



Sec.3.4.1(L)

22.10.2020

The Secretary,
BSE Ltd.,
Phiroze Jeejeebhoy Towers,
Dalal Street,
Mumbai 400 001
BSE Scrip Code: 500547

The Secretary,
National Stock Exchange of India Ltd.,
Exchange Plaza, Plot No C/1,
G Block, Bandra-Kurla Complex,
Mumbai 400051
NSE Symbol : BPCL

Dear Sir/Madam,

Sub: Submission of BPCL ESPS Trust Deed

In terms of Regulation 3(3) of SEBI (Share Based Employee Benefits) Regulations, 2014, we are enclosing BPCL ESPS Trust Deed for your information. BPCL Employee Stock Purchase Scheme 2020 was approved by the shareholders at the Annual General Meeting held on 28.9.2020.

Thanking You,

Yours faithfully,
For Bharat Petroleum Corporation Limited

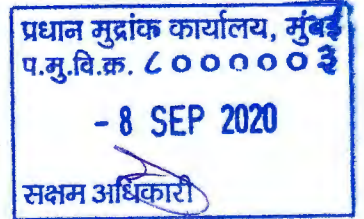

(V. Kala)
Company Secretary



महाराष्ट्र MAHARASHTRA

● 2020 ●

AX 376156



TRUST DEED

THIS INDENTURE OF DEED OF TRUST is executed in Mumbai dated and effective from 18th September 2020

BY AND BETWEEN

Bharat Petroleum Corporation Limited, a company limited by shares registered under the provisions of the Indian companies act prevailing at the time of incorporation, having corporate identification number L23220MH1952GOI008931 with its registered office at Bharat Bhavan, P.B. No.688, 4 & 6 Currimbhoy Road, Ballard Estate, Mumbai – 400 001, India acting through its duly authorized representative Mr. Padmakar K, Director (HR) and Mr. Vijayagopal N, Director (Finance) duly authorized vide resolution of its board of directors dated 4th September 2020 (hereinafter referred to as "**Settlor**") which expression shall, unless be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **ONE PART**;

AND

1. Mr. P V Ravitej s/o Mr. Venkateswararao Pamaraju, r/o India of Indian Nationality;
2. Mr. G Krishnakumar s/o Mr. P.M Gopalan, r/o India of Indian Nationality; and
3. Mrs. Geeta Iyer d/o Mr. Krishnaji R. Nerurkar, r/o India of Indian Nationality.

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भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड
BHARAT PETROLEUM CORPORATION LTD.

भारत भवन, 4&6, करीमभाई रोड,

Bharat Bhavan, 4&6, Currimbhoy Road.

बेलाई इस्टेट, पोस्ट बॉक्स क्र. 688,
Ballard Estate, P. B. No. 688,

मुंबई - 400 001./Mumbai - 400 001.

जडपत्र - 7 Annexure

अ. 2. जलपत्रासाठी Only for Affidavit

मुद्रांक बिकत घेणाऱ्याचे नाव _____

मुद्रांक बिकत घेणाऱ्याचे रहिवासी पत्ता _____

मुद्रांक विक्रीबाबतची नोंद वही अनु. क्रमांक _____

दिनांक _____

मुद्रांक बिकत घेणाऱ्याची सही _____

परवानाधारक मुद्रांक विक्रीबाबतची सही _____

परवाना क्रमांक : ८ ०००००३

मुद्रांक विक्रीचे नाव/पत्ता : श्री. अशोक रघुनाथ कदम

२९०, शाहिद भगत सिंह रोड, २/१५, आनंद भुवन, फ्लॉट, मुंबई-४०० ००९

शासकीय कार्यालयसमोर/ज्यायालयसमोर प्रतिज्ञापत्र सादर करणेसाठी मुद्रांक
कागदाची आवश्यकता नाही. (शासन आदेश दि. ०९/०७/२०१४) नुसार

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक
फेव्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

003338

17 SEP 2020

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(hereinafter collectively referred to as the “Trustees” and individually as a “Trustee”, which expression shall, unless be repugnant to the context or meaning thereof, be deemed to mean and include all the Trustees from time to time of this Trust, survivors and the legal representatives and executors, administrators and successors of the last of the survivor of the Trustees) of the **OTHER PART**;

The Settlor and the Trustees are hereinafter collectively referred to as the “Parties” and individually as “Party”.

WHEREAS:

- A. The Settlor is desirous of creating a share based employee compensation scheme namely ‘BPCL Employee Stock Purchase Scheme 2020’ (“ESPS 2020”/ “Scheme”) for the benefit of permanent employees including those on deputation to its subsidiary company(ies), Joint Ventures, Petroleum Planning and Analysis Cell (PPAC) etc working in India or out of India as on the offer date and/or executive/ whole-time director(s) of the Settlor as on the offer date and executive/ whole-time director(s) of its subsidiary company(ies) who are on lien with the Settlor as on the offer date, as the Settlor may deem fit on terms and conditions as may be decided from time to time with the objective to reward for their loyalty, providing co-ownership and share the value created in the Settlor;
- B. The Settlor is desirous to implement the Scheme through this Trust as required under the provisions of the Applicable Laws, which shall acquire, hold, transfer or deal in Shares and hold, transact and deal in cash and other assets for the purposes of the Scheme as permitted under the Applicable Laws;
- C. With a view to effectuate the same, the Board of the Settlor vide its resolution dated 4th September 2020 has accorded its consent to set-up and bring into operation a trust namely “BPCL ESPS Trust” (hereinafter referred to as the “Trust”) as an irrevocable trust in the nature of Employee Welfare Trust;
- D. At the request of the Settlor, the Trustees have consented to act as the Trustees of these presents, as is testified by their executing these presents;
- E. The Settlor has handed over to the Trustees a sum of Rs. 10,000/- (Rupees Ten Thousand) the payment and receipt whereof the Trustees do and each of them does hereby admit and acknowledge as and by way of initial corpus (the “Initial Corpus”) of the Trust hereby constituted; and
- F. The Settlor and the Trustees have agreed to execute this Deed to record herein the nature and scope of their respective rights, duties and entitlements with respect to the Trust.

NOW THIS TRUST DEED WITNESSETH AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed unless the context otherwise requires, the following expressions shall, have the meanings assigned to them respectively hereunder:

- (a) “Applicable Law” means the legal requirements relating to employee welfare trusts, Shares, without limiting to the Indian Trust Act, 1882, Companies Act, 2013, SEBI SBEB

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Regulations and any relevant tax, law, rule, regulation, order, direction, guideline, exchange control or corporate laws of India or of any stock exchange on which the Shares are listed or quoted, advice, and/or notification issued by the Government of India or any regulatory agency in India.

- (b) **“Beneficiary”** means an Eligible Employee and such other person as explained at Clause 13 of this Deed, having such rights and obligations conferred under the Scheme and this Deed as are lawfully available under the provisions of the Applicable Laws and includes, where the context so requires the heirs, executors and administrators of a deceased Beneficiary.
- (c) **“BPCL Investment Trust”** means ‘BPCL Trust For Investment In Shares’ settled by the Settlor which holds Shares pursuant to the amalgamation of erstwhile Kochi Refineries Limited with the Settlor in financial year 2006-07.
- (d) **“Board”** means the board of directors of the Settlor.
- (e) **“Committee”** means any empowered committee constituted or re-constituted by the Board from time to time to supervise the Scheme.
- (f) **“Deed”** means this trust deed and includes any deed, document and agreement made part hereof or by which this trust deed is amended or supplemented from time to time.
- (g) **“Employee”** means
 - (i) a permanent employee of the Company including those on deputation to the Subsidiary Company(ies), Joint Ventures, Govt bodies etc; working in or outside India as on the Offer Date
 - (ii) an executive or whole-time Director of the Company as on Offer Date; and
 - (iii) an executive or whole-time Director of the subsidiary company(ies) of the Company as on Offer Date who are on lien with the Company;

but excludes-

 - a. an employee, who is a Promoter or belongs to the Promoter Group; or
 - b. a Director, who either by himself or through his relatives or through any body corporate, directly or indirectly holds more than 10% (Ten percentage) of the outstanding Shares of the Company including any deputationist to the Company; or
 - c. all those who are on cessation/suspension immediately prior to the Offer Date or
 - d. any other person(s) as determine by the Committee from time to time.
- (h) **“Eligible Employee”** shall have the same meaning as defined under the Scheme, as amended from time to time.
- (i) **“ESPS 2020”** means the Scheme as defined in this Deed.

