



Original

HINDUSTAN PETROLEUM CORPORATION LTD.
GURGAON REGIONAL OFFICE
E-22, INDUSTRIAL AREA, COURT ROAD, PANIPAT-132103
PHONE : 0180-3291725, 3291702

May 22, 2010

PRO: RET: SK

Smt. Kamla
W/o Sh. Bhoop Singh Bhadu,
V.P.O. Badopal,
Dist. Fatehabad, (Haryana)

Sub: Letter of Intent for proposed Retail Outlet Dealership at "**Village Badopal**",
District **Fatehabad**, State **Haryana**, Category **OP**.

Dear Madam,

We refer to your application Dated **07.08.09** for Retail Outlet Dealership at "**Village Badopal**", District **Fatehabad**, State **Haryana**, Category **OP**", and the subsequent interview held at Panipat on **16.12.2009**. 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. That you will lease the suitable plot of land to HPCL for a period of 15 years with one renewal option for another 15 years. 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 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 In case you fail to make available the offered land within two months, this offer is liable to be withdrawn.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.

b. HPCL will develop the Retail Outlet on the said plot of land and provide the same to you with certain facilities like Sales Room bldg, Storage Tank, Pump, driveway, compound wall, stores, Toilet, Generator & Compressor Room, yard lighting etc as early as possible.

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.

c. For the facilities that may be provided by the Corporation as aforesaid, we will recover from you licence fee as may be decided by Corporation and applicable to you from time to time. At present, the licence fee recoverable is Rs. 47 per KL of MS and 40 per kl of HSD.

Handwritten signature

Page 1 of 3



HINDUSTAN PETROLEUM CORPORATION LTD.
GURGAON REGIONAL OFFICE
E-22, INDUSTRIAL AREA, COURT ROAD, PANIPAT-132103
PHONE : 0180-3291725, 3291702

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 licence 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.

f. 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.

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 a refundable interest free security deposit of Rs 3 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.

k. That you, on your appointment as dealer of the retail outlet at the said site, shall ensure that minimum wages shall be paid to all the staff of the retail outlet. The dealer shall open savings bank account for all his key staff and shall ensure that the wages are credited in their respective bank accounts, regularly every month.

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.

Handwritten signature



HINDUSTAN PETROLEUM CORPORATION LTD.
GURGAON REGIONAL OFFICE
E-22, INDUSTRIAL AREA, COURT ROAD, PANIPAT-132103
PHONE : 0180-3291725, 3291702

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 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 to you will, on your complying with the conditions spelt out hereinabove, 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,

22/5/2010
22/5/2010

For Hindustan Petroleum Corpn Ltd


Sr. Regional Manager
DULY CONSTITUTED ATTORNEY

22/5/2010
22/5/2010