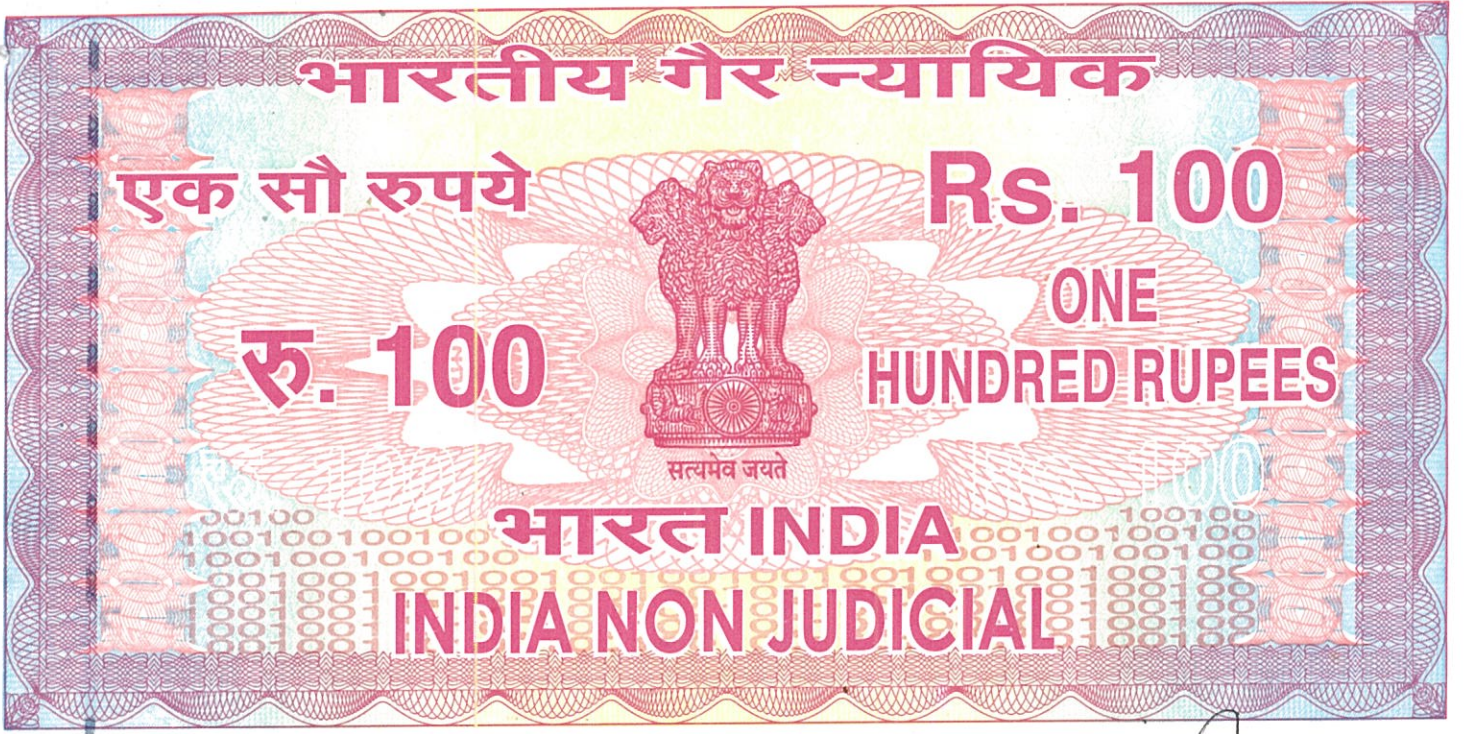




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Tran Id: 230628145625898268
Date: 28 JUN 2023, 02:59 PM
Purchased By:
RAMESH
S/o K. NARSING RAO
R/o SECUNDERABAD
For Whom
G V DISCOVERY CENTERS PVT LTD. HYD

K. SATISH KUMAR
LICENSED STAMP VENDOR
Lic. No. 16/05/059/2012
Ren.No. 16/05/029/2021
Plot No.227, Near C.C.Court,
West Marredpally, Sec-Bad
Ph 9849355156

HAZARDOUS WASTE MANAGEMENT SERVICE AGREEMENT

THIS HAZARDOUS WASTE MANAGEMENT SERVICE AGREEMENT is made and entered into at Hyderabad on this 02nd September day of 2023, by and between;

M/s G V Discovery Centres Pvt. Ltd., a Company registered under the laws of India, having its registered office at Plot No: 1A, Sy.No:234 &235, Synergy Square Phase-1, Turkapally Village, Shamirpet Mandal, Medchel-Malkajgiri District represented by its Director Shri. Soham Modi S/o Shri Satish Modi, (hereinafter referred to as the "Generator" which expression unless repugnant to the subject or context thereof, shall include its affiliates, subsidiaries, administrators, successors and permitted assigns) as Party No.1

AND

RE SUSTAINABILITY LIMITED a Company registered under the laws of India, and having its registered office at Level 11B, Aurobindo Galaxy, Hyderabad Knowledge City, Hitech City Road, Hyderabad- 500081 represented by its, Shri.K. Radhakrishna Sai, Project Head (hereinafter referred as the "Operator" which expression shall unless repugnant to the subject or context include its affiliates, subsidiaries, administrators, successors and permitted assigns) as Party No.2

The Generator and Operator are hereinafter individually referred to as "Party" and collectively as "Parties".

