any further reference to you, purely at your own risk.

- G) This letter is merely a Letter of Intent and is not to be construed as a 'firm offer' of Dealership to you. The proposal made herein will stand automatically withdrawn and cancelled on the happening of any of the following events :
  - i. In case you receive at any time 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).
  - ii. If it is found that you have suppressed and/or misrepresented any material facts in your application.

The Dealership in your favour will be confirmed/formalised by an Appointment Letter followed by the signing of our standard Dealership Agreement after the facilities are made available and you are in position to commence the operation of the Dealership.



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Should you require any further details/guidance, please get in touch with our Regional Office at the address as given above.

Please acknowledge the receipt of this letter.

Thanking you,

Very truly yours,  
For HINDUSTAN PETROLEUM CORPN. LTD.,

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**Sr. Regional Manager**  
**DULY CONSTITUTED ATTORNEY**