



# UNITED INDIA INSURANCE COMPANY LIMITED

BRANCH OFFICE: B-WING, 2ND FLOOR, TULSI COMPLEX, TASIYA ROAD, MOTIPURA, HIMMATNAGAR

SABAR KANTHA - 383001 GUJARAT

PHONE: (2772) 229096 FAX: (2772) 229097 EMAIL:

# EMPLOYEES COMPENSATION LIABILITY POLICY POLICY NO.:0607052724P108737079 UIN. IRDAN545CP0270V01200708

PERIOD OF INSURANCE From 18:00 Hrs of 12/09/2024 To Midnight of 31/03/2025

Insured

# M/s NIPRA GREEN TECHNOLOGIES PRIVATE LIMITED

F-201, ATLANTIC RESIDENCY NR NUCLEAR PARK, GOTRI, VADODARA
VADODARA
390021
GUJARAT

IMPORTANT NOTICE: KINDLY UPDATE YOUR AADHAAR NO. AND PAN/FORM 60. PLEASE IGNORE IF ALREADY UPDATED.

**Agent Name** : KACHARABHAI PRAJAPATI M

kmprajapati207@yahoo.con

The genuineness of the policy can be verified through "Verify Your Policy" link at www.uiic.co.in.

For any Information, Service Requests, Claim intimation and Grievances please write to 060705@uiic.co.in

Download Customer App(www.uiic.co.in). REGD. & HEAD OFFICE, 24, WHITES ROAD, CHENNAI - 600014.

Website: http://www.uiic.co.in

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# **EMPLOYEES COMPENSATION INSURANCE** POLICY SCHEDULE

| Policy No.          | 0607052724P108737079                                       |                         | Prev. Pol. No. | 0607052723P1           | 17707296                  |                   |
|---------------------|--|-------------------------|----------------|------------------------|---------------------------|-------------------|
| Name Of Insured/ID  | M/s NIPRA GREEN TECHNOLOGIES PRIVATE LIMITED / 23135008242 |                         |                |                        |                           |                   |
| Tel.(0)             |  | Fax                     |                | Tel.(R)                |                           | Mobile 9909520095 |
| Business/Occupation | None   |                         | Email          | pritesh@nipragreen.com |                           |                   |
| Period of Insurance | From   | 18:00 Hrs of 12/09/2024 |                | То                     | Midnight of<br>31/03/2025 |                   |

| -  |  |   |
|--|--|---|
| CO-INSURANCE DETAILS:  | UIIC 060705 : 100%   |   |
| PREMIUM: FIVE THO  | USAND FOUR HUNDRED NINETY-SEVEN RU   | PEES ONLY   |
|  |  |   |
|  |  | 7   |
|  | ability of the <b>Insured</b> under the following                                  |   |
|  | ed, subject to claim being otherwise<br>anditions and exclusions of the Policy and |   |
|  | ty as stipulated against each Law:   |   |
|  |  |   |
|  | <u>LAW</u>   | LIMIT OF INDEMNITY  |
|  | Employee's Compensation Act, 1923  | Subject otherwise ,to the term, condition & Exclusion of the Policy |
|  | and subsequent amendments thereof prior to the date of issue of Policy             | the amount of liability incurred by the Insured                     |
|  | prior to the date or issue or rolley   |   |
|  | Common Law   | Т.  |
|  | Common Law   | Subject otherwise, to the terms, conditions & Exclusions of the     |
|  |  | Policy, the amount of liability incurred by the Insured, but no     |
|  |  | exceeding: -  |
| a) Limit Bar Francisco S   |  |   |
| <ul> <li>a) Limit Per Employee for any number of accident</li> </ul> |  |   |
| during Period of Insurance   |  |   |
| 0  |  |   |
|  | 4  |   |
| b) Limit Per Accident for ar   | ny   |   |
| number of Employees ₹ <u>0</u>                                       |  |   |
|  | _  |   |
| c) Aggregate Limit for a   | ш  |   |
| accidents and claims arising   |  |   |
| therefrom during the Perio   | od .   |   |
| of Insurance ₹ <u>0</u>  |  |   |

| Net Premium  | : | ₹ 5,497.00           |
|--------------|---|----------------------|
| CGST(9%)     | : | ₹ 495.00             |
| SGST(9%)     | : | ₹ 495.00             |
| Stamp Duty   | : | ₹ 1.00               |
| Total        | : | ₹ 6,488.00           |
| Receipt No.  | : | 10106070524109822084 |
| Receipt Date | : | 12/09/2024           |

