



सत्यमेव जयते

INDIA NON JUDICIAL
Government of Gujarat
Certificate of Stamp Duty

Certificate No. : IN-GJ40879114441777T
Certificate Issued Date : 08-Apr-2021 12:43 PM
Account Reference : IMPACC (CS)/ gj13327419/ BARODA/ GJ-BA
Unique Doc. Reference : SUBIN-GJGJ1332741917721408948151T
Purchased by : HITENDRA K UPADHYAY
Description of Document : Article 5(h) Agreement (not otherwise provided for)
Description : AGREEMENT FOR SERVICES
Consideration Price (Rs.) : 0
(Zero)
First Party : ENDURANCE TECHNOLOGIES LIMITED
Second Party : KRUTARTH ENVIRO AND LEGAL SOLUTION
Stamp Duty Paid By : ENDURANCE TECHNOLOGIES LIMITED
Stamp Duty Amount(Rs.) : 300
(Three Hundred only)



LB0014964707

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcleatamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

AGREEMENT FOR SERVICES

This Agreement for Services ("Agreement") is made on this 08th April, 2021.

BETWEEN

ENDURANCE TECHNOLOGIES LIMITED, a Company incorporated under the Companies Act, 1956 and having its Registered Office at Plot No.E92, MIDC Industrial Area, Waluj Aurangabad, - 431136, Maharashtra (hereinafter referred to as "Endurance" or "Company", which expression shall unless repugnant to the subject or context thereof shall mean and include its successors and permitted assigns) of the One Part.

AND

KRUTARTH ENVIRO & LEGAL SOLUTION, a proprietary concern existing under the laws of India and registered under the Udyog Aadhar scheme of the Government of India, bearing registration number GJ24A0037454 and having its Office at 4th Floor, 27/S 9 Square, Near Lilleria Party Plot, Sama Savli Road, Vadodara, Gujarat - 390024 (hereinafter for the sake of brevity & convenience referred to and called as "**Service Provider**" which



expression shall, unless repugnant to or inconsistent with the context thereof, mean and include its successor/s, liquidator/s etc.)

Endurance or Company and Service Provider are hereinafter collectively referred to as "Parties" and individually as a "Party".

WHEREAS Endurance is inter-alia engaged in the business of designing, engineering, manufacturing and selling automotive components for two, three and four wheelers.

AND WHEREAS the Service Provider is engaged in the profession of providing independent consultancy services related to operation & maintenance of the effluent treatment plant & sewage treatment plant.

AND WHEREAS, the Company intends to avail services related to operation and maintenance of Effluent Treatment Plant (ETP), Ultra Filtration (UF), Reverse Osmosis (RO) plants, Sewage Treatment Plant (STP) , Coolant Treatment Plant (CTP) & Drinking Water (RO) (hereinafter referred to as "Services") installed at the Company's manufacturing plant situated at Plot No.E-4 & E-21, Sanand GIDC Phase-II, Sanand-382110, Ahemdabad, Gujarat, (hereinafter referred to as "Sanand Plant").

AND WHEREAS the Service Provider has represented to the Company that it has the requisite skills, expertise, trained personnel and infrastructure to provide the necessary Services.

AND WHEREAS relying on the assurances and representations made by the Service Provider, the Company is desirous of availing the Services from the Service Provider for its Sanand Plant on following terms and conditions:

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. **SCOPE OF SERVICE:** The Service Provider shall provide the Services as detailed in Annexure 1 of this Agreement.
2. **TERM:** This Agreement shall be in force for a period from 1st April, 2021 to 31st March, 2022.
3. **CONSIDERATION:** For providing the Services as mentioned hereinabove, the Company shall pay to the Service Provider as per Annexure 2 of this Agreement.
4. **RELATIONSHIP:**
 - a. The Service Provider and the Company are entering into this Agreement on principal to principal basis and neither Party shall represent the other in any other manner whatsoever. Further it is made abundantly clear to the Service Provider and agreed & accepted by and between the Parties that there is no employee-employer relationship or any other relationship of such nature between Company and Service Provider and its employees, sub-contractor(s), agent(s), representative(s) and vendor(s). Any reference to Service Provider's employees, sub-contractor(s), agent(s), representative(s) vendor(s) in this Agreement shall not be deemed to be resulting into employee-employer relationship or any other relationship of such nature between Company and Service Provider's , its employees and employees of sub-contractor(s), agent(s), representative(s) and vendor(s). Service Provider and its sub-contractor(s), agent(s), representative(s) and vendor(s). Service Provider in his/its best endeavor and capacity would try to maintain harmonious relationship with his/its employees.
 - b. It is explicitly agreed between the Parties that there is no privity of contract whatsoever between Company and the employees of the Service Provider and its sub-contractor(s), agent(s), representative(s) and vendor(s). The entire work of the employees of the Service Provider and /or its sub-contractor(s), agent(s),



