



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

वेदव्यासपुरी, परतापुर, मेरठ - 250 103 फोन: 0121-2967426 फैक्स: 2440823 तार - हिन्दपैटकॉर
VEDVYASPURI, PARTAPUR, MEERUT - 250 103 Tel.: 0121-2967426 Fax : 2440823 Telegram: HINDPETCOR

REF: MTRO/AL/RET / 49

Date: 08/11/2012

Shri Vijay Varma
S/o-Late Shri Dharmendra Varma
Varma Building Gaushala Road, Shamli
Distt.- Muzaffarnagar (UP) 247776

Subject: Letter of Intent for proposed Retail Outlet Dealership at Location-ON SH-12 BETWEEN KM STONE 35-39 IN AND AROUND SHAMLI District - Muzaffarnagar State- U.P Under Category - Open.

Dear Sir,

We refer to your applications dated 17/10/2011 for Retail Outlet Dealership at location 'ON SH-12 BETWEEN KM STONE 35-39 IN AND AROUND SHAMLI' District-Muzaffarnagar, State- U.P Under Category-Open and subsequent interview held at Meerut on 07/08/2012 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:-

- a. That you will lease the suitable plot of land (duly filled/excavated the land to the satisfaction of HPCL upto plinth level including the retaining wall) to HPCL for a period of 30 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 sublease 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 In case you fail to make available the offered land within two months, this offer is liable to be withdrawn.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, Toilet, Generator Room, Yard lighting etc., as early as possible.

Additional facilities (site specific) may also be developed by HPCL on its sole discretion as may be decided by HPCL from time to time.

However for setting up of the facilities, you have to hand over the offered land duly developed, up to the road level, with good earth/murum, layerwise compacted as per standard engineering practices to the satisfaction of HPCL. You are also required to provide retaining wall and compound wall of minimum height 1.5 meter, designed as per site condition and approved by HPCL Engineer.

- 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 for MS and Rs.40/-per KL for HSD.
- 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 obtain the Letter of Acceptance from your employers. In case you are Member of Parliament/Member of Legislative Assembly, acceptance of your resignation shall be submitted from the Speaker of the House.

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.Two 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. The LOI holder on his 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 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.

This letter is merely a letter of intent and not to be construed as a firm offer to dealership to you. The proposal made herein will stand automatically withdrawn and cancelled on the happening of any of the following events:

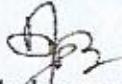
- i In case you received at any time or have received a letter of intent for any other dealership or distributorship from our company or any other oil company, either in your individual capacity or in partnership with any other individual (s).
- ii If it is found that you have suppressed and/or misrepresented any material facts in your application.

The dealerships to you will, on your complying with the conditions spelt out herein above, be formalized /confirmed by an appointment letter followed by the signing by both you and us on our standard dealership agreement.

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

Please acknowledge receipt of this letter.

Thanking you


Very truly yours,
For Hindustan Petroleum Corp. Ltd.,