

THIS MEMORANDUM OF AGREEMENT made at _____ on the ____ day of -----
2021.

BETWEEN

BHARAT PETROLEUM CORPORATION LIMITED a Company incorporated under the Indian Companies Act, 1956 having CIN L23220MH1952GO1008931 and having its Registered Office at Bharat Bhavan, 4 & 6, Currimbhoy Road, Ballard Estate, Mumbai 400 001 and its regional office amongst other places, at Bharat Bhavan, Plot No. 31, KIT Scheme No. 118, Prince Gulam Md. Shah Road, Golf Green, Kolkata – 700 095 hereinafter referred to as 'BPCL' (which expression shall unless excluded by or repugnant to the context mean and include its successors and assigns) on the ONE PART

AND

ABC – a company incorporated under the laws of ABC and having its registered office at ABC hereinafter referred to as ABC (which expression shall unless excluded by or repugnant to the context mean and include all its successors and assigns) of the OTHER PART.

BPCL and ABC hereinafter be referred to individually as the "**Party**" and collectively as the "**Parties**".

WHEREAS

- a) BPCL is engaged in refining and marketing of petroleum products.
- b) ABC is in the business of ----- and now intends to enter into distribution and marketing of petroleum products marketed by I&C business unit of Bharat petroleum detailed in this agreement in the country of Nepal.
- c) In order to enhance its presence in the specified range of products detailed in this agreement in Nepal market, BPCL is desirous of selling this specified range of products to ABC for the purpose of use and /or resale of the same in Nepal ONLY either by itself.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Purchase and sale of BPCL's range of products :

BPCL agrees to sell to ABC and ABC agrees to buy from BPCL, petroleum products mentioned below (hereinafter referred as "said petroleum product"), which is treated as a part of this agreement, and/or any other product as may be introduced by BPCL from time to time, on the terms and conditions contained hereinafter.

- a) Bitumen (Packed & Bulk) of all specifications/grades.
- b) Furnace Oil
- c) Mineral Turpentine Oil
- d) Hexane

2. Geographic Territory for marketing:

2.1. ABC is being appointed by BPCL as the Selling Agent for marketing & distribution of the petroleum product of BPCL, described under clause 1 hereinabove, in the country of Nepal. During continuance of this agreement, ABC shall deal exclusively with the petroleum products of BPCL in the product categories as mentioned above in clause 1.

2.2. If BPCL receives any business inquiry for selling or supplying of said petroleum product from any party from Nepal, BPCL shall refer or forward such inquiry to ABC with advice to party to contact Selling Agent (hereinafter referred as SA) and in an event of SA not being able to cater or customer wishes to take supplies directly from BPCL in such case BPCL shall execute the order directly. Also BPCL can directly participate in any tender for selling and/or supplying of said petroleum products, if direct participation from the manufacturer is a mandatory condition in the tender. No commission shall be payable to ABC in such cases of direct supply unless agreed in writing in advance.

3. Sales Volumes target :

3.1. ABC shall promote the sales of BPCL's products to the satisfaction of BPCL. In order to ensure effective marketing of BPCL's products in Nepal, the following time bound sales volumes targets have been agreed for ABC.

Product	Unit (MT/KL)	1st Year	2nd Year	3rd Year
Bitumen				
Furnace Oil				
MTO				
Food Grade Hexane				

The targets for later years would be indicated at a later stage based on market potential and performance of the SA

3.2. BPCL intends to supply Packed Bitumen through Rakes only. However, the decision on mode of supply lies with BPCL and same shall be binding on ABC.

4. Quality :

4.1. The specifications of the said Products to be sold would be as per Indian BIS standards, as applicable from time to time.

5. Prices :

5.1. BPCL will communicate the list price of various products from time to time and as prevailing on the date of supply.

5.2. It is hereby expressly declared that ABC will be at the liberty to charge prices which may be lower than the prices fixed by BPCL, but any reduction made by ABC will be to his own account and will not be recoverable from the BPCL.

5.3. Duties, taxes and statutory levies would be as per applicable rates on the date of supply and as per Notification issued by Government of India.

6. Sales Process :

6.1. ABC shall sell the said petroleum products in specified markets as mentioned in this agreement for appointment of SA.

6.2. ABC shall supply products to actual end users of the product. Any further sale to resellers/traders shall be subject to prior approval of the Company.