N. K. Khat

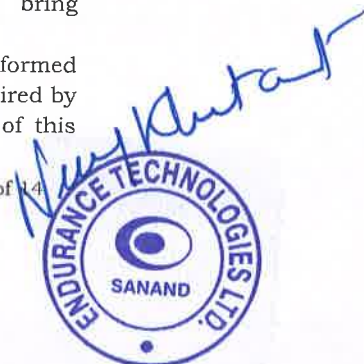
- representative(s) and vendor(s) shall be supervised and controlled by the Service Provider and/or its/his supervisors without any interference of Company.
- c. The resources deployed, under any name whatsoever, employed by the Service Provider for providing the Services shall have No right to employment in the Company.

5. REPRESENTATIONS OF SERVICE PROVIDER: Service Provider hereby represents that:

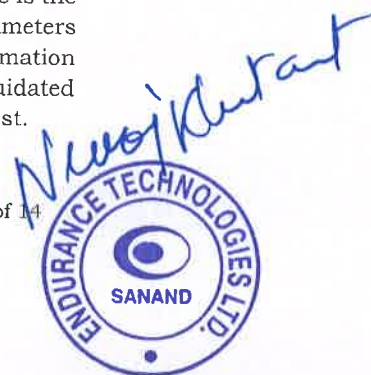
- a. Service Provider has all valid licenses/ permissions under all applicable laws and prescribed by the Statutory and Government Authority required for performance under this Agreement and shall keep all such licenses/ permissions valid, at all times, and shall strictly comply with such licenses/ permissions, during subsistence of this Agreement.
- b. Service Provider (including its employees/ sub-contractor(s)/ agent(s)/representative(s)/vendor(s) agents/representatives) have all the requisite manpower, educational qualification/skills/knowledge/experience/certification and infrastructure for providing Services as mentioned in this Agreement.
- c. There is no restriction on Service Provider to enter into this Agreement, from any third party.
- d. The Service Provider is signing this Agreement with free will and accord.
- e. Service Provider hereby represents that he and none of his relative is directly or indirectly interested or working as employee in the Company.
- f. The Service Provider is in compliance with all the laws, rules and regulations as are applicable to his business and no litigation is pending against him which creates an embargo on the Service Provider to provide the Services as covered under this Agreement.
- g. Service Provider undertakes that he and his employees/ sub-contractor/ agents/representatives/vendor will strictly follow and comply with the rules regulations and standard operating procedure defined by the Ministry Home Affairs, Government of India and the Company, to avoid the spread of COVID-19.

6. COVENANTS OF SERVICE PROVIDER: The Service Provider hereby agrees, undertakes and promises that:

- a. Service Provider shall strictly follow the rules and regulations intimated by Company from time to time during the tenure of the Agreement.
- b. Service Provider shall be solely liable for death, injury, accident, illness to Service Provider's employee(s) and employees of Service Provider's sub-contractor(s), agents(s)/representatives/vendor(s) which may arise out of and in the course of their duties whether on Company's premises or during travel or due to any viral infection like COVID-19 and in the event that the Company is made liable to pay any damages or compensation in respect of such employee(s) as mentioned above, the Service Provider hereby agrees to reimburse, 'merely on demand and without demur' to the Company such damages or compensation.
- c. Service Provider shall at its own cost obtain adequate insurance coverage for its all employee(s) and shall ensure that its sub-contractor(s), agents(s), representative(s) and vendor(s) also obtain adequate insurance coverage for all its employees, engaged in providing the Services, under the Employees Compensation Insurance Policy, Employees State Insurance Scheme, Personal accident, health/medical etc. The Service Provider further agrees to and shall ensure that its sub-contractor(s), agents(s), representative(s) and vendor(s), maintain all such insurance policies during the period of this Agreement. Service Provider further agrees to provide copies of such insurance policies to the Company as and when required.
- d. The Service Provider shall not engage/employ child labour nor shall any of its employees, sub-contractor(s), agent(s), representative(s) and vendor(s) bring children along with them during the performance of the Services.
- e. Service Provider shall ensure that the Services under this Agreement are performed diligently, promptly and with utmost care and thoroughness as may be desired by the Company. The Service Provider shall at all times, during the term of this