- (j) **“Scheme”** means ‘BPCL Employee Stock Purchase Scheme 2020’ copy of which forms part as Annexure “1” to this Deed and shall include any legally effective amendments, modifications, or variations therein from time to time.
- (k) **“SEBI SBEB Regulations”** means the Securities and Exchange Board of India (Share Based Employee Benefits) Regulations, 2014 as amended and reenacted from time to time and includes any clarifications or circulars issued thereunder.
- (l) **“Settlor”** means ‘Bharat Petroleum Corporation Limited’, a company incorporated under the Indian companies act prevailing at the time of incorporation, having corporate identification number L23220MH1952GOI008931 with its registered office at Bharat Bhavan, P.B. No.688, 4 & 6 Currimbhoy Road, Ballard Estate, Mumbai – 400 001, India and shall include its successors and assigns.
- (m) **“Shares”** means an equity shares of the Settlor with a face value of Rs.10/- (Rupees Ten only) each fully paid up. However, in the event of consolidation of Shares into shares of a larger denomination or subdivision of Shares into shares of smaller denomination, the face value of the Share shall stand increased or reduced accordingly, as the case may be.
- (n) **“Trustee”** means any of the trustees contemplated in this Deed and deems to include such other person who shall be appointed to be a trustee under this Deed whether in replacement or as a new appointment.
- (o) **“Trust”** means trust created by this Deed under the name and style of ‘BPCL ESPS Trust’ and established under the provisions of the Indian Trusts Act, 1882 read with SEBI SBEB Regulations, including any statutory modification or re-enactment thereof.
- (p) **“Trust Fund”** means the aggregate of the Initial Corpus as referred to in Recital E above, any loans taken by the Trust from the Settlor or any other lender, if any, any purchase price, received by the Trust from the Beneficiaries, any income accruing to the Trust, donations, contributions and advances lawfully received by the Trust from time to time and any other earnings therefrom.
- (q) **“Trust Period”** means the period beginning from the date of this Deed and enduring till the earlier of winding up of the Settlor or extinction of the Trust, or if prior thereto the Trustees are unanimously of the opinion in due compliance with provisions of Applicable Laws and of this Deed that it is expedient to advance the date, then the date which the Trustees may with the consent of the Settlor specify in writing.
- (r) **“Trust Property”** shall include the aggregate of the Trust Fund and any / all Shares acquired by the Trust from time to time and all properties and assets pertaining to the Scheme.

1.2 Interpretation

Unless otherwise provided or unless the subject or context otherwise requires, in this Deed:

- (a) Any reference to the provisions of any statute shall be deemed to include reference to the same as in force (including any amendment or re-enactment) at the time the matter relating thereto occurs;

- (b) Clause headings are inserted for ease of reference only and shall not affect the interpretation of this Deed.
- (c) Words and expressions defined in the Companies Act, 2013 shall bear the same meanings herein;
- (d) Words and expressions used and not defined in this Trust Deed but defined in the Scheme and in the relevant provisions of the Applicable Laws, shall have the meanings respectively assigned to them first in the Scheme and then in the Applicable Laws, as the context requires;
- (e) Words denoting one gender include all genders; words denoting company include body corporate, corporations and trusts and vice versa; words denoting the singular include the plural; and words denoting the whole include a reference to any part thereof;
- (f) Reference in this Deed to any document, security or agreement includes reference to such document, security or agreement as amended, novated, supplemented, varied or replaced from time to time;
- (g) References to "this Deed" mean this Deed together with its recitals and Scheme framed pursuant hereto;
- (h) The words "including", "include" and "in particular" shall be construed as being by way of illustration only and shall not be construed as limiting the generality of the preceding words.

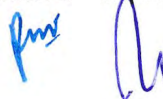
2 SETTLEMENT

- 2.1 For effectuating the said desire of the Settlor to set up a trust for all or any of the objects and purposes set out in Clause 5 below, and in consideration of this Deed, the Settlor has prior to the execution of this Deed handed over to the Trustees the Initial Corpus and all the estate, right, title, interest, property, claim and demand whatsoever at law and in equity of the Settlor in and to the said sum TO HAVE HOLD RECEIVE AND TAKE the same unto the Trustees forever upon trust and subject to the powers, provisions, agreements and declarations hereinafter appearing and contained of and concerning the same.
- 2.2 The Trustees hereby admit and acknowledge the receipt of the Initial Corpus and confirm that it shall be applied and governed by the terms and conditions of this Deed and the Scheme.
- 2.3 The Trustees shall henceforth hold and stand possessed of the Initial Corpus along with Trust Fund upon the trusts and with and subject to the power, provisions, agreements and declarations hereinafter declared and contained of and concerning the same.

3 NAME AND ADDRESS

- 3.1 The name of the Trust shall be "BPCL ESPS Trust".
- 3.2 The principal office of the Trust shall be at Bharat Bhavan, P.B. No.688, 4 & 6 Currimbhoy Road, Ballard Estate, Mumbai – 400 001, India or at such other place in India as the Trustees may from time to time decide.

4 IRREVOCABLE TRUST



4.1 The Trust shall be irrevocable for all time and the Settlor does hereby release, relinquish, disclaim, surrender and determine all its rights, title, interest or powers in the Trust.

5 OBJECTS OF THE TRUST

5.1 The objects of the Trust shall include inter alia:

- (a) administering, managing, funding and implementing the Scheme introduced or offered by the Settlor from time to time and in accordance with the terms of such Scheme;
- (b) acquiring Shares of the Settlor from the BPCL Investment Trust pursuant to the Scheme in manner and mode as permitted under the Applicable Laws and holding, transferring or otherwise disposing of the Shares as per provisions of the Scheme;
- (c) transferring Shares to the Beneficiaries at such stages and upon such terms and conditions in accordance with the terms of the Scheme.
- (d) applying the Trust Fund, Trust Property or any part thereof for the purpose of the welfare of the Beneficiaries as per Applicable Laws; and
- (e) performing such other acts, deeds or things either independently or in conjunction with other matters or objects, as are, in the opinion of the Trustees subject to instruction of the Committee, incidental or conducive to the welfare of the Beneficiaries or the attainment of any one or more of the objects of the Trust.

6 SCHEME

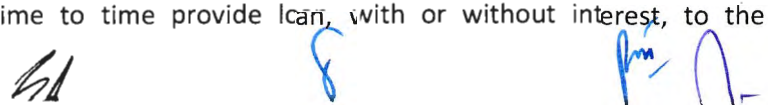
6.1 The Settlor has framed the Scheme for the benefit of Employees to participate in the stock ownership of the Settlor subject to the conditions mentioned in the Scheme and provisions of the Applicable Laws. The Scheme so framed shall form an integral part of this Deed hereby constituted and established.

6.2 Subject to the statutory ceiling for the secondary acquisition of Shares given under the SEBI SBEB Regulations, the Trust shall acquire the Shares from the BPCL Investment Trust subject to prevailing market conditions through stock exchange mechanism as per the SEBI SBEB Regulations, from Trust Funds held with the Trust from time to time for administering the Scheme.

6.3 The Settlor, *inter alia*, issue offer of purchase of Shares to the Eligible Employees which may be accepted by the Eligible Employees within the offer period or extended offer period, as the case may be, subject to the provisions of the Scheme. Upon acceptance of offer, the Eligible Employees shall be required to make payment of purchase price and applicable taxes within the payment window, after which the Trust shall transfer Shares to the Eligible Employees. The Eligible Employee shall have a right to sell the Shares offered under the Scheme only after expiry of the mandatory lock-in period as specified under the Scheme.

6.4 The Committee shall supervise the Scheme, whereas the Trust shall undertake the general administration of the Scheme.

6.5 Subject to the statutory ceiling as per the provisions of the Applicable Laws, Settlor may from time to time provide loan, with or without interest, to the Trust to acquire Shares, for



administering the Scheme for the benefit of Employees of the Company and its Subsidiary Company(ies).

7 TRUST FUND

- 7.1 The Trustees shall hold and stand possessed of the Trust Fund, any conversion thereof as investments for the time being, any accumulation, addition and accretion thereof including dividend thereon.
- 7.2 The Trustees may at any time invite and receive cash contributions or other voluntary contributions, gifts or donations or loans/advances/deposits, whether refundable or not, for consideration or not, from the Settlor and any financial institutions for all or any of the objects mentioned above and for all or any Beneficiaries, to be contemplated as part of the Trust Fund and may be deposited with any commercial schedule bank in India, provided that such Trust Fund are not inconsistent with any of the objects of the Trust.
- 7.3 The Trustees shall be the legal title holder or registered owner of any assets or properties forming a part of the Trust Property which is solely held for the purpose of the welfare of the Beneficiaries as per Applicable Laws.

8 TRUST PROPERTY

- 8.1 The Trustees shall henceforth hold and stand possessed of the Trust Property (which expression shall, unless repugnant to the subject or context, also include any other sum of money, property and investments of any kind whatever into which the same or any part thereof may be converted, invested or varied from time to time and those which may be acquired by the Trustees or come to their hands by virtue of this presents or by operation of law or otherwise howsoever in relation to these presents including all donations, gifts, bequests and legacies either in cash or other properties movable or immovable or otherwise, howsoever which may be received by the Trustees from time to time for the purpose of this presents) and all accretions thereto and income including capital gains arising therefrom or related thereto settled upon the Trust and subject to the powers, provisions, agreements and declarations hereinafter declared and contained concerning the same.