6.3. ABC will provide his monthly demand 30 days in advance.

- 6.4. ABC is required to place indent along with confirmed Letter of Credit, in terms of clause 8 hereunder, for billing based on the Purchase Order received from the end user.
- 6.5. Purchase orders / indents to clearly indicate requirement of said petroleum product and documentation involved.
- 6.6. ABC should ensure that the Product physically moves to intended destination from BPCL Haldia/Mumbai or from any other location as determined in future. Documents pertaining to taxes and duties, Entry / Exit Check Post and any other applicable document would be collected by SA and kept in safe custody for future verification by BPCL.
- 6.7. The SA will conduct reconciliation of all transactions on a regular basis and shall immediately inform TM – I&C Kolkata - BPCL in case of any discrepancy.
- 6.8. Copy of all types of returns as per applicable provisions of control orders to be retained by ABC.
- 6.9. ABC will place indents upon BPCL at the beginning of the month to BPCL's Kolkata I & C Territory office at Bharat Bhavan , Plot No. 31, KIT Scheme, 118, Prince Gulam Md. Shah Road, Golf Green, Kolkata – 700 095 or at any other office as mutually agreed.
- 6.10. ABC will ensure all relevant supply documents (Shipping Bill, Bill of Export, Pragyapan Patra, Endorsed copy of Invoice etc.) are duly cleared at the Border, endorsed by respective Customs Office of India and Nepal and submitted back in original to BPCL at their Kolkata I&C Territory Office at Bharat Bhavan , Plot No. 31, KIT Scheme, 118, Prince Gulam Md. Shah Road, Golf Green, Kolkata – 700 095 or at any other office as mutually agreed address and acknowledgement obtained.
- 6.11. The above documents i.e. Shipping Bill, Bill of Export, Pragyapan Patra, Endorsed Invoice Copy are required to be submitted back by ABC to BPCL within a maximum period of 1 (one) month from executing/taking the delivery of the supplies and necessary acknowledgement may be obtained for receipt of documents at the appropriate address and appropriate authority.

6.12. ABC shall ensure all statutory requirements, as applicable, inside Nepal in case of sale of said petroleum products are complied with.

7. Provided that ABC faithfully observe and perform all stipulations in the agreement required by it herein the present agreement, BPCL will do its best all times to supply ABC with their requirement of said petroleum product. BPCL, however shall be under no liability if unable to supply said petroleum product by any cause beyond its control or for stoppage of supplies under the terms hereof.

8. **Payment :**

8.1. The supplies shall be made by BPCL to ABC against confirmed International Letter of Credit (LC).

8.2. ABC at the time of placing the indent will open, irrevocable, confirmed letter of credit (without recourse to BPCL) payable at sight in advance in favor of Bharat Petroleum Corporation Ltd, Kolkata or as directed by Kolkata I&C Territory with 1st class Multinational Bank as approved by BPCL.

8.3. ABC shall furnish irrevocable Bank Guarantee from an Indian Nationalized Bank for Rs. 50, 00,000.00 (INR) (Indian Rupees Fifty lakh only) in favour of BPCL, Kolkata. The claim date of the said bank guarantee shall be valid for at least twelve months after expiry of the term of this agreement.

8.4. ABC to follow-up for payments against LCs opened by ABC or other direct customers if any. All payments against LC at sight need to be cleared immediately and ensure that payments are not delayed beyond ABC days of BILL/Invoice submission to Bank by BPCL, proof of which will be forwarded to ABC by e-mail.

8.5. If for any reason whatsoever, upon placement of the order for want of availability of the said petroleum product, BPCL is unable to supply the said petroleum product, the amount paid by ABC against the said supply shall be adjusted in the payment of next indent place by ABC. BPCL shall not be liable to pay any interest on such amount in any event whatsoever.

