



हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड

(भारत सरकार 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

जालन्धर क्षेत्रीय कार्यालय, सुच्ची पिंड, जालन्धर - 144 009 दूरभाष : 2421768, 69 फैक्स : 0181-2421771
JALANDHAR REGIONAL OFFICE, SUCHI PIND, G.T. BY PASS, JALANDHAR-144 009 TEL. : 2421768, 69 Fax : 0181-2421771

REF : JLRO/JSS/LOI-II/5

DATE : 06/02/04

Smt Sarbrinder Kaur
W/o Col Hardhir Singh
H No 983, C-Block,
Housing Board Colony
Ranjit avenue, Amritsar.

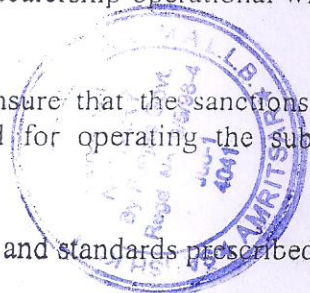
Letter of Intent for proposed Retail Outlet
Dealership at Between BEAS & RAYYA,
District : Amritsar, State : Punjab, Category:
OP(W)

Dear Madam,

We refer to your application dated 20.12.03 for Retail Outlet Dealership at Location : Between BEAS & RAYYA, District : Amritsar, State : Punjab, Category: OP(W) and the subsequent interview held at Jalandhar R O on 29.01.04. 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 and superstructures thereon 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 In case you fail to make available the offered land within two months, this offer is liable to be withdrawn.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. That you will make financial and other arrangements for operating the Retail Outlet dealership so that the dealership is commissioned within 4 months from the date of this letter.
- c. That you will take the following steps to make the retail outlet dealership operational within the stipulated time period.
 - i. Follow-up with the District/local authorities in order to ensure that the sanctions for constructions of building and other facilities are obtained for operating the subject dealership.
 - ii. Provide following facilities at the Retail Outlet as per lay-out and standards prescribed by the Corporation

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Sr. Sales Officer
Hindustan Petroleum Corporation Ltd
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Mandatory Facilities:

Land & its development, Driveway, Compound Wall, Sales Office, Show Room, Store, Toilet, Generator & Compressor Room, Yard Lighting, Air and Water facilities, etc

Additional Facilities (Site specific)

All such facilities required for customer service such as Staff Room cum Change Room, Canopy, Service Station, Trucker's Rest Room, Dhaba/Restaurant, C-Store, Spare parts/Medical shop, ATM, Telephone Facilities, PUC facility & Other Facilities as may be specified by the corporation from time to time.

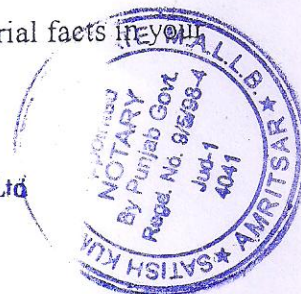
- iii. Obtain Retail Selling Licence and other permits/permissions that may be necessary for commissioning and subsequent sale of petroleum products from the Retail Outlet.
- iv. You shall not induct any partner(s); in case of individual nor make any changes in the constitution of the partnership as existing at the time of application.
- v. 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).
- vi. You will be required to resign from the job, if employed, and submit the proof of the acceptance thereof, prior to issue of appointment letter as dealer.
- d. That you will have to pay a refundable interest free security deposit of Rs Three lacs at the time of appointment.
- e. 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.

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 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.

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The Dealerships 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,
For Hindustan Petroleum Corpn. Ltd.

[Signature]
Sr Regional Manager - JLRO
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.

Signature:

Name: *(Sarbrindhu Kaur)*

Place: *Jalandhar*

Date: *06-02-2004*

CC: Head-Zone

CC: DGM-Retail(Mktg), HB-4

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Sr. Sales Officer
Hindustan Petroleum Corporation Ltd
Amritsar

tested to be true copy of
Document Produced:
[Signature]
Notary Public for District



14 FEB 2014