- Agreement comply with the safety and security policies and procedures and the Company's Code of Code of Conduct.
- f. The Service Provider shall be responsible for complying with all statutory and legal requirements and all other laws rules, regulations and by-laws there under as are applicable or may become applicable from time to time to the Service provided by the Service Provider and/or its sub-contractor(s), agents(s), representative(s) and vendor(s) under this Agreement and shall obtain necessary registrations, licenses approvals and sanctions as are required under applicable laws.
 - g. During the term of this Agreement and after expiry or termination of this Agreement the employment of all staff and employees, sub-contractor(s), agents(s), representative(s) and vendor(s) engaged by the Service Provider, their wages, dues and all claims shall be the responsibility of the Service Provider.
 - h. Service Provider confirms that person executing this Agreement has the authority to execute this Agreement on behalf of the Service Provider and this Agreement shall not be affected by any resignation/ termination/ separation of person executing the document or change in the constitution of Service Provider.
 - i. The Service Provider shall solely and exclusively be responsible and liable to comply with all applicable provisions of any acts, rules, regulations, codes and all its statutory payments throughout the period of this Agreement and also the dues and terminal benefits on expiry or termination of this Agreement to his employees, in all categories, including salary, wages, bonus, provident fund, gratuity, maternity benefits, and any other contributions prescribed by law and compensations under Industrial Disputes Act, Employees Provident Funds and Miscellaneous Provisions Act, Minimum wages Act, Payment of Wages Act, Employees' State Insurance Act, Employees Workmen's Compensation Act, Employees' Pension Scheme etc. The Service Provider shall be solely liable to face civil or criminal action that the Government, Municipal, Local authorities or private persons/firms may take against him, due to his or his employees, sub-contractor(s), agents(s), representative(s) and vendor(s) default, non-compliance or and shall indemnify and pay to the Company, on demand without demur and save loss suffered by the Company and in case Company is required to pay the same or Company is made a party to such proceedings and Company shall have the right to recover from the Service Provider all costs, fees, compensations and damages paid, loss suffered or penalties paid by Company and/or its officer/s in all types of complaints, complaints, petitions, claims, actions, proceedings, hearings, etc.
 - j. The Service Provider and its sub-contractor(s), agents(s), representative(s) and vendor(s) shall observe and follow all the safety rules/regulations and shall take every precautions to avoid any accident or cause of threat to life and property while performing the work Services under this Agreement. In the event of any accident takes place and if Company is to suffer any loss or damage of any nature then the Service Provider shall indemnify and keep Company indemnified against any loss/damage that may be suffered by Company. The Service Provider shall ensure that his employees do not enter in any other area/s other than work place under this agreement and shall further be responsible for all the acts, deeds, actions of his employees.
 - k. The Service Provider and its sub-contractor(s), agents(s), representative(s) and vendor(s) are empowered to execute and ensure the adherence of compliance under the Factories Act, 1948 for safety of his persons engaged and working for Company within its premises. The Company by using its due diligence, to enforce the compliance of Factories Act, authorizes the Service Provider to take care of his persons for their safety while working for and within the premises of the Company.
7. **LIQUIDATED DAMAGES:** It is expressly agreed by the Service Provider that time is the essence of this contract and that in the event of failure to meet the agreed parameters and if such failure is not corrected within a week from the date of receipt of information by the Service Provider, the Company reserves the right to levy a reasonable liquidated damages on the Service Provider, which the Service Provider agrees not to contest.