For G. V. DISCOVERY CENTERS PVT. LTD

Page 1 of 20

DIRECTOR



WHEREAS;

- A. Operator is engaged in the business of waste management and is operating a treatment, storage and disposal facility at Survey No. 684/1, Dundigal Gandimaisamma Municipality, Medchal- Malkajgiri District-500043 (hereinafter called "TSDF"), as per the guidelines under Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016 and amendments thereof, and as per the authorization(s) of the State Pollution Control Board ("SPCB").
- B. The Generator being desirous of availing the services of collection, transport, treatment, storage and disposal of hazardous wastes (hereinafter referred to as "Waste") generated at their premises (herein after more fully described as "Premises") approached Operator and the same has been accepted by Operator on the terms and conditions set out in this Agreement read with the provisions of Hazardous & Others Waste (Management & Transboundary Movement) Rules 2016, as amended from time to time and supervision of the State Pollution Control Board (SPCB).

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION RECORDED THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AND THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION:

1.1 Definitions: In this Agreement, including in the recitals hereof, the following words, expressions and abbreviations shall have the following meanings, unless the context otherwise requires:

- a. "Agreement" means this Hazardous Waste Management Service Agreement including all attachments, annexures or schedules annexed thereto and purchase orders or work orders issued hereunder:
- b. "Hazardous Rules" means Hazardous & Other Waste (Management & Transboundary Movement) Rules, 2016 as amended from time to time.
- c. "MSDS" means Material Safety Data Sheet.
- d. "SPCB" means Telangana Pollution Control Board (TSPCB) in the State in which the TSDF operated by Operator is situated.
- e. "TSDF" means the Integrated Common Hazardous Waste Treatment Storage Disposal Facility by name "Hyderabad Waste Management Project" (HWMP) operated by Operator and located at Survey No. 684/1, Dundigal Gandimaisamma Municipality, Medchal- Malkajgiri District-500043. Telangana, India, pursuant to the Consent for Operation No. 01/TSPCB/RO-Medchal/CFO/HO/2015-1455 Dt.23.12.2020 valid up to 31.10.2025.
- f. "Waste" means hazardous waste as defined under Sec 3(17) & 3(38) of Hazardous and other Waste (Management and Transboundary Movement) Rules, 2016 and Sec 3(17) of the Solid Waste Management Rules, 2016, generated/collected in the premises of the Generator.

For G. V. DISCOVERY CENTERS PVT. LTD

DIRECTOR



1.2 Interpretation: In this Agreement, unless the subject or context otherwise requires:

- a. reference to the singular number shall include references to the plural number and vice-versa;
- b. references to a 'person' shall include references to natural persons, partnership firms, companies, bodies corporate and associations, whether incorporated or not or any other organization or entity including any governmental or political sub-division, ministry, department or agency thereof;
- c. references to recitals, clauses and schedules / annexure are to recitals, clauses, annexures and schedules to this Agreement.
- d. any reference herein to a statutory provision shall include such provision, as is in force for the time being and as from time to time, amended or re-enacted in so far as such amendment or re-enactment is capable of applying to any transactions covered by this Agreement;
- e. Clause headings used herein are only for ease of reference and shall not affect the interpretation of this Agreement.

1.3 The Recitals, Schedules, Annexures shall form an integral part of this Agreement.

1.4 All capitalized terms used in this Agreement which have not been specifically defined in this Agreement shall, unless inconsistent with the context have the meanings assigned to them under the Authorization Agreement.

2. SCOPE OF SERVICES:

- a) The scope of services to be provided by Operator under this Agreement shall be collection, transportation, treatment, storage and disposal of Waste generated at the premises of the Generator located at Plot No: 1A, Sy.No:234 &235, Synergy Square Phase-1, Turkapally Village, Shamirpet Mandal, Medchel-Malkajgiri District.
- b) It is agreed between the Parties that Operator shall provide the above services to the Generator through the TSDF operated by Operator and located at Survey No. 684/1, Dundigal Gandimaisamma Municipality, Medchal- Malkajgiri District-500043
- c) Operator shall dispose the Waste as per the mandate of the SPCB read with the provisions of Hazardous Waste Rules.