9 APPLICATION AND INVESTMENT OF TRUST FUND DURING TRUST PERIOD

- 9.1 Subject as aforesaid, the Trustees shall hold, pay, apply and deal the Trust Fund and Trust Property in all respects for the purposes of the Scheme and as therein directed and generally to carry out the provisions of that Scheme and for the benefits of any or all the Beneficiaries.
- 9.2 The Trustees shall apply the Trust Fund to the extent not required for the implementation of the Scheme and as demanded by the Settlor or any other lender towards repayment of the loan, taken from the Settlor or any other lender from time to time.
- 9.3 Without detracting in any way from the generality of the foregoing, the Trust Fund and Trust Property will be applied for the purpose of distribution at the end of the Trust Period amongst the Beneficiaries or anyone or more of them to the exclusion of the other or others in such proportion and in such manner in all respects as the Trustees in their sole discretion may deem fit.
- 9.4 Notwithstanding anything contained in this Deed, the Trustees shall at their discretion by a unanimous vote of all the Trustees (and not only those present or voting at a meeting or on a



circular resolution) invest the Trust Fund and all moneys in their hands which may require investment in one or more of the ways specified in the Indian Trusts Act, 1882.

- 9.5 Any monies at any time held by the Trustees and not immediately required for the purposes of this Deed or for the Scheme shall be placed as deposit with or lent to any scheduled bank with or without security and in the absence of any provisions therefor in any Scheme, on such terms as the Trustees may consider appropriate.
- 9.6 The Trustees shall ensure that the Trust shall not enter into any derivatives contract or purchase or sell or deal in any derivatives product either directly or through any broker or any agent in any part of the world and shall undertake only delivery based transactions for the purposes of secondary acquisition.
- 9.7 The Trust may undertake off-market transfer of Shares as permitted under the SEBI SBEB Regulations.
- 9.8 The Trustees shall ensure that the Trust shall not acquire in excess of 4,33,85,000 (four crores thirty three lakhs eighty five thousand) Shares through secondary acquisition in a financial year subject to the limitation of 2% (two percent) of the paid up capital at the end of the previous financial year immediately prior to the year in which the shareholder approval is obtained by the Settlor for such secondary acquisition.

10 EMBARGO ON SALE OR TRANSFER OF SHARES

- 10.1 In the event the Trustees are possessed of fully paid-up Shares, they shall not be entitled to sell, transfer or otherwise dispose of the same, except in compliance with a direction or permission of the Settlor and in due compliance with the SEBI SBEB Regulations as may be amended from time to time, including the requirement to hold the Shares purchased from secondary acquisition for a minimum period of 6 (six) months from the date of such purchase before transfer to the Beneficiaries.

11 TRUSTEES TO CARRY OUT DIRECTIONS

- 11.1 Notwithstanding anything contained to the contrary elsewhere in this Trust Deed, the Trustees shall comply with and carry out all such directions and recommendations as may be given to them by the Settlor (including its Board and Committee) from time to time in relation to any matter with respect to which the Settlor has power under this deed, under the Scheme, or under Applicable Laws to direct, determine or decide. For removal of doubts, it is clarified that the Board or Committee are empowered and entitled without any further formalities or approvals to give directions and recommendations on behalf of the Settlor under this Clause.

12 POWER OF THE SETTLOR

- 12.1 The Settlor may subject to the provisions of the Applicable Laws and prior approval of its shareholders at any time make, suspend, extend or alter the terms of its Scheme in any respect as it thinks fit. In such case, any change or modification in the Scheme, shall be intimated to the Trustees.

13 BENEFICIARIES

- 13.1 Beneficiaries shall have meaning as defined under this Deed

13.2 Subject to the provisions of the Scheme, in the event of any Eligible Employee ceases to be in employment, he shall *ipso facto* cease to be a Beneficiary of the Trust, except to the extent of benefits accrued to him as per specific terms and conditions of such Scheme. Subject to the terms of the Scheme and the advice of the Committee, the Trustees shall be entitled from time to time to add to the list of Beneficiaries, the name of any person who is an Employee under the Scheme.

13.3 Subject to the Applicable Laws, the beneficial interest of any of the Beneficiaries in the Trust shall not be encumbered, sold, transferred, or subjected to any third party rights by the Beneficiaries, whether directly or indirectly, to any extent and in any manner whatsoever.

13.4 Rights of Beneficiaries:

- (i) Right to information: Beneficiaries shall have the right to be provided enough information about the Trust and its administration to know how to enforce their rights; and
- (ii) Right to an accounting: Beneficiaries on demand are entitled to Trust accounts which is a report of all income, expenses, and distributions from the Trust.

13.5 Obligation of Beneficiaries:

Apart from requirement of maintaining an appropriate level of integrity, each Beneficiary in his or her own interest should have an understanding of:

- (i) the terms of the offer or other benefits envisaged under any Scheme;
- (ii) the purpose of the Trust; and
- (iii) the overall principles of Trust administration.

14 TRUSTEES

14.1 The number of Trustees of the Trust where individuals or one person companies, as defined under the Companies Act, 2013, are appointed as Trustees, there shall be a minimum of 2 (two) such Trustees, and in case a corporate entity is appointed as a Trustee, then it may be the sole Trustee. The maximum number of Trustees shall not exceed 4 (Four) or such other number as the Settlor may decide from time to time.

14.2 The continuance of any Trustee in such capacity shall be at the discretion of the Settlor and his appointment as Trustee shall forthwith be cancelled and his office vacated on sending written intimation from the Settlor to this effect thereof to the concerned Trustee and the continuing Trustees.

14.3 If the office of a Trustee is vacated, either by death, insanity, resignation, insolvency, refusal or neglect to act as Trustee or on his otherwise becoming incapable or unable to act in the Trust of these presents, the resulting vacancy shall be filled in by Settlor within a period of 60 (sixty) days from the date of such vacancy.

14.4 Upon any appointment or re-appointment of a new or additional Trustee as aforesaid the Trust Property shall if and so far as may be necessary or be required, be transferred so that the same may be vested in the Trustees for the time being or such of them as the Trustees consider proper and every such re-appointed new or additional Trustee may, whether the Trust Property shall have been vested in him or not, act or assist in the execution of the Trust and powers of

[Handwritten signatures and initials in blue ink]

these presents and shall have the same powers authorities and discretion as if he had been originally appointed a Trustee of these presents.

- 14.5 Without prejudice to any other provisions of Applicable law, a Trustee of the Trust shall stand discharged from his office of Trustee on tendering his resignation of his office in writing or on the happening of any of the events mentioned in sub-clause above.
- 14.6 If the Trustees hereby appointed or any of them or any future Trustee or Trustees shall die or be out of India for more than one year continuously or become bankrupt or insolvent or desire to be discharged or refuse to, or become unfit or incapable to act, then, and in every such case, it shall be lawful for the surviving or continuing Trustee or Trustees for the time being with the consent of the Settlor, to appoint a new Trustee or new Trustees in place of the Trustee or Trustees so dying or being out of India for more than a year or becoming bankrupt or insolvent or desiring to be discharged or refusing or becoming unfit or incapable to act, and upon every such appointment the Trust Property shall (if and so far the nature of the funds or other circumstances shall require or admit) be transferred so that the same shall be vested in the Trustees for the time being.
- 14.7 If the Settlor or any company/entity into which the said Settlor is amalgamated or merged, ceases to exist on account of winding up or dissolution or otherwise then and in such an event the Trustees of the Trust shall step into the place of the Settlor in these presents and such Trustees shall jointly exercise or fulfil as the case may be the rights and obligations laid out on the Settlor in these presents.

15 FORMATION OF RULES AND REGULATIONS BY TRUSTEES

- 15.1 It shall be lawful for the Trustees from time to time to frame such rules and regulations for the management and administration of the Trust as they shall think fit and to add, alter, amend, substitute or vary the same and to make new rules and regulations provided that such rules and regulations shall not be inconsistent with the objects and interests of the Trust. However, the Trustees shall not have any power under this clause to vary the Scheme, and the said power shall rest with the Settlor, subject to the consent of shareholders of the Settlor.

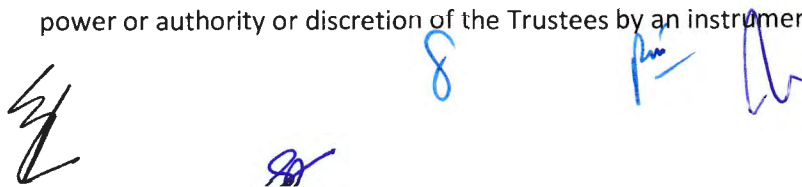
16 MEETINGS OF TRUSTEES

16.1 Quorum

The Trustees shall form and regulate their own procedure relating to meetings of the Board of Trustees and the quorum of any such meeting shall be two Trustees present in person, unless a sole corporate Trustee has been appointed. In case the requisite quorum is not present within half an hour of the meeting, it shall stand adjourned till decided again by the Trustees. The Trustees shall, except with reference, to the requirement of quorum, be entitled from time to time to alter or change their procedure as framed or regulated.

- 16.2 Board of Trustees may call such number of meetings as thought fit.

- 16.3 A meeting of the Trustees for the time being at which a quorum is present shall be competent to exercise all or any of the powers authorities and discretions by or under the Trust vested in the Trustees or otherwise exercisable by them. This provision shall also apply to any exercise of the power or authority or discretion of the Trustees by an instrument in writing.



16.4 The Trustees may from time to time elect from among the Trustees of these presents a Chairman of the Board of Trustees and determine the period for which he is to hold office. If at any meeting of the Trustees the Chairman is not present within thirty minutes of the time appointed for holding the same, the Trustees present may choose one of their number to be the Chairman of the meeting. The Chairman may preside at all meetings of the Trustees.