- 8. INDEMNIFICATION:** Service Provider (including its employees/sub-contractor representative/ agents/vendor of Service Provider) hereby agrees and undertakes to indemnify and keep the Company including its directors, managers, employees and representatives indemnified forever from and against all losses, damages, costs, expenses, charges, fines etc.:
- arising out of breach of any of the representation or terms and/or conditions of this Agreement by the Service Provider;
 - owing to any claim/s, demand/s, made or suit/s, dispute/s, litigation/s, proceeding/s initiated against the Company by the employees/ sub-contractor/ representative/agents/vendor of the Service Provider for any reason whatsoever;
 - owing to any claim/s, demand/s, made or suit/s, dispute/s, litigation/s, proceeding/s initiated by any third party/Government, Statutory Authority, Tax Authority or any other body against the Company due to any statutory non-compliance, contravention of applicable laws by the Service Provider;
 - Damages to the any property of the Company/third party due to act of the employees/ sub-contractor/representative/agents/vendor of the Service Provider.
 - Against all claims including but not limited to Employees Compensation Insurance Policy, Employees State Insurance Scheme, Personal Accident, health/medicine etc.
 - Service Provider agrees to indemnify the Company on its first demand without any demur.
- 9. DEDUCTIONS:** In addition to all legal rights and remedies available to the Company, the Company shall be entitled to deduct or withhold appropriate amounts from the monthly bills towards the costs/expenses incurred or any damage suffered by Company due including but not limited any of the following reasons:
- breach of any of the terms/conditions/responsibilities as mentioned in this Agreement by the Service Provider;
 - deficiency, delay in performance of the Services under this Agreement, by Service Provider;
 - breach or violation of any provisions of applicable laws by the Service Provider;
 - Any misconduct by any employee/sub-contractor/representative/agents/vendor of the Service Provider.
 - Any amount recoverable under the above mentioned indemnification clause.
 - If the deduction is not sufficient the Service Provider shall pay the balance amount on first demand of the Company without any demur.
- 10. TERMINATION:** This Agreement may be terminated by the Company by giving Thirty (30) days prior notice in writing to Service Provider. The Service Provider can terminate this Agreement by giving Ninety (90) days advance notice to the Company.
- 11. ADDITIONAL RIGHT OF TERMINATION TO COMPANY:** The Company may terminate this Agreement without any notice whatsoever to the Service Provider in any of the following events:
- If Service Provider makes a general arrangement for the benefit of his financial/operational creditors, or if a receiver or trustee of property of the Service Provider is appointed, or in case of insolvency of the Service Provider, or in case an application is made to have the Service Provider declared insolvent.
 - Service Provider violates/commits the breach of any of the terms and conditions of this Agreement and/or acts in violation of any business standards, Company's Code of Conduct or any other procedure stipulated and postulated in this Agreement or in violation of any prevailing law.
 - If in the opinion of the Company the Service Provider (including its sub-contractor(s)/employee(s)/representative(s)/agent(s)/vendor(s) is/are found guilty of misappropriation/damage of Company's property.
 - If there is any change in control/ownership of the Service Provider or sale of business and the Company thinks that such change is detrimental in the interest of the Company.



12. EFFECTS OF EXPIRY OR TERMINATION:

- I. Service Provider shall with immediate effect:
 - a. Stop all work/activities Service Provider shall with immediate effect stop all work/activities and jointly with Company workout the claim of each party against the other.
 - b. Remove all its persons from the premises of the Company
 - c. Return all confidential information to the Company without retaining any copy of the same.
- II. Company shall, however, be entitled to deduct whatever sums from the amounts due to the Service Provider in accordance with this Agreement and/or any other terms separately agreed upon.

13. CONFIDENTIALITY:

- a. Service Provider undertakes to strictly maintain the confidentiality of all the Company's information including but not limited to trade secrets, all business, technical, manufacturing, marketing, sales, financial or other confidential and proprietary information and know how (collectively referred to herein as "Data") disclosed to it and/or made available to it and/or received by it from Company during the term of the Agreement.
- b. The Service Provider also accepts the responsibility to control access to the Data and any violation or failure to meet the guidelines would be cause for termination of this Agreement. When performing Services, the Service Provider shall require its employees, agents/sub-contractors /representative/vendor to adhere to all of the Data security rules established by the Company, from time to time. It shall be the Service Provider's responsibility to know these rules and apply the same while using any such Data. It shall also be the Service Provider's responsibility, at no additional cost to Company, to train and update its employees on these rules.
- c. As part of the Services, Service Provider shall be responsible for the implementation and maintenance of safeguards against, the destruction, loss or alteration of Company Data. In the event Service Provider or Service Provider's agents discover or are notified of any breach or potential material breach of security of Company Data, Service Provider shall immediately (1) notify the Company representative of the same and (2) if Company data was in the possession of Service Provider or the Service Provider's agents, as part of the Services, Service Provider shall investigate the breach, or potential breach, and provide Company with a complete and accurate written report of said investigation.
- d. The confidentiality obligations shall survive for the period of 5 years after the expiry or early termination of the Agreement. Upon termination of the Agreement, the Consultant shall immediately return all confidential information to Endurance or destroy the same and submit an affidavit/certificate to this effect to the Company.