For G. V. DISCOVERY CENTERS PVT. LTD

DIRECTOR



3. GENERAL CONDITIONS

- a) The Generator has already paid Membership Fee amounting to Rs. 1,00,000/- & Security Deposit amounting to Rs. 50,000/- as per applicability listed out in Annexure I. The security deposit is adjustable against outstanding Waste disposal charges only, in the event either Party decides to terminate this Agreement. Deposit shall be applicable for a minimum period of five (5) years from the Effective Date. No Financial Charges are applicable on the security deposit collected by Operator.
- b) Membership Certificate shall be issued to the Generator once this Agreement has been executed. The certificate shall be valid for a period of one year. Services under the Agreement shall be provided only if the Generator holds a valid Membership Certificate. At the time of re-issuance of Membership Certificate, the Generator shall ensure that there are no dues towards Operator. In case of dues Membership Certificate shall not be issued.
- c) The Generator shall provide to Operator, a sample of the Waste and inform the entire process details which leads to generation of such Waste, for the purpose of determining the Waste characteristics and to decide parameters for comprehensive analysis, as well as its final pathway of treatment, storage and disposal of the Waste.
- d) Operator shall carry out the comprehensive analysis of the Waste in its laboratory at the cost of the Generator, as per the parameters identified under Annexure II. The comprehensive analysis report shall be used by Operator to determine the disposal pathway based on the Waste characteristics & as per Ministry of Environment, Forest and Climate Change (MoEF & CC), CPCB (Central Pollution Control Board) and the concerned SPCB rules and guidelines issued from time to time. Disposal pathway shall be mutually agreed between the Generator & Operator and shall form basis for disposal and user charges.
- e) Operator on receipt of information from the Generator shall plan and schedule for collection of the Waste from the Generator Premises and the safety during transportation shall be the collective responsibility of the Generator and the Transporter.
- f) The Generator shall provide the details of Waste to Operator as mentioned below:
 - i) Complete details of the Waste and its characteristics regarding presence of explosive/ ignitable/ corrosive/ toxic/ odorous compounds in the manifest provided to the transporter for safe transportation and disposal.
 - ii) Labeling of hazardous Waste container in 'Form 8', TREM Card in 'Form 9' and 'Waste transportation manifest' in 'Form 10' for every Waste type as per Hazardous Waste Rules.
 - iii) Safety information as MSDS/ SOP for handling & storage.

For G. V. DISCOVERY CENTERS PVT. LTD

DIRECTOR



- g) Operator shall analyse the Waste received through finger print analysis as per the parameters identified under Annexure II as prescribed by the concerned SPCB.
- h) In the event there are any differences in the analysis results of comprehensive analysis and fingerprint analysis, the Generator may either accept the results of Operator or send their samples to a mutually agreed third party laboratory for analysis at their own cost. Any discrepancy in relation thereto shall be informed to the SPCB.
- i) The Generator shall seek a fresh comprehensive analysis report under one or more of the following circumstances:
- i) There is a change in the Waste characteristics,
 - ii) There is a change in the manufacturing processes,
 - iii) There is a change in the product mix/raw material mix or
 - iv) A period of 2 years has lapsed since the submission of previous Comprehensive Waste Analysis Report, whichever is earlier.
- j) In the event of any false information or withholding information, all the liabilities, whether directly or indirectly arising there from, during transportation, handling, treatment & disposal shall be the responsibility of the Generator.
- k) The Generator shall also declare Waste quantities on an annual and/or monthly basis as per Hazardous Waste Rules in the format provided under Annexure III.
- l) The Generator shall provide an advance declaration every year in the month of April assuring quantity of Waste to be sent to the Operator till March 31 of the succeeding year, in the format provided under Annexure III, Declaration.
- m) Operator agrees to provide its containers available at its TSDF to the Generator provided the Generator pays the container maintenance charges to Operator as per Annexure I. The Generator has option for availing the container on hire basis from the operator as per the rates mentioned in Annexure 1.
- n) The Waste supplied by the Generator shall not contain any kind of nuclear and/or radioactive and/or any other prohibited material.

4. USER CHARGES & TERMS OF PAYMENT:

- a) The Generator shall pay in advance a fixed amount to Operator as minimum monthly service commitment charges for the purpose of utilization of Operator services. This amount shall be adjusted against every month user Charges or in calendar period of one year. In the event, for whatsoever reason, the Generator is unable to utilize the services of the facility for a particular month / period, the Generator shall forfeit the amount that is unutilized in that calendar year. The charges are mentioned in Annexure I.

For G. V. DISCOVERY CENTERS PVT. LTD

DIRECTOR



- b) The Generator shall pay monthly user charges to Operator for its services as per the slab mentioned under Annexure I, which shall be based upon the Declaration given by the Generator as provided under Annexure III.
- c) All taxes including GST, Toll tax etc. shall be paid as extra over and above our quoted rates at the rate applicable, if any, at the time of billing. Tax Laws are subject to amendments from time to time and accordingly any tax will be applicable, will be charged as extra. Service tax is like any other indirect tax to be collected by the Operator from the Generator and the same is remitted to the government account.
- d) The escrow deposit charges shall be as detailed in Annexure 1.
- e) The user charges are subject to annual revision on the basis of Government of India wholesale price index and including but not limited to every event of escalation of fuel costs, power tariff, change in disposal technologies and/or method, wage hike and others, subject to minimum of 7%. In the event of abnormal hike during the course of the financial year, the user charges may be revised mid-year based on negotiations & mutual consent.
- f) Operator shall send the monthly user charges invoice to the Generator once services have been availed, as per pre-decided schedule and the invoice amount shall be payable by the Generator within 15 calendar days from date of invoice. All payments shall be made by way of electronic payment, cheque and/or demand draft.
- g) For any dispute with respect to the invoice, the same should be intimated within 7 days of receipt of applicable invoice. In case there is no intimation of dispute regarding the applicable invoice, by the Generator, within 7 days of receipt of said invoice, the same shall be deemed accepted & undisputed & shall become payable within 15 calendar days from receipt of invoice.
- h) In case of delayed payments, the Generator shall be liable to pay interest at the rate of 2% per month on the outstanding amount during the default period. In the event of any bill amount along with interest is due for more than three (3) months, Operator reserves the right to refuse to extend its services to the Generator and even to terminate this Agreement with immediate effect.

5. TERM OF AGREEMENT:

This Agreement shall be valid for a period of 3 years from the Effective Date subject to earlier termination by either Party in accordance with this Agreement.