- 8.6. ABC To ensure that there are no discrepancy charges/ bank charges shall be deducted against BPCL's LC claims. All Bank charges/ discrepancy charges/reimbursement charges/confirmation charges or any other charges in relation to the LC which is arising/ inside and outside Nepal shall be on ABC account. In case BPCL has to pay or is made liable to pay any such amount with respect to bank charges, discrepancy charges etc. BPCL shall recover the said amount from ABC by issuing debit note or by deducting said amount from the security deposit, as deem fit by BPCL.
- 8.7. ABC To ensure that all LCs opened by individual customers if any are '**CONFIRMED LCs**'. The confirmation charges as applicable are on account of ABC or the individual customer as the case may be. BPCL will not bear any charges pertaining to LC confirmation.
- 8.8. ABC To ensure that the LCs are opened as standard format provided by BPCL. Also the documents required to be submitted should not exceed the following
- 1 No. Original Copy of Commercial Invoice
 - 1 No. Original Copy of Truck Receipt (in case of Railway movement
 - 1 no. photocopy of RR documents)
 - 1No Original ' Certificate of Origin'
 - 1No Original 'Packing List'
- 8.9. To ensure LCs opened favoring BPCL, ABC should comply with the following requirements
- 'DISCREPANCIES IN TRANSPORT DOCUMENTS IS ACCEPTABLE UNLESS IT CHANGES THE UNDERLINE GOODS OR VALUE OF CREDIT'
- 'TT REIMBURSEMENT ALLOWED. THE NEGOTIATING BANK IS AUHTHORISED TO DEBIT THE LC ISSUING BANK'S ACCOUNT HELD WITH THE NEGOTIATING BANK'
- 'IN CASE OF DISCREPANCIES NOTED IN THE DOCUMENTS SUBMITTED, NEGOTIATING BANK IS AUTHORIZED TO NEGOTIATE THE DOCUMENTS'
- 8.10. In case of any delay in payment beyond the agreed terms, penal interest @ MCLR + 7% will be levied by BPCL

- 8.11. In case of technical difficulties/ exigencies ABC shall make payment by RTGS/ Demand draft in favor of Bharat Petroleum Corporation Limited, Kolkata or as directed by BPCL, I&C, Kolkata territory after prior approval from BPCL.
- 8.12. In case of substitution or replacement or any amendment of existing law pertaining to taxes, duties, cess etc., respective provisions of the Agreement shall be amended accordingly and ABC agrees to reimburse BPCL all such said statutory taxes, duties, levies based on documentary evidence to be submitted by BPCL
- 8.13. Any statutory variation in the taxes, duties, levies, cess etc. specified herein above and / or imposition of revision in taxes, duties, levies, cess, octroi, entry tax etc. during the execution period of the Agreement shall be to ABC's account and payable at actual against documentary evidence.
- 8.14. In case of any credit notes given to by BPCL , ABC will ensure compliance as per applicable laws of Nepal.
- 8.15. The ABC agrees to indemnify BPCL unconditionally for any subsequent levies in the form of taxes, penalties, interest etc. on the ABC due to any non-compliance of any law by the BPCL or any subsequent levies by Statutory Authorities.

9. **Use of product** :

- 9.1. ABC shall follow all the regulations / policies laid down by the statutory bodies and the Govt. pertaining to handling, storage, marketing & distribution of these specified petroleum products in Nepal.
- 9.2. ABC shall effectually indemnify and keep BPCL forever indemnified against all the loss and damage, cost, taxes, charges, penalties and any other expenses and penal action taken by the statutory authorities against BPCL or its employees due to irregularity and discrepancy, if any on account of ABC and ABC shall be fully responsible for all the consequences related to the same.
- 9.3. ABC will be exclusively responsible and liable for non – use / misuse of all the products that will be purchased from ABC.

- 9.4. ABC shall use and/or sale the said petroleum product purchased by it from BPCL in Nepal ONLY and shall ensure that such product does not come back to India for the purpose of any use or sale in India in any manner whatsoever.
- 9.5. ABC undertakes to submit copies of any other documents like end use certificate, invoice copies bearing border check post stamps, transport lorry receipt, en route toll tax receipts etc. confirming the receipt and use of material in Nepal to BPCL.
- 9.6. If at any time it is found that the said petroleum product sold and supplied to ABC by BPCL under this agreement is being sold or used in India in any manner whatsoever, it shall be construed as breach of this agreement by ABC and in that eventuality, BPCL shall be within its rights to take such steps as it may deem fit and proper including termination of agreement, seeking compensation/ damages for the loss caused/ suffered to the BPCL besides invoking the bank guarantee submitted by ABC to BPCL.
- 9.7. Further if at any point of time, any irregularity is found in regard to misuse of said petroleum product, ABC, would be fully responsible for the same and BPCL remains fully authorized to debit the security amount submitted by ABC.
- 9.8. In case of any irregularity committed by ABC or any breach in performance of its obligations under this agreement BPCL shall debit the security amount (if any) submitted or would be submitted during the continuance of this agreement by ABC with BPCL
- 9.9. By virtue of being the supplier of products as per this AGREEMENT, BPCL will not be under any legal compulsion to ensure supplies of said petroleum product on termination or determination of this AGREEMENT. Again if ABC commit breach of any covenant and/or stipulation contained in this agreement, BPCL shall not be bound to observe and perform its obligation hereunder.