17 DUTIES OF THE TRUSTEES

17.1 Notwithstanding anything contained elsewhere in these presents, the Trust and the Trustees shall always act in accordance with:

- a) The objects of the Trust;
- b) The guidelines of any empowered committee of the Board and code of conduct on Insider Trading and other regulatory aspects;
- c) Provisions of SEBI SBEB Regulations; and
- d) The terms & conditions of Scheme.

17.2 The Trustees shall act in the interest of the Beneficiaries of the Trust being governed under the SEBI SBEB Regulations and shall not act in any manner or include any provision in the this Deed that would be detrimental to the interests of the Beneficiaries.

17.3 Subsequent to transfer of the Shares which were offered under the Scheme, un-appropriated Shares, if any, which are not backed by the offer under the Scheme, such Shares shall be sold by the Trustees on the recognized stock exchange(s) within the end of the subsequent financial year or as required under the SEBI SBEB Regulations prevailing at that time.

18 POWERS OF TRUSTEES

18.1 The Trustees shall have the following powers and directions:

- a) Full power and discretion to agree with the Settlor on all matters relating to the operation and administration of the Trust of this Deed and no person claiming any interest under such Trust shall be entitled to question the legality and correctness of any arrangement or agreement made between the Settlor and the Trustees in relation to such operation and administration;
- b) The Trustees in whose name Shares are at any time registered shall, appoint an attorney or attorneys for the purpose of executing for them or on their behalf any transfers of any such security for the purposes of the Trust of this Deed and may with such authority revoke such appointments and make new appointments;
- c) By resolution authorise the manner in which cheques and other documents shall be signed and endorsed on their behalf;
- d) To appoint and manage salaried employees and/or attorney, auditors, professional advisers or consultant, as the case may be, for carrying out object of the Trust;
- e) To hear and deal with complaints pertaining to the affairs of the Trust;
- f) To hold and administer the Trust Property and monies and pay all costs, charges and expenses in any way incurred by the Trust, and to have custody of the records,

documents, papers etc. of the Trust, and to examine and check the accounts and other records of the Trust;

- g) To deal in Shares of the Settlor for the benefits of the Beneficiary(ies);
- h) To borrow or obtain loans from any person for the purposes of the Trust;
- i) To accept contribution from any person for the purposes of the Trust;
- j) To make, vary or rescind rules and orders, if any, for the administration of the objects of the Trust in accordance with the Applicable Law and the management, control and maintenance of all properties, moneys, documents and books of account pertaining to the Trust and for the conduct of the affairs of the Trust;
- k) To mortgage, charge, pledge or otherwise encumber any property to or in favour of any person as security for loan availed for the Trust or guarantees or any other obligation assumed by the Trust;
- l) To enter into all such negotiations and contracts and rescind and vary all such contracts and execute all acts, deeds and things in the name and / or on behalf of the Trust as the Trustees may consider expedient for or in relation to any of the objects or otherwise for the purposes of the Trust;
- m) To authorize any person or persons, to sign and execute all contracts, agreements, documents, instruments, deeds and papers whatsoever relating to the administration and affairs of the Trust or any other matter in which the Trust is interested;
- n) To make all payments from the trust fund for carrying out the objects of the Trust;
- o) To appoint sub-committee or sub-committees consisting of such members of their body as they deem fit for such purposes as may be considered necessary with or without powers to co-opt members;
- p) to institute, conduct, defend, compromise or compound or abandon any legal proceedings or refer to arbitration for any/all dispute, differences, claim, demands or things by or against the Trust or its officers or otherwise concerning the affairs of the Trust and also, to compound and allow time for payment or satisfaction of any dues or of any demand by or against the Trust;
- q) Generally, to delegate the powers and authority vested in the Trustees to any person, firm, company or fluctuating body of persons; and
- r) To do such other acts for the furtherance of the objects of the Trust and/ or Scheme to the extent allowed under Applicable Laws.

18.2 The Trustees shall be entitled from time to time to open, operate and maintain one or more accounts with any scheduled bank and to pay money into and draw money from any such account from time to time as may deem fit and to appoint a person or persons to operate all such accounts.

18.3 The Trustees shall be entitled from time to time to open, operate and maintain one or more dematerialized (de-mat) accounts and/or Trading accounts and acquire, hold and deal in the

Shares of the Settlor in the de-mat form in the name of the Trust or in the names of the Trustees or such two or more of them at such Depository or Depositories as the Trustees from time to time decide.

19 RESTRICTION ON VOTING

19.1 The Trustees of a Trust shall not vote in respect of the Shares held by such Trust to avoid any misuse arising out of exercising such voting rights.

20 REIMBURSEMENT

20.1 It shall be lawful for the Trustees for the time being of these presents to reimburse itself or pay and discharge out of the Trust Property all costs, charges and expenses incurred in carrying out these presents or in or about the execution of the Trust or powers of these presents.

21 LIABILITY OF TRUSTEES

21.1 The Trustees shall be respectively chargeable only for such properties, monies, Shares, funds and securities as they shall respectively actually receive notwithstanding their respectively signing any receipt for the sake of conformity and shall be answerable and accountable only for their own respective acts, receipts, neglects or defaults and not for those of each, other nor for any banker, broker, auctioneer or other person with whom or into whose hands any Trust properties, monies, Shares, funds or securities may be deposited or kept nor for the insufficient or deficiency of any securities nor for any other loss unless the same shall happen through their own willful default.

22 RECORDS, ACCOUNTS AND AUDIT

22.1 The Trustees shall make arrangements to prepare and keep all necessary account including the accounts of individual employees' records, transfers and other documents in connection with the trusts of this Deed and generally carry out all administrative work in connection therewith.

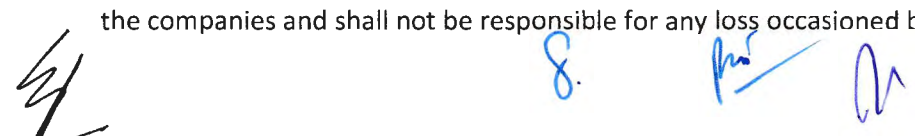
22.2 The Trustees shall cause to be kept minutes of their proceedings and shall also keep and maintain proper books of account, records and documents, for each such Scheme so as to explain its transactions and to disclose at any point of time the financial position of each such Scheme and in particular give a true and fair view of the state of affairs of each such Scheme.

22.3 The Trustees shall submit their accounts to audit by some auditor nominated in that behalf by the Settlor and as soon as conveniently may be after each such audit deliver copies of the audited accounts to the Settlor.

22.4 The Trustees shall file return of income or loss with the concerned income tax authorities and shall comply with any other relevant requirement as required under the Applicable Laws or as thought fit.

23 PROFESSIONAL ADVICE

23.1 The Trustees may act on the advice or opinion of any lawyer, broker, actuary, accountant or other professional or business person whether such advice was obtained by the Trustees or by the companies and shall not be responsible for any loss occasioned by their so acting.



24 REMOVAL OF TRUSTEES

- 24.1 The Settlor may at any time by resolution of the Board:
- a) remove any person from the office of Trustees;
 - b) accept the resignation of any person as a Trustees; and
 - c) appoint new or additional Trustees.
- 24.2 A Trustee appointed for a specified period shall automatically vacate office at the end of such period unless appointed for a further period before the said date of vacation.
- 24.3 A Trustee upon cessation of employment or service with the Settlor including upon superannuation, shall automatically vacate office of the Trust upon such cessation.

25 NOTICES

- 25.1 All notices or communications required to be given by a party to any other party by virtue of this Deed shall be in writing to that other party/ies at its / their respective addresses as informed from time to time.

26 AMENDMENT IN TRUST DEED

- 26.1 Notwithstanding anything contained anywhere else in this Deed, the Settlor shall have the power to amend, alter, vary, modify or add to the provisions of this Deed, provided however, that no such amendment, alteration, variation, modification or addition shall be valid insofar as it is detrimental to the interest of the Beneficiaries.

Provided further that the power under this clause shall not be exercised to directly or indirectly amend, alter, vary, or modify the Scheme.

- 26.2 The amendment should be in conformity with the prevailing Applicable Law.

27 GOVERNING LAW AND JURISDICTION

- 27.1 This Deed shall be governed by and construed in accordance with the Applicable Laws within jurisdiction of India. Subject to provisions of this Deed, the courts in Mumbai shall have exclusive jurisdiction to settle any disputes, differences, controversies and questions relating to the validity, interpretation, construction, performance and enforcement of this Deed

28 PERIOD OF TRUST AND DISSOLUTION


- 28.1 The Trust will be valid until the expiry of the Trust Period. The Trust shall be dissolved on fulfilment of its objects, or if the fulfilment of objects becomes impossible by destruction of Trust Property.
- 28.2 On dissolution, the Trust Property after satisfaction of all outstanding liabilities, if any, shall be utilized either for any welfare activities pertaining to Beneficiaries or can be transferred to any other employee welfare trust set-up by the Settlor.