Agency/Broker Code: Dev.Officer Code: AGD0013567 **Details of Employees Covered:** 

| Details of Employees Covered.   |           |   |           |   |  |                |   |
|---------------------------------|-----------|---|-----------|---|--|----------------|---|
| Description of <b>Employees</b> | Type      |   | `         | Declared Wages<br>during thePeriod of<br>Insurance(₹) | Place/Places of<br>Employment                                    | Trade Category | Sub Trade Category  |
| OPERATOR<br>STP                 | Skilled   | 1 | 25,625.00 | 170,406.25  | Endurance<br>Technologies Ltd.<br>Endurance<br>Technologies Ltd. |                | INCL WORK AWAY FROM<br>SHOP OR YARD UPTO 9<br>MTRS HEIGHT |
| OPERATOR<br>STP                 | Unskilled | 4 | 20,759.00 | 552 180 40  | I Endurance  |                | INCL WORK AWAY FROM<br>SHOP OR YARD UPTO 9<br>MTRS HEIGHT |
| OPERATOR<br>STP                 | Skilled   | 1 | 26,760.00 | 177 954 00  | Endurance<br>Technologies Ltd.<br>Endurance<br>Technologies Ltd. |                | INCL WORK AWAY FROM<br>SHOP OR YARD UPTO 9<br>MTRS HEIGHT |

### Subject of following clauses:

Special Condition:

Subject to terms and Conditions of Employees Compensation Insurance Policy attached herewith.

Territory: - INDIA

Jurisdiction: -

Subsidiaries: -

Particular Of Work: -OPERATION & MAINTENANCE OF SEWAGE EFFLUENT TREATEMENT PLANT

Location Of Risk: -Endurance Technologies Ltd. Plot No. 103/6, Halol Maswad Industrial Estate, Halol GIDC, Panchmahal -389350

Add-ons/Extension/Cover Details:-

**Underwriting Remarks** 

Medical Expenses Extension SI/Employee-Rs.50000

| Cover                  | Total SI (₹) | Premium(₹) |
|------------------------|--------------|------------|
| Basic Cover            | 900549.65    | 16913.22   |
| Medical Expenses Cover | 300000       | 2536.98    |

| Customer GST/UIN No.: | 24AAGCN9720K1Z7 | Office GST No.:     | 24AAACU5552C3ZN             |
|-----------------------|-----------------|---------------------|-----------------------------|
| SAC Code:             | 997139          | Invoice No. & Date: | 27241108737079 & 12/09/2024 |

OPERATION & MAINTENANCE OF SEWAGE EFFLUENT TREATEMENT PLANT

We hereby declare that though our aggregate turnover in any preceding financial year from 2017-18 onwards is more than the aggregate turnover notified under sub-rule (4) of rule 48, we are not required to prepare an invoice in terms of the provisions of the said sub-rule.

Anti Money Laundering Clause: -In the event of a claim under the policy exceeding \$\frac{\tau}{2}\$ 1 lakh or a claim for refund of premium exceeding \$\frac{\tau}{2}\$ 1 lakh, the insured will comply with the provisions of AML policy of the company. The AML policy is available in all our operating offices as well as Company's web site.

LET US JOIN THE FIGHT AGAINST CORRUPTION. PLEASE TAKE THE PLEDGE AT https://pledge.cvc.nic.in.

Date of Proposal and Declaration: 12/09/2024

Amount Subject to Reverse Charges-NIL

IN WITNESS WHEREOF, the undersigned being duly authorised has hereunto set his/her hand at BO HIMMATNAGAR 060705 on this 12th day of September ,2024

For United India Insurance Co. Ltd.

-

Affix Policy Stamp here.