10. Purchase of Petroleum Products from other sources :

During the term of this agreement ABC shall deal exclusively with products of BPCL and shall not deal with any other Oil Companies/Trading Firms for the product lines for which he has been appointed as SA. This condition shall be strictly applicable at all times.

11. ABC shall not make any representation on behalf of BPCL except in conformity with the written instructions issued by BPCL in this regard.

12. Point of Sale / Delivery :

12.1. ABC undertakes to make all necessary arrangements to take delivery of the said product. The delivery of the said petroleum product will take effect at BPCL's Depot / Installation. Title and risk (including but not limited to contamination, loss, theft, evaporation. Environmental etc.) of the said petroleum products shall pass on to the ABC as soon as the said product is transferred i.e. loaded to ABC's vehicles/receptacle. The delivery of the said petroleum product shall be complete as soon as it is loaded or transferred to ABC's vehicle/receptacle.

12.2. The Packed Bitumen shall be supplied through Rakes provided by Indian Railways and other products would be supplied through Tank Lorries. However, the decision on mode of supply rests with BPCL and same shall be binding on ABC.

12.3. The minimum order quantity for MTO, Hexane & FO shall be as per the full capacity of the Tank Lorry being placed for upliftment of the same.

12.4. In case of supplies through Rake, ABC undertakes to carry out the Quality and Quantity related checks before rake loading. BPCL shall not be liable for any Quality and Quantity related claims, demands or objections of any manner whatsoever at a later stage i.e. once the delivery has been taken by and title of property has been transferred to ABC for such supplies.

12.5. ABC will provide tank lorries at the Company Installation as may be advised by BPCL to ABC from time to time for collecting/ taking the delivery of the said petroleum product being sold by BPCL to ABC under the present agreement. The said tank lorry engaged by the ABC for taking delivery of the said petroleum product should be duly calibrated by the Legal Metrology Department and shall possess all the necessary licenses/permissions/certificate as may be required under applicable statutes, byelaws, rules regulations etc.

12.6. ABC shall arrange its own transport to lift the said petroleum product being sold to it by BPCL under the present agreement. It shall be ABC's liability to

check the quality and quantity of the said petroleum product before lifting the product i.e. before transferring or loading the said petroleum product to vehicle/receptacle engaged by them. ABC shall not make any claim of any nature regarding quality or quantity of said petroleum products supplied by BPCL once ABC takes the delivery of the product and/or delivery of the product as the said petroleum product is complete and/or title and risk of the said petroleum product has been transferred to ABC.

13. Infrastructure / Premises by the Sole Selling Agent :

13.1.ABC undertakes to provide and maintain good and sufficient licensed infrastructure/ premises for storage, maintaining and resale of the said petroleum product to the satisfaction of BPCL.

13.2.ABC shall display or cause to be displayed prominently upon any premises, in or upon which the business in the said product is carried on, an inscription notifying to the public as conspicuously as possible the fact that he is selling the said petroleum product supplied by the BPCL.

13.3.It is expressly agreed by ABC that BPCL shall not be responsible for any malfeasance, misfeasance or nonfeasance of the ABC or any of its employees or agents for any injury or damage cause to any person or property arising out of the use of the outfit or equipment on the supply of the products or otherwise however. The ABC undertakes to indemnify BPCL against any claim arising hereunder.

14. Inspection :

14.1.BPCL by its officers or any other authorized representatives shall at all times and in any circumstances have free and unrestricted access to all premises of ABC used in connection with the business of the said petroleum products and to inspect and take account of all product in his possession.