For G. V. DISCOVERY CENTERS PVT. LTD
DIRECTOR



6. FORCE MAJEURE:

Notwithstanding anything else contained herein, except for the obligation to make payments, neither Party hereto shall be liable for damages or to have this Agreement terminated for any delay or default in the performance of such Party hereunder if such delay or default in performance derives from conditions beyond the reasonable control of such Party, including but not limited to, acts of god, strikes, fires, floods, extreme drought, shortage of supply, riots, work stoppages, epidemic pandemic, embargoes, governmental actions or damage to the plant or facility or any cause unavoidable or beyond the control of either Party including any arbitrary ruling by the Government prohibiting the handling of the Waste or continuing domestic or international problems such as wars or insurrections.

7. REPRESENTATIONS, WARRANTIES AND COVENANTS:

7.1 Each Party represents and warrants to the other that, as of the Effective Date:

- a) It is a company duly organized and validly existing, under the laws of India, and has full power and authority to execute, deliver and perform this Agreement.
- b) The execution, delivery, and performance of this Agreement by the respective Party has been duly authorized by all necessary corporate action.
- c) Upon execution, this Agreement will constitute a legal, valid and binding obligation of each Party enforceable against it in accordance with its terms. The execution, delivery and performance of this Agreement by each Party does not constitute a breach of, or default under, its charter documents or any contract to which such Party is a party, or by which it or any of its assets is bound.
- d) It is not subject to any economic sanctions ("Sanctions") administered by the government of India, the Office of Foreign Assets Control of the United States, Her Majesty's Treasury, the European Union, or any other relevant Government Authority, and has not and will not conduct business with any party subject to Sanctions.
- e) It has not taken and will not take any action that would constitute a violation, or implicate the other Party in a violation, of any law of any jurisdiction in which it performs business, including without limitation the Anti-Corruption Laws.
- f) Neither the it nor any of its principals, holders, officers, or directors has promised to make, will promise to make, or will cause to be made, in connection with the proposed agreement contemplated herein, any payments to or for the use or benefit of any government official or any other person to obtain or keep business or to secure some other improper advantage, the payment of which would violate applicable Anti-Corruption Law.

For G. V. DISCOVERY CENTERS PVT. LTD

DIRECTOR



- 7.2 Each Party agrees to immediately notify the other Party of any violation or potential violation of Anti-Corruption Laws and shall be responsible for any actual proven damages to the other Party from the it's or its agents' violation or potential violation of Anti-Corruption Laws in relation to this Agreement.

8. INDEMNITY:

The Generator does hereby indemnify, keep indemnified and hold harmless the Operator, its representatives, nominees and officers (including without limitation, reimbursement of any loss suffered by Operator and / or its officers, directors, employees, agents or affiliates and their legal costs), awards, damages, losses and / or expenses, either pecuniary or non-pecuniary in nature, arising directly or indirectly, whether during collection or transportation or treatment or storage or disposal, as a result of:

- a) the Waste supplied by or collected from the Generator has any mismatch of information on Term Card or MSDS provided or mismatch from Comprehensive Analysis done; and any non-disclosure or wrong disclosure of any information as to the characteristic of Waste, or
- b) Any civil or criminal proceedings or liability under any law for any unlawful dumping of untreated wastes by the Generator either at the project site of the Operator or anywhere else, or
- c) Any violation or non-compliance by Generator of the provisions of the rules and guidelines under the Hazardous Waste Rules, Water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act, 1981 and amendments thereof, any new acts and rules legislated and promulgated governing the activity under this Agreement during the term of this Agreement or any extension thereof and as per the authorization of SPCB, or
- d) Misconduct, fault, negligence, wrongful act, omission of the Generator, or
- e) Any act/ omission of the Generator including its Personnel in relation with the Services and/ or terms of this Agreement, or
- f) Any unauthorized access to the Confidential Information.

9. EVENTS OF DEFAULT:

The following shall constitute Generator's events of default:

- a) If the Generator fails / refuses to pay its bills / dues for the user charges payable under this Agreement.
- b) If the Generator fails / refuses to pay within the time stipulated the advance amounts and deposits etc. called upon to do so by Operator.

For G. V. DISCOVERY CENTERS PVT. LTD

DIRECTOR



- c) If the Waste supplied by the Generator contains any radioactive or prohibited material.
- d) If the Generator commits gross violation of the terms of this Agreement.
- e) Material Breach: If Generator shall fail in any material respect to comply with, observe, or perform, or shall default in any material respect in the performance of, the terms and conditions of this Agreement.
- f) Material Misrepresentation: Any representation made by Generator hereunder shall be false or incorrect in any material respect when made, or is false in any material respect at any point in time if the representation is one to which Generator has a continuing duty to make.
- g) Bankruptcy: If Generator: (a) apply for or consent to the appointment of a trustee, receiver, liquidator, custodian, or the like for itself or its properties, or same is sought without Generator's consent in any case or proceeding; (b) be unable, or admit in writing the inability, to pay its debts as they mature, or liquidation, reorganization of its debts, dissolution, or winding-up, or the composition or readjustment of its debts, is sought without Generator's consent in any case or proceeding; (c) make a general assignment for the benefit of its creditors; (d) commence a voluntary case, or have an involuntary case commenced against it, or other applicable legal requirement, or file a petition, answer, or consent seeking reorganization; or (e) take any action for the purpose of effecting, or acquiescing in or to, any of the foregoing.
- h) If the Generator fails to comply with all applicable laws to perform its obligation under this Agreement.