Authorised Signatory.
Underwritten By - MUN30255 ( BO UW CUM CASHIER ) , Approved By - SON35275(RO UNDERWRITER NEW)

# EMPLOYEES COMPENSATION INSURANCE POLICY WORDINGS

WHEREAS the **Insured** by a Proposal which shall be the basis of this Contract and deemed to be incorporated herein, has applied to <u>UNITED INDIA INSURANCE COMPANY LIMITED</u> (hereinafter called "the Company") for the insurance hereinafter contained for the **Business** described in the **Schedule** and has paid or agreed to pay the premium stated in the **Schedule** as consideration for such insurance.

NOW THIS **POLICY** WITNESSETH, subject to the terms exceptions and conditions contained herein or endorsed hereon, that if at any time during the **Period of Insurance** any **Employee or Employees** of the **Insured** shall sustain **Injury** by accident arising out of and in the course of his employment in the **Business**, for which the **Insured** is liable to pay compensation under any Law(s) specified in the **Schedule**, then the Company shall indemnify the **Insured** upto the **Limit of Indemnity** against all sums for which the **Insured** shall be so liable, including costs and expenses for defending any such claim incurred with the Company's consent.

PROVIDED ALWAYS that in the event of any change in the Law(s) or the substitution of other legislation therefor, this **Policy** shall remain in force but the liability of the Company shall be limited to such sum as the Company would have been liable to pay if the Law(s) had remained unaltered.

Workmen's Compensation Act, 1923 and subsequent amendments of the said Act prior to the date of the issue of the Policy provided that the Insurance granted hereunder is not extended to include (i) any interest and/or penalty imposed on the Insured on account of his/their failure to comply with the requirements laid down under the W.C. Act, 1923.

#### DEFINITIONS

This Policy, the **Schedule** and any Clauses thereon shall be considered one document and any word or expression to which a specific meaning has been attached in Definitions bears that specific meaning wherever it appears in this Policy in bold typeface.

Business means the Business of the Insured as specified in the Schedule in respect of which this Policy is issued.

**Injury** means physical bodily injury including death resulting from such injury arising out of an accident but does not include any mental sickness, disease, **Occupational Disease**, unless caused by such physical bodily injury.

Insured means the person or organization specified in the Policy Schedule but does not include their Contractors or Sub Contractors.

Occupational Disease means any occupational disease or illness including but not limited to the diseases listed under Schedule III of the Employees' Compensation Act. 1923 contracted by an Employee due to employment in the Business.

Wages means the remuneration payable to an **Employee** by the **Insured** for the employment in the **Business** and includes any privilege or benefit which is capable of being estimated in money other than a travelling allowance or the value of any travelling concession or a contribution paid by the employer of an employee towards any pension or provident fund or a sum paid to an employee to cover any special expenses entailed on him by the nature of his employment;

Employee or Employees means such person or persons in direct employment under the Insured in the Business, but shall not include any person employed under a Contractor or Sub-Contractor of the Insured unless specifically shown as covered in the Schedule and by an endorsement.

Schedule means the Schedule attached to and forming part of this Policy.

**Period of Insurance** means the period for which this insurance is availed by the **Insured** as specified in the **Schedule**, unless cancelled earlier.

Limit of Indemnity means the maximum amount of indemnity as specified in the Schedule that will be provided under this Policy by the Company in respect of

- a) any particular claim by an **Employee** and
- b) all claims arising out of all accidents for any number of Employees during the Period of Insurance.

# **EXCLUSIONS**

This Policy shall not cover liability of the  ${\bf Insured}:$ 

- a) For **Injury** caused to **Employee** by accident directly or indirectly caused by or arising from or in consequence of or attributable to war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, mutiny, insurrection, rebellion, revolution or military or usurped power, nuclear weapons material, ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- b) Accident occurring at any other place than the Place or Places of Employment specified in the **Schedule**, unless the **Employee** was at such other place whilst on duty for the purpose of the **Business** and on the directions of the **Insured** or any of its official authorized to exercise control and supervision over the **Employee**.
- c) For Occupational Diseases contracted by an Employee unless the coverage is agreed by insurer subject to payment of additional premium.
- d) For interest and/or penalty imposed on the Insured under any law or otherwise.
- e) Under any Law for medical expenses in connection with treatment of any Injury sustained by an Employee
- f) For persons employed in the **Business** under a Contractor or Sub-Contractor of the Insured unless specifically covered in the **Schedule**