14.2.Proper and separate accounts shall be maintained by the ABC in such form and manner as may be specified by the BPCL for the business done by ABC under this Agreement and such accounts and all other papers and documents in the possession or custody of ABC relating to this business shall at all times be open to the inspection of the BPCL, its officers or any other authorized representatives who shall have in all circumstances free and

unrestricted liberty and power to check and to copy out the same or any part thereof.

14.3. BPCL, its officers or any other authorized representatives shall at all times have the right to collect and test samples of the said petroleum product stored at the premises of ABC, and also at customers premises, as part of routine quality and quantity procedures or to resolve any customer complaint or on the basis of feedback served by ABC as and when reported to BPCL.

15. Measurement :

15.1. Supplies in the tank lorries will be made in accordance with the Metric System in so far as they are applicable to the Petroleum Industry in India.

15.2. Measurement of the quantity delivered by BPCL to ABC will be determined by dip of the tank lorries / weight of the tank lorries (as the case may be) at the BPCL's installation. BPCL's measurement will remain binding upon both the parties for the transaction.

16. **Ensuring Quality of Products:**

16.1. ABC shall not adulterate the petroleum products purchased by it from BPCL under this agreement and at all times shall take all reasonable precautions to ensure that quality of such petroleum products is not contaminated in any manner whatsoever.

16.2. If for any reason whatsoever the said product is contaminated and the said contaminated product is sold by ABC in the market causing prejudice to goodwill of BPCL, ABC shall be responsible to keep BPCL indemnified against any third party claim arising out of sale and/or use of such contaminated product besides to pay such compensation as may be determined by BPCL at its sole discretion for the damage caused to its goodwill and products.

17. **Compliance with Laws, Rules & Regulations :**

17.1. ABC shall comply with all laws, rules, regulations and requisitions of the Govt. of Nepal and of all authorities appointed by them or either of them including the Chief Controller of Explosives, Legal metrology Department,

and / or Municipal and /or any local authority in Nepal, as applicable, with regard to vehicles and the storage and transport of Petroleum Products and connected equipment and vehicles in connection with the business arising out of this agreement. Additionally ABC shall also comply with directions given by BPCL from time to time.

17.2.ABC shall obtain / renew all licenses and / or permits for the erection and / or use of the storage of petroleum products and/ or accommodation, as applicable, at its own cost.

18. Terms of Agreement :

This agreement will commence on _____ **and will continue till** _____, unless the same is renewed subsequently at the sole discretion of BPCL, subject to the satisfactory performance of the SA.

19. Termination :

- 19.1. This AGREEMENT may be terminated by either party by giving not less than three months advance written notice to the other party about its intention to terminate it and upon the expiry of any such notice, this agreement shall stand terminated.
- 19.2. Notwithstanding anything contained hereinabove this AGREEMENT can be terminated by BPCL at their sole discretion upon the happening of any of the following events :-
- i. If any default is committed by ABC in the performance of the covenants and / or terms of the AGREEMENT.
 - ii. If any voluntary winding up resolution is passed or winding up petition is presented in respect of ABC. If ABC goes into liquidation whether voluntarily or compulsory or if a distress, execution or other process shall be levied upon or if any encumbrancer takes possession or a receiver is appointed of any part of the property of the Licensees.
 - iii. If the ABC's license for storage of petroleum product is/are cancelled or revoked.

- iv. If ABC fail to make payment of their outstandings.
- v. If ABC shall commit or suffer to committed any act which in the sole discretion of BPCL shall be prejudicial to the good name of BPCL or its products.

Notwithstanding anything to the contrary contained herein above, termination of this Agreement shall not relieve any of the parties hereto of it's respective obligations under the present Agreement, accruing up to and immediately before such termination comes into effect

20. **Force Majeure** :

20.1. The term Force Majeure in this Agreement means act of God, war, riot, tempest, flood, earthquake, lightening, direct or indirect consequences of war (declared / undeclared), sabotage, fire, hostilities, natural calamities, national emergencies, civil disturbances, commotion, embargo, epidemic, pandemic or any law or promulgation, regulation or ordinance or executive order whether central or State or local or municipal authorities, strike / explosion in the BUYER's or SELLER's plant / installation. Upon occurrence or termination of such an event the Party rendered unable to fulfill the contractual obligation as aforesaid shall notify the other Party in writing within 24 (Twenty four) hours of the beginning and ending, giving full particulars and satisfactory evidence thereof.