10. TERMINATION

- a) The Operator shall have the right to terminate this Agreement immediately in case of Generator's failure to rectify any of the events of default within fifteen (15) days from the date of receipt of notice for rectification from the Operator.
- b) Either Party shall have the right to terminate this Agreement in the event of violation of any of the terms and conditions as agreed upon in this Agreement or otherwise, upon giving thirty (30) days written notice to the other Party.
- c) Either Party may terminate this Agreement, if the other Party becomes insolvent or files or has filed against it a petition in bankruptcy ("Cause"), to the extent permitted by law. Such termination will be effective at the end of a Thirty (30) day written notice period if the Cause remains uncured.

For G. V. DISCOVERY CENTERS PVT. LTD


DIRECTOR



d) Effect of Termination:

- i. The termination of this Agreement shall not relieve a Party of any obligation or liability accrued prior to the date of termination. Furthermore, termination of this Agreement shall be without prejudice to the rights and remedies of any Party that have arisen or accrued on or prior to such termination.
- ii. All payment amounts due under the Agreement by the Generator shall be paid by the Generator forthwith but not later than 5 (five) business days of termination of the Agreement.

11. GOVERNING LAW & JURISDICTION:

This Agreement shall be governed and construed in accordance with the laws of India. Operator and the Generator mutually agree that the courts of law at Hyderabad shall have the exclusive jurisdiction over all the disputes arising out of this Agreement.

12. CONFIDENTIALITY:

Each Party agrees that proprietary information relating to the other Party, including information relating to its business, operations, methodologies, technologies, personnel, customers, vendors, financial condition etc., that is not generally known to the public and that, under all of the circumstances, ought reasonably to be treated as confidential and/or proprietary, and other information identified as confidential by such Party, including this Agreement and its contents, are confidential information of the relevant Party ("Confidential Information"). Each Party agrees that without the prior written consent of the relevant Party, the other Party shall not disclose any of the Confidential Information received in connection with this Agreement to any third party.

13. ANTI-CORRUPTION LAWS:

- a) Each Party shall comply with all Anti-Corruption Laws governing the activities described in this Agreement. Anti-Corruption Laws shall mean any law of any jurisdiction in which a Party performs business, including without limitation, the India Prevention of Corruption Act 1988.
- b) The Operator and Generator hereby confirm that no benefit, either in cash or kind has been provided by either of them to the other or to any officer or employee, or any relative/ associate of any officer or employee of Operator or Generator or of any of their associate institutions/companies in order to enter into this Agreement;
- c) The Operator and Generator hereby give an undertaking that neither the Operator nor the Generator shall provide any benefit, either in cash or kind to any officer/employee/relative/associate of any officer or employee of Operator or Generator as reward or consideration either for entering into this Agreement or other matter relating to this Agreement.

For G.V. DISCOVERY CENTERS PVT. LTD

DIRECTOR



14. LIMITATION OF LIABILITY:

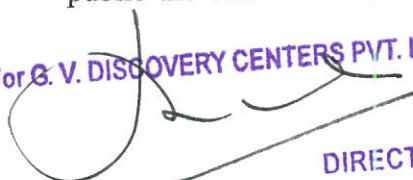
- a) General Limitation. Notwithstanding anything else to the contrary set forth herein, the aggregate liability of Operator with respect to claims of other arising out of the performance or non-performance by Operator of its obligations under this Agreement, whether based on contract, warranty, indemnity, tort (including negligence), strict liability or otherwise, shall in no event exceed, the total charges paid by the Generator during that calendar year.
- b) Limitation of Liability to Third Parties. This Agreement is intended solely for the benefit of the Parties and their respective successors and permitted assigns and is not intended to, and shall not, confer any rights or benefits on any third party. Without limiting the foregoing, under no circumstance shall the terms hereof be deemed to make Operator directly responsible to third parties for any penalties or other liabilities payable under the Agreement.
- c) No Special, Indirect or Consequential Damages. Neither Party shall be liable to the other for any special, punitive, exemplary, indirect or consequential damages arising in connection with this Agreement, whether based on breach of contract, tort (including negligence), strict liability or otherwise including but not limited to loss of profits or revenues on operations not performed, loss of use of the other Party's Premises, non-performance of an obligation imposed under this Agreement. Generator acknowledges and agrees that this limitation shall not apply to any claim for indemnification under Clause 8 of this Agreement. The provisions of this Clause shall survive the termination or expiration of this Agreement.

15. COMPLIANCE WITH LAW:

Each Party warrants that it shall and will cause all its employees, agents, Sub Contractors to fully comply with all national, state and local laws, regulations, rules, guidelines, and ordinances governing the activities described generally in this Agreement, including, without limitation the Hazardous Waste Rules and as per the authorization of the SPCB.

16. DISPUTE RESOLUTION:

In the event of any dispute, controversy, difference, disagreement or claim arising out of or in connection with or in relation to this Agreement, including any questions as to its existence, validity, interpretation, implementation or termination, the Parties hereto shall endeavour to resolve the same in an amicable manner in consonance with the intention of this Agreement. If, however, after a lapse of Fifteen (15) days therefrom, the Parties are unable or otherwise fail to resolve such dispute, controversy, difference, disagreement or claim, through discussion or amicable settlement as above, then the said dispute, controversy, difference, disagreement or claim shall be referred to and finally settled through arbitration by sole arbitrator as per the rules of Arbitration and Conciliation Act, 1996 and as amended thereof. The award of arbitration shall be final and binding. The seat of arbitration shall be at Hyderabad and the arbitration proceedings and all documentation shall be in English language. No Party shall make public the contents of arbitration without the prior written consent of the other Party.