- g) For **Injury** sustained by person whilst in the employ of the **Insured** otherwise than in the **Business** and/or who has is not declared for insurance under this Policy.
- h) Assumed by agreement which would not have attached in the absence of such agreement
- i) For any sum which the **Insured** would have been entitled to recover from any party but for an agreement between the **Insured** and such party.
- j) For any accident occurring whilst the Employee is under the influence of intoxicating liquor or drugs.
- k) For any incapacity or death of an **Employee** resulting from his/her deliberate self-injury or the deliberate aggravation of an accidental **Injury**.

## **CONDITIONS**

- 1. **The Contract:** This **Policy** and the **Schedule** shall be read together as one contract and any word defined herein and shown in bold shall bear such specific meaning wherever it may appear in the **Policy** or the **Schedule**.
- 2. **Due Observance:** The due observance and fulfilment of the terms, conditions and endorsements of this **Policy** so far as they relate to anything to be done or not to be done by the **Insured** shall be condition precedent to any liability of the Company to make any payment under this **Policy**.
- 3. **Mis-representation/Non-Disclosure**: This Policy shall be void in the event of any mis-representation or non-disclosure in the Proposal and the **Insured** is deemed to warrant the truth and accuracy of the statements and answers in the Proposal which form the basis of this Policy.
- 4. **Written Communication**: Every notice or communication to be given or made under this **Policy** shall be delivered in writing to the Company.
- 5. Safeguards: The Insured shall take reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations, manufacturer's recommendations and other safety regulations in conduct of the Business.
- 6. Claim Intimation: In the event of any occurrence which may give rise to a claim under this Policy the Insured shall as soon as possible, and in any case within a period of thirty days of such occurrence, give notice thereof to the Company in writing with full particulars. Every letter claim writ summons and process shall be notified to the Company immediately on receipt. Notice shall also be given to the Company immediately the Insured shall have knowledge of any impending prosecution inquest or fatal enquiry in connection with any such occurrence as aforesaid.
- 7. **Company's Rights After Loss**: No admission offer promise or payment shall be made by or on behalf of the Insured without the consent of the Company which shall be entitled, without being obliged to do so, if it so desires to take over and conduct in his name the defence or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damages or otherwise and shall have full descretion in the conduct of any proceedings and in the settlement of any claim and the **Insured** shall give all such information and assistance as the Company may require.
- Declaration of Employees and Wages: It is clearly agreed and Understood that the Insured shall be bound at all times to
  declare all Employees and Wages payable in respect of such Employees on the basis of which the Premium for this Policy is
  calculated.

In case of increase in **Employees** or **Wages** subsequent to insurance, Insured shall keep the Company intimated and obtain Endorsement by payment of necessary additional premium.

The Insured shall as and when require by the Company permit inspection of its records to verify the Wages and Employees and shall also provide duly authenticated copies thereof if so required the Company.

- 9. **Average**: Notwithstanding anything contained hereinabove,
  - (i) a) If the number of Employees (whether on duty or otherwise) employed by the Insured on the date of accident is higher than the number covered under this Policy, the Company shall indemnify Insured's liability arising out of such accident, only in such proportion that the number of Employees covered bears to the Employees found employed on the date of accident.
    - b) If the amount of **Wages** declared for this insurance for all **Employees** is less than the actual Wages paid until date of accident, the Company shall be liable to indemnify on any claim only in proportion that the **Wages** declared bears to the **Wages** paid. For the purpose of this clause, the **Wages** declared shall be calculated proportionately for the period from commencement of Policy until date of accident for comparison with the actual **wages** paid during such period to determine applicability of this clause.
    - c) If the liability of the Insured for any claim by an Employee is determined on the basis of Wages higher than covered under this Policy, the Company shall be liable to indemnify only in proportion that the Wages covered under the Policy for the Employee/Employees bears to the Wages on the basis of which Insured is held liable. For the purpose of this clause, the Wages covered in respect of any Employee shall be deemed to be the average wage per Employee in the category under which the Employee falls as specified in the Schedule, unless actual Wages paid at the time of accident is substantiated by submission of documentary evidence to the Company.
  - (ii) If more than one of the above clauses is found applicable in respect of a claim, only such clause under which the liability of the Company is least shall be applied.