20.2. The parties to this AGREEMENT shall not be responsible for any delay or failure of performance or delay in performance of their obligations hereunder in account of any circumstances of Force Majeure or if such failure or delay shall be as a result of any Government directive relevant to this AGREEMENT or due to war, hostility, act of public enemy, riots or civil commotions, epidemic, pandemic, strikes, lock-out, fire, floods, epidemic, or acts of God, arrests and restraints of rulers and peoples, political or administrative acts or recognized or de-compliance with orders of any Governmental/ Local authority or any other cause or causes beyond their control.

20.3. If Force Majeure applies, dates by which performance obligations are scheduled to be met will be extended for period of time equal to the time loss due to any delay so caused, upto a maximum period of two weeks.

20.4. In the event of Force Majeure conditions continuing beyond two weeks hereafter, the Parties shall discuss various aspects of Agreement and decide future action in consultation with each other.

20.5. Both Parties will diligently work together fullest to resume operations overcoming the Force majeure conditions at the earliest.

21. **Severability:** If any of the provisions of this Agreement becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

22. **Applicable Law** :

Indian Law shall be the law applicable to this agreement. All parties to this Agreement submit to the exclusive Jurisdiction of the courts in Kolkata at West Bengal, India.

23. **Arbitration** :

23.1. Any dispute or difference whatsoever arising out of or in connection with this Agreement including any question regarding its existence, validity, construction, interpretation, application, meaning, scope, operation or effect of this contract or termination thereof shall be referred to and finally resolved through arbitration as per the procedure mentioned here in below :

- i. The dispute or difference shall, in any event, be referred only to a Sole Arbitrator
- ii. The appointment and arbitration proceedings shall be conducted in accordance with SCOPE forum of Arbitration Rules for the time being in force or as amended from time to time
- iii. The Seat of arbitration shall be at Kolkata.
- iv. The proceedings shall be conducted in English language
- v. The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the Sole Arbitrator
- vi. The language of the proceedings shall be English

23.2. The parties hereby agree that the courts in the city of Kolkata, West Bengal, India alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this AGREEMENT and any award or awards made by the Sole Arbitrator hereunder shall be filed (if so required) in the concerned courts in the city of Kolkata, West Bengal, India only.

24. Notice :

24.1. All notices to be given under by either party to the other shall be in writing and shall unless otherwise agreed between the parties hereto, be given:

By to at the's Registered Office at
[Address]

And

By to at the's Registered Office at
[Address]

24.2. Any notice required to be given to ABC by BPCL shall be deemed to be duly received and served on ABC, if such notice has been addressed to ABC at his last known address as communicated to BPCL and sent by airmail / registered post / speed post / courier / fax / e – mail to authorized person and such notice shall be deemed to be validly given and will be binding and legal.

24.3. Any notice required to be given to BPCL by ABC shall be deemed to be duly received by and served on BPCL if such notice has been addressed to the authorized personnel of BPCL at its office at Kolkata and has been sent by airmail / registered post / courier / fax / e-mail.

25. Assignment :

This AGREEMENT shall not be assigned or transferred or by either party without the written consent of the other party.

26. Counterparts :

This agreement shall be executed in two counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Pleading or providing any provisions of this agreement, it shall not be necessary to produce more than one such counterpart.

27. RELATIONSHIP OF THE PARTIES

The relationship of parties hereto are of Seller and Buyer as if independent Contractor(s) and nothing in this Agreement constitutes or is to be construed as constituting BPCL and ABC as partner, agent or employee of the other.

Parties shall comply with all applicable laws of the respective countries and shall agree to extend all reasonable support including exchange of required documents in order to comply the applicable laws.

No officer, director, employee, manager, member, shareholder, partner, holding fiduciary position of each party shall be considered an employee or agent of the other party and as such will not be entitled to receive any charges or monetary benefit of whatsoever nature from the other party.