For G. V. DISCOVERY CENTERS PVT. LTD

DIRECTOR



The arbitration proceedings shall be concluded within six (6) months from the date of reference of dispute to arbitration by a Party to this Agreement.

17. NOTICES:

- 17.1 Any notice, request, demand or other communication given or made under or in connection with the matters contemplated by this Agreement shall be in writing and shall be delivered personally or sent by registered post acknowledgement due or by facsimile or by courier:

To the GENERATOR:

Name: Shri. Soham Modi

Address: 5-4-187/3&4, Soham Mansion, II Floor, M.G. Road, Secundrabad-500003

Email: admin@innopolis-gv.com

Attn: Sitaramanjaneyulu

To the OPERATOR:

Name: K. Radhakrishna Sai.

Address: Survey No. 684/1, Dundigal Gandimaisamma Municipality,
Medchal-Malkajgiri District-500043

Fax:

Email:

Attn:

and shall be deemed to have been duly given or made as follows: -

- (a) if personally delivered, upon delivery at the address of the relevant Party;
- (b) if sent by registered post-acknowledgement due seven (7) days after the posting;
- (c) if sent by facsimile upon receipt of confirmation by sender, from the receiver, that the facsimile has been received;
- (d) if sent by courier four (4) days after the date of dispatch.

- 17.2 A Party may notify the other Party of a change to its name, relevant addressee or address number for the purposes of Clause 17.1 as provided herein.

18. MISCELLANEOUS:

- a) Entire Agreement:

This Agreement shall be deemed to represent the entire Agreement between the Parties hereto regarding the subject matter hereof and shall supersede, cancel and replace any and all prior agreements or arrangements, (either oral or written) if any, in this behalf, by and between the Parties hereto.

For G. V. DISCOVERY CENTERS PVT. LTD



- b) Relationship of The Parties:
Nothing contained herein shall be deemed to constitute a partnership, joint venture or agency by and between the Parties hereto.
- c) Amendments:
This Agreement may be modified or amended only by writing, duly executed by or on behalf of the Parties hereto. This also applies to a waiver of the written form.
- d) Severability:
All stipulations contained in this Agreement shall be so constructed as not to infringe the provisions of any applicable law. In the event that any provisions of this Agreement is held to be illegal, invalid or unenforceable under any present or future laws of the Republic of India such provisions shall be deemed terminable and the remaining parts & provisions of this Agreement shall remain in full force & effect.
- e) Non-waiver:
The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of its rights hereunder shall not be construed as a waiver of any such rights, but the same shall continue in full force and effect.
- f) Non-Assignment:
Neither Party may assign any of its rights or duties under this Agreement except with written consent of the other Party, which consent will not unreasonably be withheld provided, however, that, without such consent Operator may make such assignment (i) to a continuing wholly-owned subsidiary of Operator or of a corporation or other entity which controls Operator, (ii) in connection with a corporate merger or the sale of all or substantially all the assets of Operator. No assignment of this Agreement shall relieve the assigning Party of its obligations under this Agreement.
- g) Interpretation:
Both Parties acknowledge that they have had the opportunity to seek the advice of legal counsel as they have considered necessary in connection with this Agreement. This Agreement shall be deemed to have been negotiated, drafted, edited and reviewed by the Parties together, and therefore, no provision arising directly or indirectly here from shall be construed against any Party as being drafted by said Party.
- h) Costs:
i) Each Party will bear its own legal and other costs and expenses in connection with the preparation of this Agreement and any other necessary documents related to the consummation of the transactions under this Agreement.

For G. V. DISCOVERY CENTERS PVT. LTD


DIRECTOR



- ii) Stamp duty in relation to this Agreement, if any, shall be borne by the Generator.
- iii) In the event of any controversy, claim or dispute between Operator and Generator arising out of or relating this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party all of the prevailing Party's expenses, including, without limitation, reasonable attorneys' fees, accountants' fees and court costs.
- j) **Specific Performance:**
The Parties shall be entitled to seek and enforce specific performance of this Agreement, in addition to any other legal rights and remedies, without the necessity of demonstrating the inadequacy of monetary damages.
- k) **Conflict of Terms:**
In the event of a conflict among the terms of this Agreement, and other terms, policies, or provisions of both the Parties, the terms of this Agreement shall prevail.
- l) **Counterparts:**
This Agreement may be executed and delivered in one or more counterparts, each of which when executed and delivered shall be an original, and all of which when executed shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or by electronic image scan transmission in .pdf format shall constitute effective execution and delivery of this Agreement.

IN WITNESS WHEREOF the Parties have entered into this Agreement at the day and year first above written.

For: G V Discovery Centres Pvt. Ltd.,
For G. V. DISCOVERY CENTERS PVT LTD

Name: Soham Modi
Designation: Director

In the Presence of

Name:
Designation:

For: Re Sustainability Limited

Name: K. Radhakrishna Sai
Designation: Project Head

In the Presence of

Name:
Designation:



ANNEXURE- I

User Charges & Terms of Payment

1) MEMBERSHIP FEE: Rs.1,00,000.

