



हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड

(भारत सरकार उपक्रम) रजिस्टर्ड ऑफिस : १७, जमशेदजी टाटा रोड, मुंबई ४०० ०२०
HINDUSTAN PETROLEUM CORPORATION LIMITED

(A GOVERNMENT OF INDIA ENTERPRISE) REGISTERED OFFICE : 17, JAMSHEDJI TATA ROAD, MUMBAI - 400 020

मुगलसराय रिटेल क्षेत्रीय कार्यालय : अलीनगर-सकलडीहा रोड, ग्राम-सरेसर, मुगलसराय-चन्दाही - 232 101
Mughalsarai Retail Regional Office : Alinagar-Sakaldiha Road, Village-Saresar, Mughalsarai-Chandauli-232-101
Tel : 05412-251713, 251609, 251648 Fax 05412-251667

REF: MGRO/RET/LOI/HIGHWAY4045

May 08, 2013

Sh. Rupesh Kumar Seth
S/o Sh. Chandra Bhan Seth,
Vill. Sarokhanpur, Post Badipur,
District: Jaunpur (UP)
Pin - 222125

Sub: Letter of Intent for proposed Retail Outlet dealership at Location: "Jaunpur to Lucknow Road between Km Stone no. 27 to 35 on NH731 in Dist. Jaunpur, State Uttar Pradesh Category "Open"

Dear Sir,

We refer to our advertisement dated 15/16 Sept 2011 and your application dated 21/10/2011 which is received by us on 22/10/2011 for Retail outlet dealership at location: "Jaunpur to Lucknow Road between Km stone no. 27 to 35 on NH731 in Dist. Jaunpur, State Uttar Pradesh Category "Open" and the subsequent interview held at Mughalsarai on 17/08/2012. 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:-

- That you will lease the suitable plot of land for a period of 30 years with renewal option as per mutually agreed terms & conditions. In case the offered land is taken on lease by you, the head lease should contain a clause that you should have a right to sub-lease the said plot of land to HPCL without further reference to or consent of the Head Lessor for the lease period as stipulated above, under such terms and conditions as may be agreed upon between you and HPCL. In case you fail to make available the offered land within two months, this offer is liable to be withdrawn. However, there is no commitment from HPCL for taking the said land from you.
- That you shall develop the offered land upto 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 meter height, designed as per site conditions as per approval of HPCL.

HPCL will develop the Retail Outlet at said plot of land and provide the same to you with certain facilities like Sales Room building, Storage Tank, Pump, Driveway, Stores, Toilet, Generator & Compressor Room, Yard lighting, 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.

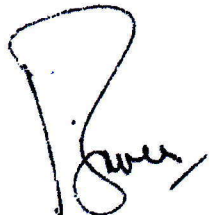
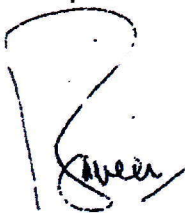
You will provide other mandatory facilities like Generator, Compressor, electrical connection upto the said building, water connection/bore well and staff acceptable to HPCL.

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- c. 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.48 Per KL of MS (Motor Spirit) and Rs. 41 Per KL of HSD (High Speed Diesel).
- d. 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.
- e. 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 obtain the Letter of Acceptance from your employers.
 - iii. 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.
- f. You shall neither 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.
- g. It will always be a basic condition for an award of MS/HSD Retail Outlet Dealership that you shall operate the Dealership personally and shall not assign or part with the same to any other person(s).
- h. That you will have to pay to the Corporation a refundable interest free security deposit of Rs. Three lacs at the time of appointment.
- i. That you will make all efforts to retail fuel and non-fuel products promoted by HPCL from time & time and also facilitate the corporation in the effort to promote all products and activities from your retail outlet.
- j. That in your application form details of various sources of funds required for setting up and operation of the dealership has been furnished. Those funds shall be made available for the purpose stated in the application. In case it is found that the same is not made available as and when required, this LOI can be withdrawn and you will have no claim, damages whatsoever against the oil company.

If we find that the progress being made by you towards the above is not to our satisfaction this offer is liable to be withdrawn

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This letter is merely a Letter of Intent and 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 or any member of your family unit 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 LOI holder, on his/her appointment as dealer of the retail outlet at the said site, shall ensure that minimum wages shall be paid to all the employees of the retail outlet. The dealer shall arrange to open savings bank account for all his/her employees working at the retail outlet and shall ensure that the wages are credited in their respective bank accounts, regularly every month.


The Dealership to you will, on your complying with the conditions spelt out herein-above, be formalised /confirmed by an appointment letter followed by the signing by both you and us on our standard Dealership Agreement.

Should you require any further details/guidance, please get in touch with us.

Please acknowledge receipt of this letter.

Thanking you,

Very truly yours,
For Hindustan Petroleum Corpn. Ltd.


Sr. Regional Manager
Duly Constituted Attorney.

ACKNOWLEDGEMENT

I hereby accept this Letter of Intent with all the terms and conditions stipulated therein. I hereby further confirm that I 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 such Letter of Intent.

Place: _____

Signature: _____

Date: _____

Name: _____

सी.आर. विजय कुमार
C.R. Vijaya Kumar
उप. महाप्रबंधक
Deputy General Manager
वास्तविक क्षेत्रीय कार्यालय
Varanasi Retail Region
हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लि.
Hindustan Petroleum Corporation Ltd.
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