28. The ABC shall be solely responsible for and shall itself bear all expenses of and in connection with the business including administration, office, insurance premium, showroom, telephone, transport, storage, rents, licence or other fees, rates, taxes and all other charges and outgoings of every kind connected with the said business and shall pay the same promptly and without fail. The ABC shall also be solely responsible for any breach or contravention by itself, its employees, agents or sub-agents of any rules, regulations or bye-laws of the Central and/or State Government and/or Municipal local and/or other authorities as may be applicable to the business including without prejudice to the generality of the foregoing, the concerned authorities respectively appointed under the Petroleum Act, Payment of Wages Act, Shops & Establishment Act, Factories and the Workmen's Compensation Act, Indian Explosives Act, 1884 Gas Cylinders Rules, 1981, or any other Statutory Act, Rules or Bye laws applicable from time to time and BPCL shall not be responsible in any manner for any liabilities arising out of non-compliance by the ABC with the same.

29. INDEMNITY –

- 29.1. The ABC shall at all times indemnify and keep indemnified the Corporation against all actions, proceedings, claims and demands made against it by the Central and/or State Government and/or Municipal local and or other authorities of either India or Nepal and/or by any customers and/or by any other third party as a result of or in consequence of any act or omission of whatsoever nature of the ABC, his servants, agents or sub-agents including without prejudice to the generality of the foregoing, any accident or loss or damage arising out of the storage, handing and/or transportation of the said petroleum product and/or connected equipment whether or not such act or omission or accident or loss or damage was due to any negligence, want of care or any misconduct of the ABC, his servants and agents or sub-agents.

29.2. In all contracts or engagements entered into by the ABC with the customers for sale of said petroleum product the ABC shall act and shall always be deemed to have acted as a principal and not as an agent or on account of BPCL, and BPCL shall not in any way be liable in any manner in respect of such contracts and/or engagements and/or in respect of any act or omission on the part of the ABC, his servants, agents and workmen in regard to such sale, distribution or otherwise.

29.3. The ABC will at all times fully indemnify BPCL from and against all losses, damages, claims, suits and otherwise arising from or in connection with injury to person or property, short deliveries or otherwise howsoever in connection with matters covered by the agreement .

30. REPRESENTATIONS, WARRANTIES AND CONVENANTS

Both BPCL and ABC represents and warrants each other that (i) each party is duly organized and validly exists under the laws of their respective countries ; (ii) Each party has all corporate approvals to enter into this Agreement and capable of performing the respective obligation(s) under this Agreement and to carry out their respective responsibility(ies) made herein ; (iii) Each party is duly authorized to execute and deliver this Agreement and to carry out their respective responsibility(ies) and perform their respective obligation(s) as set forth herein; (iv) this Agreement constitutes the legal, valid and binding obligation of each party , enforceable against each other in accordance with its terms, and (v) the execution, delivery, and performance of this Agreement does not conflict or will not violate or constitute a default under the terms of any agreement or instrument to which ABC/BPCL is a party or by which any of its or their material assets or rights or privileges are subject or bound, nor does it violate any law, regulation, or order of any court, governmental body or agency having jurisdiction over it.

31. **Proprietary Marks.** Neither party will use, or permit their respective employees, agents and subcontractors to use the trademarks, service marks, copyrighted material, logos, names, or any other proprietary designations of the other party, or the other party's affiliates, whether registered or unregistered, without such other party's prior written consent.

32. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties, and supersedes any prior understanding or agreement, oral or written, relating to the supply of the said petroleum product. Any alterations to this agreement must be in writing and signed by both parties.

33. **Miscellaneous.** Headings at the beginning of each section and subsection are solely for convenience and are not intended to be a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof. Whenever required by the context of this Agreement, the singular shall include the plural and the

masculine shall include the feminine, and vice versa. This Agreement shall not be construed as if it had been prepared by either party, but rather as if it were jointly prepared. In the event that any action required by the parties hereto does not occur on a business day, the action shall be taken on the next succeeding business day thereafter. The parties hereto do not intend to confer any benefit hereunder on any person or entity other than the parties hereto and, therefore, there are no third party beneficiaries to this Agreement. The Exhibits and related Appendices to this Agreement constitute integral parts of this Agreement and are hereby incorporated into this Agreement by this reference.

IN WITNESS WHERE OF the said parties have hereunto set their hands the day and year first herein above written.

SIGNED FOR & ON BEHALF OF
BHARAT PETROLEUM CORPN.LTD.

SIGNED FOR & ON BEHALF OF
ABC (NAME)

WITNESSES :

WITNESSES :

1)

1)

2)

2)