- 14. INTELLECTUAL PROPERTY RIGHTS:** All right, title and interest in all Intellectual Property which the Service Provider (including employees/representative/agents of Service Provider) shall conceive or originate, if any, either individually or jointly with others, and which arise out of the performance of the Services under this Agreement shall be the property of Company and is by this Agreement assigned to the Company. Service Provider (including employees/representative/agents of Service Provider) agree to cooperate with Company and to execute all necessary documents to assist the Company in obtaining and registering such Intellectual Property Rights in any and all countries.

- 15. COMPANY LOGO AND NAME:** Service Provider and its sub-contractor(s), agents(s), representative(s) and vendor(s) are strictly prohibited from using the logo and trademark of the Company, without prior written permission. This clause shall survive the termination of this Agreement.

- 16. DISCLAIMER:** No act or omission of Company with respect to the work of the Service Provider shall be presumed or deemed to be ratification of any of the unauthorized acts



or omission of the Service Provider, unless specifically ratified in writing to that effect by Company. Thus, Service Provider shall not presume any ratification by the Company by way of implication.

- 17. NON-SOLICITATION:** Service Provider shall not during the period of this Agreement and for two years after the expiry or termination of this Agreement, hire, solicit, or cause to be solicited the employment of any employee of Company, without the prior written consent of the Company.
- 18. LIMITATION OF LIABILITY:** EXCEPT FOR THE PAYMENT OF SERVICE FEES/CONSIDERATION AS MENTIONED IN THIS AGREEMENT, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DIRECT AND/OR SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY, ARISING IN ANY WAY OUT OF THIS AGREEMENT.
- 19. SECURITIES LAWS:** Service Provider is aware and shall advise their respective employees, sub-contractors, agents, representatives and vendor of the restrictions imposed by the securities laws of India, on the purchase or sale of securities by any person that has received material, non-public information from the Company of its securities or of its customer and regarding the communication of such information to any other person when it is reasonably foreseeable that such other person is likely to purchase or sell such securities in reliance upon such information. In particular, any such party or person who becomes aware of or comes in possession of material, non-public information of the Company or its customer shall not pass on / share / disclose any such information to any other party or persons or give any advice based on the available information and shall not trade in the securities of the Company or its customer based on such information.
- 20. NO UNETHICAL PRACTICES:** Service Provider (including employees/ representative/ sub-contractor/agents/vendor of Service Provider) shall not directly or indirectly involve in any corrupt practices and shall ensure that his sub-contractor(s), agents(s), representative(s) and vendor(s) also refrain from corrupt practices. The corrupt practices, without prejudice to generality would include – giving cash, gifts, concessions, benefits, etc. of any value to any Government, Semi-Government official(s) or officials of the Company or any person for getting the work done expeditiously or out of turn or otherwise. The Service Provider understands and agrees that the Company has a zero tolerance towards the unethical and corrupt practices. In the event if the Service Provider is found to be in breach of this clause, the Company shall be entitled to terminate this Agreement with immediate effect and without any liability to the Service Provider.
- 21. SUCCESSORS:** This Agreement binds the heirs, executors, administrators and permitted assigns of the Service Provider with respect of all covenants herein and cannot be changed except by written consent of both Parties.
- 22. ASSIGNMENT:**
- In the event of a reorganization, merger, or acquisition or related activity in which the Service Provider passes management control to other owners, its rights under this Agreement, the Company reserves the right to review the terms of the Agreement. The Company reserves the right to terminate the Agreement in case of such re-organization, if in its opinion the arrangement is not in the best interest of the Company.
 - The Service Provider shall not transfer or assign this Agreement or right or obligation it to any other person, firm, company or entity without the Company's written consent and any such assignment without obtaining Company's prior written consent shall be rendered void and not bind the Company. If the assignment is by operation of law, the Company has the right to terminate the Agreement and the