- Maintenance of record of Employees/Wages: The Insured undertakes to maintain an accurate record of the Employees and Wages in respect of the Business throughout the Period of Insurance, in compliance with all statutory requirements or otherwise, and allow the Company to inspect such records during or upon expiry of this Policy.
- Contribution: If at the time of the happening of an accident covered by this **Policy** there shall be any other insurance covering the same risk in respect of the **Employee** whether or not effected by the Insured, then the Company shall not be liable to contribute more than its rateable proportion of the amount that would otherwise be payable under this Policy.
- 12. **Cancellation:**The Company may at any time cancel the Policy on grounds of misrepresentation, fraud, non-disclosure of material fact or non-cooperation by the insured by sending fifteen days notice in writing by Registered A/D to the insured at his last known address in which case the Company shall return to the insured a proportion of the last premium corresponding to the unexpired period of insurance if no claim has been paid under the policy. The insured may at any time cancel this policy and in such event the Company shall allow refund of premium at Companys short period rates provided no claim has occurred upto the date of cancellation.
- 13. **Forfeiture:** If the Insured shall make any claim or connive in the making of any claim, knowing the claim to be false or fraudulent, the **Policy** shall become void and all claims will stand forfeited.

#### 14. **Arbitration:**

- a)If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) in respect of any claim, such difference shall independently of all other question be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator to a panel of three arbitrators to be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitration shall be governed by Indian law. The venue of arbitration shall be within India.
- b)It is clearly agreed and understood that no reference to arbitration can be made if the **Company** has either not admitted or has disputed liability in respect of any claim under or in respect of this **Policy**.
- c) In the event that these arbitration provisions shall be held to be invalid then all such disputes or differences shall be referred to the exclusive jurisdiction of the Indian Courts.
- d)It is further expressly agreed and declared that if the **Company** shall disclaim liability in respect of any claim and is not within 12 calendar months from the date of such disclaimer be made the subject matter of a suit or proceeding before a Court of law or any other forum, it shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
- 15. **Law and Jurisdiction**: It is hereby declared and agreed that this contract of insurance and all claims thereunder shall be governed by Indian Law and any legal proceeding in respect thereof shall be raised a competent court of India. All claims shall be paid in Indian Rupees only.

#### Coverage For medical Expenses

In consideration of the payment of an additional premium it is hereby understood and agreed that this Policy is extended to cover **Insured's** liability towards medical expenses for treatment of **Injury** arising out of accident in respect of which indemnity granted under this Policy otherwise applies.

Provided always that the liability of the Company under this endorsement shall be limited to \$\footnote{\coloredge}\$ 50000 in respect of each **Employee** per accident. And the aggregate liability of the Company for all accidents during the **Period of Insurance** to \$\footnote{\coloredge}\$ 0. Subject to otherwise to the terms, provisions and conditions of the within Policy.