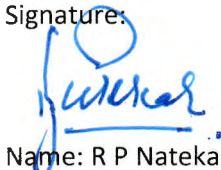
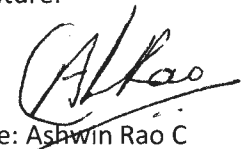
29 MISCELLANEOUS

- 29.1 Words and expressions defined under Applicable Laws, shall prevail over words and expressions defined under the Trust Deed, in case of any conflict.

29.2 Words, expressions, clauses, sections, regulations not incorporated in this Trust Deed but forming an integral part of the Scheme, and Applicable Laws including any statutory modification or re-enactment thereto, shall be deemed to be included in this Trust Deed and form an integral part of it.

IN WITNESS WHEREOF THE SETTLOR AND THE TRUSTEES HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS THE DAY AND YEAR FIRST HEREINABOVE WRITTEN

<p>Signed and delivered by the authorized representative for and on behalf of the Bharat Petroleum Corporation Limited, in the presence of the following witnesses:</p> <p>1. Mr. K Padmakar, Director (HR)</p> <p>2. Mr. Vijayagopal N, Director (Finance)</p>	<p>For SETTLOR</p> 
<p>Signed and delivered by the Trustees, in the presence of the following witnesses:</p> <p>1. Mr. P V Ravitej, ED I/C (Refineries);</p> <p>2. Mr. G Krishnakumar, ED (HRD);and</p> <p>3. Mrs. Geeta Iyer, C.G.M (Taxation)</p>	<p>For TRUSTEES</p> <p>1. <u>PV Ravitej</u> / 18.9.2010</p> <p>2. <u>Z. Krishnakumar</u></p> <p>3. <u>Geeta Iyer</u></p>

<p>Witness 1</p> <p>Signature: </p> <p>Name: R P Natekar</p> <p>Address: Bharat Petroleum Corp Ltd, 4&6, Currimbhoy Road, Ballard Estate, Mumbai - 400001</p>	<p>Witness 2</p> <p>Signature: </p> <p>Name: Ashwin Rao C</p> <p>Address: Bharat Petroleum Corp Ltd, 4&6, Currimbhoy Road, Ballard Estate, Mumbai - 400001</p>
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Annexure - 1

BPCL Employee Stock Purchase Scheme 2020

Bharat Petroleum Corporation Limited



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1. Name, Objective and Term of the Scheme

- 1.1 This employee stock purchase scheme shall be called the ‘BPCL Employee Stock Purchase Scheme 2020’ (“**ESPS 2020**” or “**Scheme**”).
- 1.2 With the proposal of the Government of India for strategic disinvestment of its entire shareholding in the Company along with transfer of management control to the investor, the Company intends to implement the Scheme with the objectives of:
- (a) Rewarding its Eligible Employees in due recognition of their association and loyalty with the Company;
 - (b) Enabling its Eligible Employees to become co-owners seeking alignment of their interest with that of owners; and
 - (c) Providing a share in the value created in the Company over a period of time, as well as to give an opportunity to reap value out of corporate growth in future.
- 1.3 The Scheme will come into effect from 28th September, 2020 on which the members of the Company have approved the Scheme by way of a special resolution and shall continue to be in force until (i) its termination by the Company as per provisions of Applicable Laws, or (ii) the date on which all Shares offered under the Scheme have been transferred to the Eligible Employees, whichever is earlier.

2. Definitions and Interpretation

2.1 Definitions

- i. “**Applicable Law**” means every law relating to equity-based compensation scheme, without limiting to the Companies Act and includes any statutory modifications or re-enactments thereof, if any, Securities and Exchange Board of India Act, 1992, the SEBI SBEB Regulations, any guidelines, notification, instruction, or circular issued by the Government of India and all relevant tax, securities, exchange control or corporate laws of India including any circular, notification issued thereunder, or of any relevant jurisdiction or of any recognised Stock Exchange on which the Shares are listed or quoted.
- ii. “**BPCL**” means the Company as defined in this Scheme.
- iii. “**BPCL Investment Trust**” means the trust named ‘BPCL Trust For Investment In Shares’ settled by the Company which holds Shares pursuant to the amalgamation of erstwhile Kochi Refineries Limited with the Company in financial year 2006-07.

- iv. **“Board”** means the Board of Directors of the Company.
- v. **“Committee”** means the compensation and remuneration committee or any other committee constituted or re-constituted by the Board from time to time, as per the requirements of Applicable Laws, to administer and supervise the Scheme and other employee benefit schemes among other things, comprising of such members of the Board as provided under Section 178 of the Companies Act.
- vi. **“Companies Act”** means the Companies Act, 2013 read with rules issued thereunder from time to time and includes any statutory modifications or re-enactments thereof.
- vii. **“Company”** means “Bharat Petroleum Corporation Limited”, a company limited by shares registered under the provisions of the Indian companies act prevailing at the time of incorporation, having corporate identification number L23220MH1952GOI008931 with its registered office at Bharat Bhavan, P.B. No.688, 4 & 6 Currimbhoy Road, Ballard Estate, Mumbai – 400 001, Maharashtra.
- viii. **“Company Policies/ Terms of Employment”** means the Company’s policies for Employees and the terms of employment as contained in the employment letter/ contract and relevant policy(ies) of the Company, which includes provisions requiring a desired level of performance, securing confidentiality, non-compete and non-poaching of employees of the Company.
- ix. **“Director”** means a member of the Board of the Company.
- x. **“Eligibility Criteria”** means the criteria for determining the eligibility of an Employee for participating in the Offer made under this Scheme as may be decided from time to time by the Committee.
- xi. **“Eligible Employee”** means an Employee who has been offered the Shares in pursuance of the Scheme and having a right but not an obligation to accept the Offer and apply for Shares and shall deem to include nominee/ legal heir of such Eligible Employee in case of death of Eligible Employee to the extent provisions of the Scheme is applicable.
- xii. **“Employee”** means
 - (i) a permanent employee of the Company including those on deputation to the Subsidiary Company(ies), Joint Ventures, PPAC etc; working in or outside India as on the Offer Date
 - (ii) an executive or whole-time Director of the Company as on Offer Date; and
 - (iii) an executive or whole-time Director of the subsidiary company(ies) of the Company as on Offer Date who are on lien with the Company;

but excludes-

- a. an employee, who is a Promoter or belongs to the Promoter Group; or
 - b. a Director, who either by himself or through his relatives or through any body corporate, directly or indirectly holds more than 10% (Ten percentage) of the outstanding Shares of the Company including any deputationist to the Company; or
 - c. all those who are on cessation/suspension immediately prior to the Offer Date or
 - d. any other person(s) as determine by the Committee from time to time.
- xiii. **“Employee Stock Purchase Offer”** means a right, but not an obligation given to an Eligible Employee by way of a written document specifying relevant terms and conditions, to purchase or acquire the Shares of the Company at the Purchase Price.
- xiv. **“ESPS Trust”** means the ‘BPCL ESPS Trust’, established by the Company in compliance with SEBI SBEB Regulations and the Indian Trusts Act, 1882, for the benefit of the Employees and which shall from time to time administer this Scheme with a power to purchase, hold, transfer or deal in Shares of the Company, and hold, transact and deal in cash and other assets for the purposes of the Scheme as permitted under SEBI SBEB Regulations.
- xv. **“ESPS 2020”** means this “BPCL Employee Stock Purchase Scheme 2020” under which the Company and ESPS Trust are authorized to issue Offers and transfer Shares.
- xvi. **“Extended Offer Period”** means the period of time commencing immediately after expiry of the Offer Period till 31st January, 2021, which can be further extended by the Committee, from time to time, at its sole discretion, within which Shares offered under the Scheme may be accepted by the Eligible Employees.
- xvii. **“Lock-in period”** means such period of time during which Shares transferred by the ESPS Trust to the Eligible Employee shall not be allowed for transfer, sale, hypothecation, charge or any other form or alienation by the Eligible Employee.
- xviii. **“Market Price”** for the purposes of the Scheme shall mean as under:
- (i) **For determination of Purchase Price:** The average of the closing market prices of the Share on the recognised Stock Exchanges during 180 (One Hundred and Eighty) days immediately preceding the Offer Date or Purchase Date, as the case may be;

- (ii) **For the purpose of accounting:** The closing market price of the Share on the recognised Stock Exchanges immediately preceding the grant date as per Applicable Laws on accounting;
- (iii) **For determination of Employee taxation:** The average of opening and closing market prices of the Share on the recognised Stock Exchanges on the date of payment of Purchase Price by the Eligible Employee as per prevailing Applicable Laws on taxation.

Explanation- If Shares are listed on more than one recognised Stock Exchanges, then the closing market price on such Stock Exchange having higher trading volume shall be considered for the purpose of sub-clauses above.