- Service Provider shall be liable to compensate the Company for any damages suffered by the Company for the remainder of the agreed tenure of the Agreement.
- c. The Service Provider shall not appoint any sub-contractor to render the services as mentioned in Annexure A without obtaining prior written approval from the Company.
- d. Nothing contained herein shall prevent the use by or the assignment of this Agreement by the Company to its parent body or any of its affiliates or subsidiaries.
- 23. MODIFICATIONS:** The terms and conditions of this Agreement may be modified in writing signed by both the Parties and annexed to this Agreement.
- 24. NEGOTIATION & ARBITRATION:** In the event of any dispute between the Parties in respect of and arising out of this Agreement, the Parties may first make an attempt to negotiate the same by involving higher management personnel of each party in non-binding amicable Negotiations. Any dispute not settled by amicable settlement between the Parties within 30 days of reporting the same then the said dispute shall be submitted by either Party to Arbitration by a Sole Arbitrator to be appointed by Company. The venue of Arbitration shall be Ahmedabad, Gujarat. Language of Arbitration proceeding shall be English only and the arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and amendments thereto and any rules made thereunder. The award of Arbitrator shall be final and binding on Parties. The Service Provider shall not challenge the Award of the Arbitrator. Each Party shall bear its own costs and expenses related to the arbitration and legal proceedings.
- 25. WARRANTY:** Both the Parties declare and warrant to each other that they have full right and authority to enter into this Agreement without any restriction under any statute.
- 26. GOVERNING LAW AND REMEDIES:** The laws of India shall govern the validity, performance and construction of this Agreement. Subject to the arbitration provisions mentioned herein, all disputes arising out of this Agreement shall be referred to the exclusive jurisdiction of the courts at Ahmedabad, Gujarat, India.
- 27. NO WAIVER OR ELECTION:** None of the provisions or rights available under this agreement shall be considered to be waived by Company unless waiver is given in writing to Service Provider.
- 28. ADVERTISING, NONDISCLOSURE OF CONTENTS OF AGREEMENT/ WORK ORDER:** Service Provider shall not, without first obtaining the written consent of Company, in any manner advertise, publicize, publish or otherwise draw attention to the fact that Service Provider has furnished or contracted to provide the Services mentioned in this Agreement, or disclose any of the details connected with this Agreement to any third party except as required for performance of this Agreement. The terms of this clause shall survive the termination of this Agreement for any reason.
- 29. SEVERABILITY:** If any part of this Agreement is held by any court of competent jurisdiction to be unenforceable or as invalid or illegal, such part shall be treated as being severable from the remainder of this Agreement and the same shall not affect the other provisions of this Agreement and this Agreement will be construed in all respects as if such invalid and / or unenforceable provision were omitted.
- 30. ENTIRE AGREEMENT:** This Agreement constitutes the entire complete understanding and agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements, discussions, negotiations and communications whether oral or written.



31. FORCE MAJEURE: If the whole or any part of the performance of the respective obligations of the Parties hereunder is prevented or delayed due to an act of God, fire, earthquake, flood, drought, storms, cyclones, hurricanes, strike, lockout, labour problems, terrorist activities, riots, pandemic, embargoes, government and statutory order(s) or any circumstances beyond the control of either party (Force Majeure event), then to the extent either Party shall be prevented or delayed from performing all or any part of their respective obligations under this Agreement despite due diligence and reasonable efforts to do so, then such Party shall be excused from performance hereunder for so long as reasons of Force Majeure event shall continue to prevent or delay such performance. In the event of occurrence of any Force Majeure event, the affected Party shall within a reasonable time, inform the other Party of such Force Majeure event by giving a written notice mentioning the effect of such Force Majeure events on its obligations under this Agreement. If the Force Majeure event continues for an period exceeding one month, each Party shall have right to terminate this Agreement forthwith without any further notice.

32. NOTICES: All notices required to be given pursuant to this Agreement shall be made in writing and be personally served or deposited or sent by registered post addressed as set out below or to such other address as such Party shall have specified in writing to the other Party, with a copy to the Legal Department of such Party.

