



इंडियन फार्मर्स फर्टिलाइजर कोऑपरेटिव लिमिटेड
INDIAN FARMERS FERTILISER COOPERATIVE LIMITED

No.ES/6/8185/1905

19th April, 2005
25th

"Letter of Intent"

M/s Ernst & Young Pvt. Limited,
Ernst & Young Tower,
B-26, Qutab Institutional Area,
New Delhi-110016

Sub: **Appointment of Consultant for Carbon Advisory Services and CDM Project Development Services for Carbon Credit Generated through recovery of CO₂ from Flue Gas of Reformer Stack at Phulpur & Aonla Plant and Fuel & Feed Switch from Naphtha to Natural Gas at Phulpur.**

- Ref: 1. Your proposal vide letter dated 24.1.05.
2. Minutes of Meeting (MOM) dated 10.3.05

Dear Sir,

With reference to your offer and subsequent MoM, we are pleased to place this **"Letter of Intent"** on you for appointing you as Consultant for the subject job. The detailed terms and conditions will be sent along with the work order.

1.0 SCOPE OF WORK:

The scope of work includes but not limited to providing Carbon Advisory Services and Clean Development Mechanism (CDM) Project Development Services for Carbon Credit Generated through recovery of CO₂ from Flue Gas of Reformer Stack at Phulpur & Aonla Plant and Fuel & Feed Switch from Naphtha to Natural Gas at Phulpur Plant.

2.0 FEES STRUCTURE:

2.1 **Fixed fee** for these two schemes will be as under:-

- A) CO₂ recovery from flue gas at Phulpur & Aonla plant. -
B) Fuel & Feed switch from Naphtha to Natural Gas at Phulpur Plant -

CONFIDENTIAL

Service tax presently at 10.2% shall be payable extra at actuals

34, नेहरू प्लेस, नई दिल्ली - 110019 34, NEHRU PLACE, NEW DELHI-110019

दूरभाष / Phones : 26432507, 26432510, 26435030, 26437211

तार / Gram : 'IFFCO'NEW DELHI टेलीफैक्स / TELEFAX : 011-26463833

E-Mail : faxho@iffco.nic.in

accordance with the provisions of the Arbitration & Conciliation Act, 1996 and the award made in pursuance thereof shall be binding on you and IFFCO.

- 5.2 The performance under this contract shall not stop for any reason whatsoever during the said dispute/proceedings, unless you are specifically directed by IFFCO to desist from working in this behalf.
- 5.3 The venue of arbitration shall be Delhi
- 5.4 The language of proceeding shall be English.
- 5.5 The Law governing the substantive issues between the parties shall be the Law of India.

6.0 TERMINATION:

The Contract can be terminated by either party by giving notice in writing. In case IFFCO terminate the contract after validation and registration of project with UNFCCC or entering into agreement with carbon credit buyer proposed by E&Y, whichever is earlier, INR **CONFIDENTIAL** only), i.e., twice the fixed fee will be paid by IFFCO to E&Y for each project.

Two copies of this LOI are being sent to you. You are requested to send one copy of the same duly accepted under your company's seal.

Thanking you,

Yours faithfully,
For Indian Farmers Fertiliser Cooperative Limited


(Rajiv Goyal
Sr. Manager(Commercial))