- xix. **“Misconduct”** means disregard of the Company’s bye-law, rules, regulations and the Company Policies/ Terms of Employment and includes mismanagement of position by action or inaction, alleged wrongdoing, misfeasance, or violation of any rule, regulation or law which was expected to be abided by the Employee.
- xx. **“Offer”** means the Employee Stock Purchase Offer as defined in this Scheme.
- xxi. **“Offer Date”** means the date of meeting of the Committee on which the Offer is approved.
- xxii. **“Offer Letter”** means a written communication issued by the Committee to the Employee containing specific details of the Offer.
- xxiii. **“Offer Period”** means such time period within which all or a part of the Shares offered under the Scheme should be accepted by the Eligible Employee with a view to participate in the Scheme.
- xxiv. **“Payment Window”** means such time period within which the Eligible Employee should pay the Purchase Price along with applicable taxes as per the provisions of the Scheme.
- xxv. **“Permanent Incapacity”** means any disability of whatsoever nature, be it physical, mental or otherwise, which incapacitates or prevents or handicaps an Eligible Employee from performing any specific job, work or task which the said Eligible Employee as capable of performing immediately before occurrence of such disability, as determined under the relevant policy of the Company based on a certificate of a medical expert identified by the Company.

- xxvi. **“Promoter”** has the same meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009.
- xxvii. **“Promoter Group”** has the same meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009.
- Provided that** where the Promoter or Promoter Group of the Company is a body corporate, the Promoters of that body corporate shall also be deemed to be Promoters of the Company.
- xxviii. **“Purchase Price”** means the price per Share to be paid by the Eligible Employee for obtaining the Shares pursuant to the Employee Stock Purchase Offer.
- xxix. **“Purchase Date”** means the first day of the Payment Window which would commence on such date as determined by the Committee as per provisions of the Scheme.
The relevance of Purchase Date is to crystalize the Purchase Price with reference to Market Price prevailing as on that date.
- xxx. **“Retirement”** means the retirement and deems to include superannuation/voluntary retirement as per the rules of the Company.
- xxxi. **“SEBI SBEB Regulations”** means the Securities and Exchange Board of India (Share Based Employee Benefits) Regulations, 2014, as amended and includes all circulars, notifications, and clarifications issued thereunder from time to time.
- xxxii. **“Secondary Acquisition”** means acquisition of existing Shares of the Company by the ESPS Trust from the BPCL Investment Trust through the platform of a recognized Stock Exchange for cash consideration.
- xxxiii. **“Shares”** means fully paid-up equity shares of face value of Rs.10 (Rupees Ten) each of the Company.
- xxxiv. **“Stock Exchange”** means BSE Limited and National Stock Exchange Limited or any other stock exchange in India on which the Shares are listed.
- xxxv. **“Subsidiary Company”** means any present or future subsidiary company of the Company, in or outside India, as defined in the Companies Act.
- xxxvi. **“Trustee”** shall mean any natural individual or a corporate entity appointed as a trustee, from time to time, under the trust deed of the ESPS Trust to manage the affairs of the ESPS Trust.

xxxvii. “**Withdrawal Period**” means any period of time as specified by the Committee within which the Employee can withdraw his/her acceptance of Offer. However, there shall not be any withdrawal of acceptance after payment of the Purchase Price.

2.2 **Interpretation**

(a) In this Scheme, unless the contrary intention appears:

- (i) the clause headings are for ease of reference only and shall not be relevant to interpretation;
- (ii) a reference to a clause number is a reference to its sub-clauses;
- (iii) words in singular number include the plural and vice versa;
- (iv) words importing a gender include any other gender; and
- (v) a reference to a Schedule includes a reference to any part of that Schedule which is incorporated by reference.

(b) Words and expressions used and not defined herein but defined in the Securities and Exchange Board of India Act, 1992 (15 of 1992), the Securities Contracts (Regulation) Act, 1956 (42 of 1956) or the Companies Act, and any statutory modification or re-enactment thereto, shall have the meanings respectively assigned to them in those legislations.

3. **Authority and Ceiling**

3.1 The members of the Company vide special resolution dated 28th September, 2020 have authorized the Committee to Offer not exceeding **4,33,85,000 (Four Crore Thirty Three Lakh Eighty Five Thousand)** Shares to the Eligible Employees from time to time, in one or more tranches, acquired by the ESPS Trust through Secondary Acquisition from the BPCL Investment Trust for the purpose of transferring such Shares to the Eligible Employees upon acceptance of the Offer and payment of Purchase Price together with the applicable taxes, in accordance with the terms and conditions as may be decided under the Scheme and in due compliance with the Applicable Laws.

3.2 The ESPS Trust is entitled to acquire and hold such number of Shares that may be acquired through Secondary Acquisition provided that number of Shares that may be acquired through Secondary Acquisition in a financial year shall not exceed 2% (Two percentage) of the paid up equity capital and in aggregate of 5% (Five percentage) of the paid up equity capital of the Company as at the end of the financial year immediately prior to the financial year in which the members’ approval is obtained for Secondary Acquisition.

- 3.3 The members of the Company vide special resolution dated 28th September, 2020 have authorized the Company to provide financial assistance/ loan, provide guarantee or security in connection with any loan to the ESPS Trust subject to statutory ceiling as per provisions of the Applicable Laws..
- 3.4 The maximum number of Shares that may be offered and transferred to an individual Employee in any financial year and in aggregate shall not exceed 9,000 (Nine Thousand) Shares under the Scheme.
- 3.5 Where Shares are transferred by the ESPS Trust to the Eligible Employees under the Scheme, the maximum number of Shares that can be transferred under Scheme as referred to in Sub - clause 3.1 above shall stand reduced to the extent of such Shares transferred.
- 3.6 In case of a Share split or consolidation, if the revised face value of the Share is less or more than the current face value as prevailing on the date of coming into force of this Scheme, the maximum number of Shares being transferred under Scheme as specified above shall stand modified accordingly, so as to ensure that the cumulative face value (number of Shares X face value per Share) prior to such Share split or consolidation remains unchanged after such Share split or consolidation. Thus, for example, if the prevailing face value of each Share is Rs. 10 and the revised face value after the Share split is Rs. 5 per Share, the total number of Shares available under Scheme would be (Shares reserved at Sub-Clause 3.1x2) of Rs. 5 each.

4. Supervision and Administration

4.1 Supervision

- (a) The Scheme shall be supervised by the Committee. All questions of interpretation of the Scheme shall be determined by the Committee and such determination shall be final and binding upon all persons having an interest in the Scheme.
- (b) The Committee shall meet as required for the purposes of Scheme.
- (c) The Committee shall, in accordance with this Scheme and Applicable Laws, determine the following:
- (i) the quantum of Shares to be offered for transfer under the Scheme per Employee and in aggregate under the said Scheme, subject to the ceiling as specified in Sub-clauses 3.1 and 3.4;
 - (ii) the Eligibility Criteria for the Employees to participate in the Scheme;
 - (iii) the procedure, terms and conditions in relation to issue of Employee Stock Purchase Offer, application for transfer of Shares by the ESPS Trust to Employees, and other

provisions including the Withdrawal Period (if any, provided at the discretion of the Committee), within the ambit of this Scheme including re-scheduling of dates specified, if any, in the Offer Letter with a view to avoid any inconsistency or facilitate convenient execution of processes;

- (iv) the procedure for making a fair and reasonable adjustment in the number of Shares in case of corporate action such as rights issues, bonus issues, merger, stock split / consolidation, sale of division and others in a manner such that total value of Shares shall remain the same after corporate action.
- (v) approve forms, writings and/or agreements for use in pursuance of the Scheme; and
- (vi) frame suitable policies and systems to ensure that there is no violation of: (a) Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, and (b) Securities and Exchange Board of India (Prohibition of Fraudulent and Unfair Trade Practices relating to the Securities Market) Regulations, 2003, by Company and its Employees as applicable.

4.2 **Administration**

- (a) The Scheme shall be administered by the ESPS Trust to the extent aspects of such administration are delegated by the Committee or are required to be governed by the ESPS Trust as per requirements of the Applicable Laws.
- (b) The Trust shall be governed subject to following terms and conditions:
 - (i) it shall not deal in derivatives and shall undertake only such transactions as permitted under the deed of Trust read with the provisions of the Applicable Laws;
 - (ii) the Trustees appointed or re-appointed from time to time shall be such persons as being not disqualified as prescribed under the Applicable Laws;
 - (iii) the Trustees shall not vote in respect of the Shares held by the Trust; and
 - (iv) the Trustees shall administer the Scheme and the Trust as per provisions of the deed of the Trust.
- (c) The Trustees while administering the Scheme shall abide by the provisions contained therein as decided by the Committee and shall ensure compliance of the provisions of the Applicable Laws at all times in connection with dealing with the Shares of the Company including but not limited to maintenance of proper books of account, records, minutes and documents as prescribed from time to time.

5. Eligibility and Applicability

5.1 Only Employees who have completed **5 (Five) years** of continued employment or service in the Company as on Offer Date are eligible under the Scheme. Employees of Company who are deputed by the Company to any other company/ entity shall also be eligible subject satisfaction of aforesaid Eligible Criteria.

Provided that any Employee who has been suspended as on Offer Date or any time before the transfer of Shares, such Employee shall not be eligible for the Offer or entitlement of Shares, as the case may be, unless otherwise determined by the Committee at its sole discretion. However, if the period of such suspension is over or revoked by Committee during the Offer Period, Extended Offer Period or any time before the transfer of Shares, in that case such Employee may be eligible for the Offer or purchase of Shares, as the case may be, subject to the satisfaction of other relevant condition(s).