# Communicable Disease Exclusion Clause:

- 1. Notwithstanding any provision, clause or term of this insurance contract to the contrary, this insurance Contract excludes any loss, cost, damage, liability, claim, fines, penalty or expense or any other amount of whatsoever nature, whether directly or indirectly and/or in whole or in part, related to, caused by, contributed to by, resulting from, as a result of, as a consequence of, attributable to, arising out of, arising under, in connection with, or in any way involving (this includes all other terms commonly used and/or understood to reflect or describe nexus and/or connection from one thing to another whether direct or indirect):
- 1.1 a Communicable Disease and/or the fear or threat (whether actual or perceived) of a Communicable Disease and/or the actual or alleged transmission of a Communicable Disease regardless of any other cause or event contributing and/or occurring concurrently or in any sequence thereto, and
- 1.2 a pandemic or epidemic, as declared by the World Health Organisation or any governmental authority.
- 2. As used herein, Communicable Disease means: any infectious, contagious or communicable substance or agent and/or any infectious, contagious or communicable disease which can be caused and/or transmitted by means of substance or agent where:
- 2.1 the disease includes, but is not limited an illness, sickness, condition or an interruption or disorder of body functions, systems or organs, and
- 2.2 the substance or agent includes, but is not limited to, a virus, bacterium, parasite, other organism or other micro-organism (whether asymptomatic or not); including any variation or mutation thereof, whether deemed living or not, and
- 2.3 the method of transmission, whether direct or indirect, includes but not limited to, airborne transmission, bodily fluid transmission, transmission through contact with human fluids, waste or the like, transmission from or to any surface or object, solid, liquid or gas or between organisms including between humans, animals, or from any animal to any human or from any human to any animal, and 2.4 the disease, substance or agent is such:
- 2.4.1 that causes or threatens damage or can cause or threaten damage to human health or human welfare, or
- 2.4.2 that causes or threatens damage to or can cause or threaten damage to, deterioration to, contamination of, loss of value of, loss of marketability of or loss of use or usefulness of, tangible or intangible property. For avoidance of doubt, Communicable Disease includes but is not limited to Coronavirus Disease 2019 (Covid -19) and any variation or mutation thereof.
- 3. For further avoidance of doubt, any contingent or other business interruption loss, cost, damage, loss of income, loss of use, increased cost of working and/or extra expense arising out of or attributable to:
- 3.1 any partial or complete closure of and/or slowdown in, including but not limited to any closure by or under the advisories of public, military, government or civil authorities, or any denial of access to insured premises, or customer and or supplier premises (including service / utility providers), or
- 3.2 change in consumer behaviour, or
- 3.3 an absence of infected employees or employees suspected of being infected shall not be covered by this insurance Contract.
- 4. For still further avoidance of doubt, loss, cost, damage, liability, claim, fines, penalty or expense or any other amount excluded hereby, includes but is not limited to any cost to identify, clean-up, detoxify, disinfect, decontaminate, mitigate, remove, evacuate, repair, replace, monitor, sanitize or test: (1) for a Communicable Disease or (2) any tangible or intangible property covered by this [insurance Contract] that is affected by such Communicable Disease.
- 5. It is clarified that (1) no other prior, concurrent or subsequent provision, clause, term or exception of this insurance Contract (including

(but not limited to) any prior, concurrent or subsequent endorsement and/or any provision, clause, term, buy back or exception that operates, or is intended to operate, to extend the coverage of, or protections provided by, this insurance Contract] by whatever name called like any coverage extension, additional coverage, global extension, exception to any exclusion); (2) any change in the law, clause or similar provision; (3) any follow the fortunes clause or similar provision; and/or (4) no change in the law or any regulation (to the extent permitted by applicable law), shall operate to provide any insurance, coverage or protection under this insurance Contract that would otherwise be excluded through the exclusion set forth in this [Endorsement][Clause].

6. If the insurer alleges that by reason of this [Endorsement][Clause] any amount is not covered by this insurance Contract the burden of proving the contrary shall rest in the insured.

### Pandemic / Epidemic Specific Exclusion Clause:

Notwithstanding any provision, clause or term of this Contract, this insurance Contract excludes any first party and/or third party actual or alleged loss, injury, sickness, disease, death, medical payment, defence cost, cost, damage, liability, claim, fines, penalty, compensation, expenses or any amount of whatsoever nature, whether directly or indirectly and/or in whole or in part, arising out of (this includes all other terms commonly used and/or understood to reflect or describe, direct or indirect nexus and/or connection between one thing and another), intentional or unintentional violation of

- a. The provisions of Disaster Management Act, 2005 as amended from time to time b. The provisions of The Epidemic Diseases Act 1897 as amended from time to time
- c. The provisions of any act dealing with public health and/or public safety
- d. The rules, regulations, orders, guidelines, policies, notification etc issued from time to time under any of the above acts.

'Policy form - Claims made with right to defend.'

(ARCHIVED POLICY)