2) SECURITY DEPOSIT:

The Generator shall pay Security Deposit to the Operator of an amount equivalent to the cost of disposal of Waste for a period of 90 days of estimated Tariff or Rs.50,000/-, whichever is higher, based on the average waste quantities given by the Generator in the Declaration of this Agreement, within 30 days of the execution of this Agreement.

This security deposit shall be reviewed at the beginning of each financial year based on the Waste committed by Generator and the actual received at the ICHWTSDF.

In the event, the Generator has not been able to declare the realistic generation of waste quantities and the actual quantities are more than the declared quantities, then the Generator will have to pay the additional amount of Security Deposit for the non-declared quantities.

Note: 1) This interest free and refundable Security Deposit is adjustable against waste supply in the event members desire to withdraw membership or as per Clause in the Agreement.
2) Services shall be provided only after payment of Security Deposit.

3) USER CHARGES:

The GENERATOR shall pay User Charges as per applicable base rate provided below & the final quotation submitted by the Operator based on the waste characteristics as per Comprehensive Analysis Report (Assessment year 2022-23).

a) Analysis Charges: Per Sample

Minimum Rs. 20,000/- per sample excluding GST.

b) Direct Landfill Charges: Per MT

Direct Disposal into Landfill: Rs. 3500/-

c) Stabilization Charges: Per MT

The Stabilization charges along with Landfill charges for management of every per ton of Waste shall be calculated on the basis of the following formula:

Cost of Direct Land Filling (1+ Bulking Factor*) + Cost of Stabilization Reagents** + 350 per MT for re-handling expenses.

*Bulking factor is the percentage of reagents used per ton of waste.

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* Cost of reagents shall be revised every time for any variation beyond 10% in cost.

c) Incineration Charges: per MT (also depends on Material Density)

Rs.20,000/- (Base Cost) + Cost of Chemicals, Additives + Cost of Fuel + Cost of Power + Cost of Pollutant Scrubbing + Cost of throughput time + residual landfill.

d) Alternate Fuel Resource Pre-processing Charges: per MT (also depends on Material Density)

All the above-mentioned charges are indicative baselines & shall be finalised as per quotes submitted based on waste characterization as per comprehensive analysis.

In case waste, as defined under the contract, is not covered under any of the above categorization, the user charges for same can be finalised based on quote submitted to the Generator by the Operator.

Weight for the purpose of invoicing shall be done inclusive of weight storage media of waste like drums, liners, bags etc. In case of high variation in weight, the weight captured at Operator weighbridge shall be considered as final.

For stored quantities, necessary advance payments by Demand Draft shall be taken after mutual discussions.

4. TRANSPORTATION CHARGES:

a) Waste Transport Charges: TKM

Transportation will be charged on TKM basis, on distance calculated both-ways (Minimum for 20 km i.e. minimum distance used for calculation is 10 Km each way).

Since the diesel rate is fluctuating frequently, the transportation charge/rate is calculated every month based on the average diesel rate during the month, using the formula given below.

Diesel rate will be as promulgated by the Govt. of India diesel price distribution policy.

a) Fixed Costs	Includes – Depreciation on Vehicles, interest, Insurance and Road Tax.	Rs. 1.90 (Actual incurred)
b) Variable Costs	All operational costs including Salaries, Cost of Maintenance of vehicles and TA&DA for the drivers and helpers	Rs. 4.10 (Actual Incurred)
c) Dynamic Variable cost	Cost of diesel and other lubricants	Rs. 4.064 (As per actual calculation)
d) Profit on B&C only	For sustenance of quality, maintenance and growth	10% proposed works out to Rs. 0.82
Total cost per Ton Per KM		Rs. 10.88 per Ton Per KM

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- a) Fixed cost will not be varied.
- b) 10% increase per annum on variable cost is proposed and the same will be affected, every financial year.
- c) Dynamic variable: varies as per the changes in the diesel rate. The formula will be Rs. $Z(Y/X)$

Z = The last derived dynamic variable cost

X = Diesel rate prevailing at the time of last derived dynamic variable cost (prior to revision of current (latest) diesel rate)

Y = Current (latest) diesel rate

- d) Element "C" will be calculated based on the pickup month and the transportation rate will be fixed accordingly.
- e) Profit: Profit of 10% is considered only on Variable Cost and Dynamic Variable Cost. Profit is not included as Fixed Cost.

The final transportation rate will be $a + b + c + d$, which now works out to Rs. 10.88 per Ton per KM, with the present diesel rate of Rs. 96.32 per liter. The dynamic variable arrived as $Z = 4.064$, $X = \text{Rs. } 96.32$ and $Y = \text{Rs. } 96.32$

b) Minimum Truck Load Capacity:

Minimum 90% of Container Capacity or Truck Load Capacity shall be charged for Transportation.

c) Waste Transport Charges: Per Trip

In case waste generation of customer is very less & for trucks with smaller capacities (Less than 5 Ton) transportation will be charged on per trip basis. The rate for same will be finalised as per quote submitted to the Generator by the Operator.

d) Truck Detention Charges:

Maximum time of Three hours is allowed for the truck to be detained at the Generator premises from the time of reporting at their Security Gate. In the event this period is exceeded then Rs. 500/- per hour shall be charged as detention charges unless it is mutually agreed and accepted between both parties in writing.

e) Truck No Show Charges:

In case after planning and scheduling of a truck for the Generator, the Generator decides not to send waste and wishes to send the empty truck to Operator, the Generator shall pay the transportation charges at actual to and fro distance as per the agreed transportation charge only.