5.2 Employee who has filed or participated by executing or otherwise, directly or indirectly or through any other manner, any application, writ petition, plea or appeal in any court of law (“Litigation”), during any point of time, against the Government of India or Company, in connection with the proposed strategic disinvestment of the Company, such Employee shall not be eligible for the Offer under this Scheme. Notwithstanding above, in case such Employee withdraws from the aforesaid Litigation and accept the Offer within the Offer Period or Extended Offer Period, such Employee shall be eligible for the Offer with applicable discount as specified under the Scheme.

Provided that if any Eligible Employee has filed or remains as a party of the Litigation any time before the transfer of Shares, any Offer made under this Scheme shall be deemed to lapse forthwith. Payment received, if any, by the ESPS Trust shall be refunded back to such Eligible Employee as per Sub-clause 10.3 of the Scheme.

5.3 Employees of the Company who are deputed to any other company/ entity and the executive or whole-time Directors of the subsidiary company(ies) of the Company who are on lien with the Company shall also be eligible subject satisfaction of aforesaid Eligible Criteria.

5.4 The Committee shall determine the quantum of Shares to be offered to the Eligible Employees on the basis of their grade, designation and level in the Company and such other criteria as it may deem fit at the time of Offer.

5.5 The Scheme shall be applicable to the Company and any successor Company thereof under this Scheme.

6. Offer

- 6.1 Offers contemplated under the Scheme shall be made at such time(s) as determined by the Committee at its discretion.
- 6.2 Each Offer under the Scheme shall be made in writing by the Company to the Eligible Employees by way of an Offer Letter containing specific details as to Offer Period, Extended Offer Period, Purchase Price or Purchase Price Formula, Payment Window and other pertinent details.

7. Acceptance of Offer

- 7.1 The Committee shall determine the dates for commencement and closure of the Offer Period and Extended Offer Period, respectively which shall not extend beyond the date of commencement of Payment Window. The Offer Period and Extended Offer Period shall be specified in the Offer Letter communicated to each Eligible Employees.

Provided that in case of death or Permanent Incapacity of an Eligible Employee, any additional time period is afforded for acceptance of Offer, such period may extend beyond the date of commencement of Payment Window.

- 7.2 Any Employee intending to participate in the Scheme shall accept the Offer in one or more tranches, as determined by the Committee at its discretion, by delivering to the Company a duly signed acceptance of the Offer within the Offer Period or Extended Offer Period, as the case may be.
- 7.3 Any Eligible Employee, who fails to deliver the signed acceptance of the Offer within the Offer Period may submit such acceptance within Extended Offer Period. Any failure or delay in submission of acceptance beyond Extended Offer Period shall be deemed as if the Offer is rejected by the concerned Eligible Employee and the Offer shall lapse forthwith on last date of Extended Offer Period. Upon lapse of Offer, the concerned Eligible Employee shall not have any right over such lapsed Offer.

8. Purchase of Share

8.1 Purchase Price

- (a) The Purchase Price per Share for Offers accepted within:
- (i) the Offer Period, shall not be lesser than 33.33% (Thirty Three Point Three Three Percentage) of the Market Price prevailing as on the Offer Date or Purchase Date, whichever is lower; and

(ii) the Extended Offer Period, shall not be lesser than 66.67% (Sixty Six Point Six Seven Percentage) of the Market Price prevailing as on the Offer Date or Purchase Date, whichever is lower.

(b) Payment of the Purchase Price along with applicable taxes shall be made by a crossed cheque, demand draft, or by electronic mode through approved banking channels in favour of the Company/ ESPS Trust, as may be communicated in the Offer Letter.

8.2 **Purchase Date**

Purchase Date for the purpose of determination of Purchase Price shall be deemed to be the first day of the Payment Window and shall be specified in the Offer Letter. The Purchase Price determined with reference to Market Price as on Purchase Date shall be crystallized as on that date and shall be payable on any day during the Payment Window.

8.3 **Payment Window**

The Committee or ESPS Trust, as the case may be, shall determine the Payment Window comprising of such time period as thought fit for the purpose of payment of the Purchase Price together with the applicable taxes by the Eligible Employees. The specific Payment Window shall be mentioned in the Offer Letter.

Provided that in case of death or Permanent Incapacity, any additional time period is afforded for payment of Purchase Price and applicable taxes, such period may extend beyond the date of closure of Payment Window.

8.4 **Process of Purchase**

a) Submission of acceptance of the Offer filled-in all respects within Offer Period or Extended Offer Period, as the case may be, shall be deemed as if application for purchase of Shares has been made pending payment of Purchase Price and applicable taxes. The application for purchase of Shares shall be deemed complete upon payment of Purchase Price along with applicable taxes for all or part of the Shares, in one or more tranches, from time to time but within the Payment Window.

b) An Eligible Employee may at his/ her discretion proceed to make payment of Purchase Price along with applicable taxes for all or a part of the Shares under Offer in one go, or may make the payments in tranches, from time to time to cover for all or part of the Shares but within the predefined Payment Window.

9. **Lapse of Offer**

- 9.1 An Offer made under this Scheme shall lapse and deemed to have been cancelled in case:
- (a) Eligible Employee does not submit duly filled-in acceptance of Offer within the Extended Offer Period;
 - (b) Eligible Employee after submission of duly filled-in acceptance of Offer does not make payment of Purchase Price along with applicable taxes within the Payment Window;
 - (c) Cessation of employment/ service in circumstances specified in Clause 12 of the Scheme; and
 - (d) Eligible Employee is disentitled under the circumstances as specified in Sub-clause 5.2 of this Scheme.
- 9.2 An Offer shall lapse for a part of the Shares under Offer when acceptance or payment is not received for that part of Shares.
- 9.3 On lapse and cancellation, the Eligible Employee shall have no right over such lapsed or cancelled Offer.

10. Transfer of Shares

- 10.1. Upon receipt of duly filled-in acceptance of Offer followed by requisite payment from the Eligible Employee, the ESPS Trust shall proceed to transfer of Shares as per terms and conditions of Scheme.
- 10.2. The Committee shall have the right to reject any acceptance of Offer containing application for transfer of Shares if that does not conform to the requirements of the Offer.
- 10.3. In case, Shares cannot be transferred to an Eligible Employee who was otherwise eligible to purchase Shares under the Scheme however owing to specific provisions of Sub-clause 5.2 or 12.1, he/she is disentitled from such right, any payment already made during Payment Window shall be refunded back without any interest, to such personnel within a maximum period of **90 days** from the date of determination of such disentitlement.

11. Lock-in Period of Shares

- 11.1. The Shares transferred by the ESPS Trust to the Eligible Employees under the Scheme shall have a Lock-in Period of **1 (One) year** from the date of transfer thereof. The Shares shall be transferred in dematerialized form and be locked-in at the time of transfer. The Eligible Employees shall not be allowed to transfer, sell, hypothecate, create any charge or to alienate in any other form during the Lock-in Period.
- 11.2. In case of merger or amalgamation of the Company another company prior to completion of prescribed Lock-in Period, pursuant to which Eligible Employees are entitled to receive shares of

the Company or of another company in lieu of Shares held under this Scheme, the Lock-in Period in respect of such newly entitled shares be reduced to the extent already undergone.

- 11.3. After elapse of Lock-in Period specified above, the Shares should be dealt with in accordance with Code of Conduct for Prevention of Insider Trading of the Company, read with Securities and Exchange Board of India (Prohibition of Insider Trading), Regulations, 2015, as amended from time to time.

12. Cessation of employment/service

- 12.1. Notwithstanding anything contained elsewhere in this Scheme, any Offer or exercisability thereof shall be dealt with in different circumstances of cessation of employment/ service of an Eligible Employee as under:

Sl. No.	Events of cessation	Prior to acceptance of Offer	After acceptance of Offer but prior to transfer of Shares
1	Resignation or termination (with or without Misconduct)	Offer shall lapse with effect from the date of such resignation or termination.	Offer and acceptance shall be deemed to lapse from the date of such resignation or termination. Payment received, if any, by the ESPS Trust shall be refunded back to the concerned personnel as per Sub-clause 10.3 of the Scheme.
2	Retirement	Offer shall lapse with effect from the date of such Retirement.	The Eligible Employee may proceed to complete the process of purchase by making payment within the Payment Window. In case such Eligible Employee has already paid the requisite payment, the ESPS Trust shall proceed to transfer Shares in due course.
3	Death	Legal heir / nominee of the deceased Eligible	Legal heir / nominee of the deceased Eligible Employee

		<p>Employee shall have a right to accept the Offer within (i) the Offer Period or Extended Offer Period, as the case may be, or (ii) 120 (One Hundred Twenty) days from date of death, whichever is later.</p> <p>In case of death during the Offer Period, the Purchase Price contemplated at Sub-clause 8.1(a)(i) shall apply and in case of such event during Extended Offer Period, Sub-clause 8.1(a)(ii) shall apply.</p>	<p>shall have a right to make payment within (i) the Payment Window, or (ii) 120 (One Hundred Twenty) days from date of death, whichever is later.</p> <p>In case the deceased Eligible Employee has already paid the requisite payment, the ESPS Trust shall proceed to transfer Shares in due course to his/her legal heir/ nominee.</p>
4	Permanent Incapacity	<p>The Eligible Employee shall have a right to accept the Offer within (i) the Offer Period or Extended Offer Period, as the case may be, or (ii) 120 (One Hundred Twenty) days from date of incurring such incapacity, whichever is later.</p> <p>In case of incurring of such incapacity during the Offer Period, the Purchase Price contemplated at Sub-clause 8.1(a)(i) shall apply and in case of such event during Extended Offer Period, Sub-clause 8.1(a)(ii) shall apply.</p>	<p>The Eligible Employee shall have a right to make payment within (i) the Payment Window, or (ii) 120 (One Hundred Twenty) days from date of incurring such incapacity, whichever is later.</p> <p>In case the Eligible Employee has already paid the requisite payment, the ESPS Trust shall proceed to transfer Shares in due course.</p>
5	Termination due to reasons apart	The Committee shall decide whether to allow	The Committee shall decide whether to allow for exercise

	from those mentioned above	acceptance of Offer and such decision shall be final.	the Offer by payment of requisite Purchase Price and applicable taxes and such decision shall be final.
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12.2. In case of long leave of an Eligible Employee including sabbatical, the Committee shall have the power to determine the exercisability of Offer its sole discretion. Such decision of the Committee shall be final and binding.

