



हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड

(भारत सरकार का उपक्रम) 104, सिल्वरटोन टॉवर, प्रथम तल, गोल्फ कोर्स एक्सटेंशन रोड, सेक्टर-50, गुडगांव-122001

HINDUSTAN PETROLEUM CORPORATION LIMITED

(A GOVT. OF INDIA ENTERPRISE) 104, Silverton Tower, 1st Floor, Golf Course Extension Road, Sec.-50, Gurgaon-122 001

GRO: AK:2011:CO:337:12

27.12.2012

Sh. Balbir Singh Chhikara
S/o Sh. Bhim Singh,
R/o H.No-1157, Sec-1,
Distt- Rohtak.

Sub: Letter of Intent for proposed Retail Outlet Dealership at Location **"WITHIN 6 KMS FROM COLLEGE CHOWK TOWARDS ROHTAK ON SH-16"**-Distt **ROHTAK** - State **HARYANA** – Cat **OP**.

Dear Sir,

We refer to our advertisement dated 16.09.2011 and your application dated nil for Retail Outlet Dealership at **"WITHIN 6 KMS FROM COLLEGE CHOWK TOWARDS ROHTAK ON SH-16"**, District **ROHTAK**, State **HARYANA**, under category **OP** and the subsequent interview held at Gurgaon on **14.07.2012**. 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 shall lease the suitable plot of land to HPCL for a period of 30 years with renewal option as per mutually agreed terms and conditions. In case the offered land is taken on lease by you, the head lease should contain a clause that you shall 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 In case you fail to make available the offered land within two months, this offer is liable to be withdrawn.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.
- b. 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 meters height, designed as per site conditions as per approval of HPCL.

HPCL will develop the Retail Outlet on the 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 up to the sales building, water connection / bore well and staff acceptable to HPCL.

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 obtained the Letter of Acceptance from your employers.

iii. Please note that failure to comply with the two requirements mentioned in (a) & (b) 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, in case of 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 2 Lakhs** 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/damage 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.

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:

a. 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).

b. 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 the minimum wages shall be paid to all the employees of the retail outlet. The dealer shall arrange to open saving 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 hereinabove, be formalised/confirmed by an appointment letter followed by the signing by both you and us on our standard Dealership Agreement.

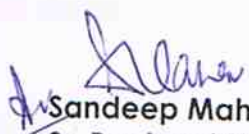
Should you require any further details/guidance, please get in touch with us.

Please acknowledge receipt of this letter.

Thanking you,

Very truly yours,

For Hindustan Petroleum Corpn Ltd


Sandeep Maheshwari
Sr. Regional Manager
Duly Constituted Attorney