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5. CONTAINER MAINTENANCE CHARGES: [Optional, applicable when containerized truck Services are utilized]

The Generator has to pay the following charges as mentioned below towards the services of the Container, if opted for by the Generator.

a) Container Maintenance Charge: The charges are: -

- 5.0 MT Hook loaders Rs. 2,90,000/- per Container (Excluding GST)
- 15.0 MT Hook loaders Rs. 5,75,000/- per Container (Excluding GST)

Note: Since these containers will be replaced after three years due to wear and tear, structural disintegration and damage of the container due to corrosion, chemical inclusion etc., above container maintenance charges will be valid for three years only. The container charges are subject to the fluctuations of the steel prices in the market.

b) Container Handling Charges:

The GENERATOR shall pay for Container Handling Charges to Operator as follows for utilizing the Material Handling Equipment.

For Waste transported by Generator, Handling (Unloading) Charges shall be Rs. 450/- per MT.

6. ESCROW AMOUNT @5% OF DISPOSAL COST:

A charge @ 5% on disposal charges (On Landfillable waste disposal) shall be applicable and levied on the actual waste quantities billed.

7. MINIMUM MONTHLY SERVICE CHARGES:

Generator has to pay a minimum monthly service charge of Rs. 3,000/- per month i.e. Rs. 36,000/- per annum. This amount shall be paid in advance for one financial year. This amount shall be adjusted against every month User Charges invoices or in a period of one financial year. In the event, for whatsoever reason, the GENERATOR is unable to utilize the facility services for a particular month/period, the GENERATOR shall forfeit the amount that is unutilized in that financial year.

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ANNEXURE- II

PARAMETERS TO BE ANALYZED FOR COMPREHENSIVE ANALYSIS OF WASTE:

- ☐ Physical State: (Liquid/ Slurry/ Sludge/ Semi-solid/Solid: Inorganic, Organic, Metallic)
- ☐ Different Phases: (in cases of Solid / Slurries / Sludge) contained in aqueous liquids/solutions
- ☐ Colour and Texture
- ☐ Specific Gravity
- ☐ Viscosity
- ☐ Calorific Value
- ☐ Flash Point
- ☐ % Moisture content (Loss on drying at 105°C)
- ☐ % Organic Content (Loss on ignition at 550°C)
- ☐ Paint Filter Liquid Test (PFLT)
- ☐ PH
- ☐ Sulphur (elemental)
- ☐ 24 hour Leaching Procedure
- ☐ Reactive Cyanide (PPM)
- ☐ Total Cyanide
- ☐ Reactive Sulphide (ppm)
- ☐ Sulphur elemental
- ☐ Concentration of individual inorganics (Metals), both total and leachable, specific parameters to be determined based on source of waste
- ☐ Oil and Grease
- ☐ Extractable Organics
- ☐ % Carbon, % Nitrogen, % Sulphur, % Hydrogen
- ☐ Concentration of Individual Organics
- ☐ TCLP for identified parameters

PARAMETERS TO BE ANALYZED FOR FINGER PRINT ANALYSIS:

- ☐ Physical State of the WASTE
- ☐ Identification of different phases of WASTE
- ☐ Colour and Texture
- ☐ Specific Gravity
- ☐ Viscosity
- ☐ Flash Point
- ☐ % Moisture content (Loss on drying at 105°C)
- ☐ % Organic Content (Loss on ignition at 550°C)
- ☐ Paint Filter Liquid Test (PFLT)
- ☐ Liquid Release test
- ☐ pH
- ☐ Reactive Cyanide (PPM)
- ☐ Reactive Sulphide (ppm).

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ANNEXURE III

DECLARATION OF WASTE

We M/s G V Discovery Centres Pvt. Ltd., hereby declare that based on our industry production and our annual projections we shall be disposing the following Hazardous Waste types to the ICHWTSDF. (Additional sheets could be used for multiple waste types)

- The Avg. Yearly generation of Hazardous Waste is expected as follows.

1. Avg. _____ MT per year of _____ type of Hazardous WASTE
2. Avg. _____ MT per year of _____ type of Hazardous WASTE
3. Avg. _____ MT per year of _____ type of Hazardous WASTE

- Avg. monthly generation of Hazardous Waste is expected as follows.

1. Avg. _____ MT per year of _____ type of Hazardous WASTE
2. Avg. _____ MT per year of _____ type of Hazardous WASTE
3. Avg. _____ MT per year of _____ type of Hazardous WASTE

-
- The Total accumulated/stored/buried in pits Hazardous Waste is approximately as follows:

1. Avg. _____ MT per year of _____ type of Hazardous WASTE
2. Avg. _____ MT per year of _____ type of Hazardous WASTE
3. Avg. _____ MT per year of _____ type of Hazardous WASTE

For G V Discovery Centres Pvt., Ltd.,

For G. V. DISCOVERY CENTERS PVT. LTD

Director

DIRECTOR

The Generator, the Second Part.

Witness: Name: _____

Sign:

Company/Occupation: _____

Designation: _____

Witness: Name: _____

Sign:

Company/Occupation: _____

Designation: _____