12.3. Cessation of employment/ service of an Eligible Employee after transfer of Shares by the ESPS Trust to such Employees shall not have any impact on the Shares.

13. Restriction on transfer of Offer

13.1. The Offer contemplated under this Scheme shall not be pledged, hypothecated, mortgaged or otherwise alienated in any other manner.

13.2. No person, other than the Employee to whom the Offer is made, shall be entitled to apply for the transfer of Shares, except in the event of the death of an Eligible Employee, in which case provisions in table under Sub-clause 12.1 would apply.

14. Rights as Shareholder

14.1. The Scheme shall confer on the Eligible Employees all the rights and status of a shareholder of the Company in respect of dividend, voting rights, etc. in respect of the Shares transferred under the Scheme however subject to Lock-in Period and other restrictions imposed in this Scheme.

14.2. If the Company issues bonus shares or rights shares, the Eligible Employee will be eligible for the bonus or rights shares in the capacity of a shareholder of the Company even during the Lock-in Period.

15. Taxation

15.1. The liability of paying taxes, if any, in respect of Shares transferred pursuant to this Scheme shall be entirely on the Eligible Employee and shall be in accordance with the provisions of Income Tax Act, 1961 read with rules issued thereunder.

15.2. The Company or ESPS Trust shall have the right to deduct from the Employee's salary or recover from the Eligible Employee, any of the Eligible Employee's tax obligations arising in connection with transfer of the Shares. In case of non-continuance of employment, the outstanding amount of the tax shall be recovered fully on or before full and final settlement or any time thereafter.

- 15.3. The ESPS Trust shall have no obligation to deliver Shares until the Company's tax deduction obligations, if any, have been satisfied in full by the Eligible Employee.
- 15.4. For the purpose of determining the tax liability as per provisions of the Income Tax Act, 1961, the Market Price as on date of payment of Purchase Price by an Eligible Employee shall be relevant.

16. Authority to vary terms

- 16.1. Subject to prior approval of the members of the Company by way of a special resolution and compliance with other relevant provisions of the Applicable Laws, the Committee may at any time amend, alter, or vary the terms of the Scheme and/ or terms of the Offer already made under the Scheme provided that such amendment, alteration, or variation, as the case may be, is not detrimental to the interest of Eligible Employees.

17. Miscellaneous

17.1. Nomination

The Eligible Employee at the time of submission of application shall nominate such number of persons as his nominees as prescribed under the conditions of the Offer. The nominee(s) in case of death or Permanent Incapacity of the Eligible Employee, in order of preference, shall be the legal representative recognized by the Company/ Committee as the successor of the Eligible Employee.

17.2. Government Regulations

This Scheme shall be subject to all Applicable Laws including any statutory modification(s) or re-enactment(s) thereof, and approvals from governmental authorities, if any, and to the extent required. This Scheme shall be subject to all Applicable Laws including any statutory modification(s) and re-enactment(s) thereof, and approvals from governmental authorities, if any, and to the extent required.

17.3. Inability to obtain approval

The inability of the Company to obtain approval from any regulatory body having jurisdiction over the Company, or under any Applicable Laws, for the lawful offer and transfer of any Shares hereunder shall relieve and wholly discharge the Company of any and all liability in respect of the failure to offer the Shares or transfer Shares.

- 17.4. Neither the existence of this Scheme nor the fact that an individual has on any occasion been transferred a Share shall give such individual any right, entitlement or expectation that he/ she has or will in future have any such right, entitlement or expectation to participate in this Scheme or any future scheme(s) by being offered Shares on any other occasion.

- 17.5. The rights transferred to an Eligible Employee upon the Offer of Shares shall not accord the Eligible Employee any rights or additional rights to compensation or damages in consequence of the loss or termination of his office or employment with the company for any reason whatsoever (whether or not such termination is ultimately held to be wrongful or unfair).
- 17.6. The Eligible Employee shall not be entitled to any compensation or damages for any loss or potential loss which he may suffer by reason of being unable to apply to an Offer of Shares in whole or in part.

17.7. **General Risks**

Participation in the Scheme shall not be construed as any guarantee of return on the equity investment. Any loss due to fluctuations in the price of the equity and the risks associated with the investments is that of the Eligible Employee alone.

18. Accounting and Disclosures

- 18.1. The Company shall follow the laws/regulations applicable to accounting and disclosure related to Shares, including but not limited to the IND AS 102 on accounting for employee share-based payments and/ or any relevant accounting standards as may be prescribed by the Institute of Chartered Accountants of India (“ICAI”) or any other appropriate authority, from time to time, including the disclosure requirements prescribed therein.

19. Certificate from Auditors

The Board shall at annual general meeting, which is to be conducted immediately after the transfer of Shares to Eligible Employees under the Scheme, place before the shareholders a certificate from the auditors of the Company that the Scheme has been implemented in accordance with the SEBI SBEB Regulations and in accordance with the resolution of the Company passed in the general meeting where Scheme has been approved.

20. Governing Laws

- 20.1. The terms and conditions of the Scheme shall be governed by and construed in accordance with the Applicable Laws, specifically laws of India, including the Foreign Exchange Laws mentioned below.

20.2. **Foreign Exchange Laws**

In case any Shares are transferred to any Employee being resident outside India belonging to the Company, working outside India, the provisions of the Foreign Exchange Management Act, 1999 and rules or regulations made thereunder as amended and enacted from time to time shall be

applicable and the Company has to comply with such requirements as prescribed from time to time in connection with transfer of Shares thereof.

21. Notices

- 21.1. All notices of communication required to be given by the Company to an Eligible Employee by virtue of this Scheme shall be in writing and/or in any other means of electronic communication. The communications shall be made by the Company in any one or more of the following ways:
- i. sending communication(s) to the last known address of the Eligible Employee available in the records of the Company; or
 - ii. delivering the communication(s) to the Eligible Employee in person with acknowledgement of receipt thereof; or
 - iii. emailing the communication(s) to the Eligible Employee at the official email address provided if any by the Company during the continuance of employment or at the email address provided by the Employee after cessation of employment.
- 21.2. Any communication to be given by an Eligible Employee to the Company in respect of Scheme shall be sent to the person at the address mentioned below:

Head - CGM (COMP. & BEN.)

Bharat Petroleum Corporation Limited

Address: Bharat Bhavan, P.B. No.688, 4 & 6 Currimbhoy Road

Ballard Estate, Mumbai – 400 001, Maharashtra.

Email id: chaturvedimr@bharatpetroleum.in

22. Jurisdiction

- 22.1. The Courts in Mumbai, India shall have jurisdiction in respect of any and all matters, disputes or differences arising in relation to or out of the Scheme.
- 22.2. Nothing in this Clause shall however limit the right of the Company to bring proceedings against any Employee in connection with this Scheme in any other court of competent jurisdiction or concurrently in more than one jurisdiction.

23. Severability

In the event any one or more of the provisions contained in this Scheme shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Scheme, but this Scheme shall be

construed as if such invalid, illegal or unenforceable provision had never been set forth herein, and the Scheme shall be carried out as nearly as possible according to its original terms and intent.

24. Confidentiality

- 24.1. An Eligible Employee must keep the details of the Scheme and all other documents in connection thereto strictly confidential and must not disclose the details with any of his peer, colleagues, co-employees or with any employee and/ or associate of the Company or that of its affiliates. In case an Eligible Employee is found in breach of this Confidentiality Clause, the Company has undisputed right to terminate any Offer of transfer to the extent allowed under the Applicable Laws. The decision and judgment of the Company regarding breach of this Confidentiality Clause shall be final, binding and cannot be questioned by Employee. In case of non-adherence to the provisions of this clause, the Committee will have the authority to deal with such cases as it may deem fit.

- 24.2. On acceptance of the issue of Share offered by the Company, it shall be deemed that as if the Eligible Employee has authorized the Company to disclose information relating to the Eligible Employee during the process of implementation of the Scheme or while availing any consulting or advisory services thereof or any other incidental services to its officers, professional advisors, agents and consultants on a need to know basis.

... <End of Scheme>...