A) Endurance-

Name: Mr. Neeraj Khetawat

Address: Plot E4 & E21, GIDC Phase II, Sanand, Ahmedabad – 382110, Gujarat

Contact No: 9909341235

Email ID: nksinghal@endurance.co.in

B) KRUTARTH ENVIRO & LEGAL SOLUTIONS

Mr. Maulik Pandya Proprietor

4th Floor, 27/ S9 Square,

Near Lilleria Party Plot,

Sama Savli Road, Vadodara- 390024

Email: krutarthenviro@gmail.com

Mobile: 9909924687

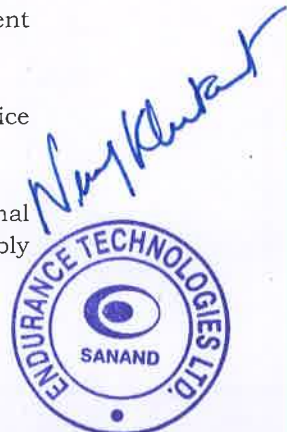
33. SURVIVAL: Notwithstanding anything contained herein, any terms and conditions; rights, responsibilities and obligations; warranties and representations, which by their nature survive termination or expiration of the Agreement, shall remain in effect even after expiry or termination of this Agreement. In case a specific period of such survival is prescribed under a particular provision, such provision shall survive the expiry or termination for such period only. In case of expiration / termination of this agreement, Service Provider's liability to indemnify Company as mentioned in this Agreement shall survive despite such termination or expiration.

34. HEADINGS/CAPTIONS: All indices, titles, subject headings, clause titles and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive or definitive or to affect the meaning, content or scope of this Agreement.

35. SCHEDULES, ANNEXURES, AND SUPPLEMENTS ETC.: All Schedules, Annexure, Supplements or any papers, documents attached and/or annexed to this Agreement shall form an integral part of this Agreement.

36. COUNTERPART: Company shall retain the original copy of this Agreement & Service Provider shall be given the duplicate thereof.

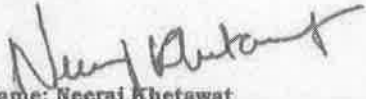


37. FURTHER ASSURANCES: The Parties shall execute and deliver such additional documents and shall cause such additional action to be taken as may be reasonably necessary to carry out the purpose and intent of this Agreement.

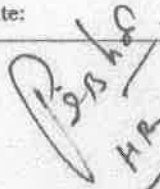


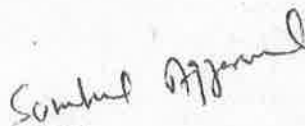
38. INTERPRETATION: In this Agreement;

- a. words imparting singular shall include plural and vice versa.
- b. words imparting the masculine gender shall include feminine gender.
- c. words imparting persons shall include bodies corporate.
- d. the words include and including are to be considered without limitation.
- e. any reference to statutory provisions/laws shall include modifications/changes from time to time.

IN WITNESS WHEREOF the parties hereunto have put their respective hands the day and year first hereinabove mentioned.

For ENDURANCE TECHNOLOGIES LIMITED  Name: Neeraj Khetawat Designation: Plant Head Witness: Mr. Mahendra Pratap Address: Plot No. E-4&E-21, Sanand GIDC Phase-II, Sanand-382110, Ahmedabad, Gujarat, Date: _____ Place: _____	For KRUTARTH ENVIRO & LEGAL SOLUTIONS  Name: Maulik Pandeya Designation: Proprietor  Witness: _____ Address: 4th Floor, 27/ S9 Square, Near Lilleria Party Plot, Sama Savli Road, Vadodara- 390024 Date: _____ Place: _____
---	---

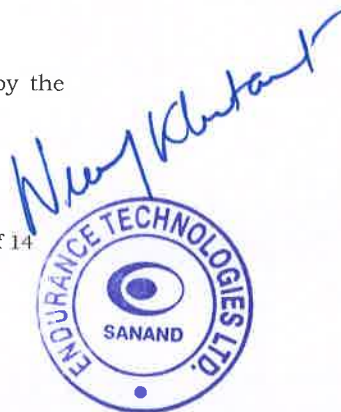

H.P.
(PRATIL & BHOJ)


CBH

ANNEXURE I
SCOPE OF WORK

The Service Provider hereby agrees to avail following services from the Company.

01. For providing the Services, the Service Provider shall depute 8 trained operators who can operate and maintain Effluent Treatment Plant (ETP), Ultra Filtration (UF), Reverse Osmosis (RO) plants, Sewage Treatment Plant (STP), Coolant Treatment Plant (CTP) & Drinking Water (RO) (hereinafter referred to as "Plants") for 24 hours a day (i.e. 2 operators in 1st, 2nd & 3rd shifts and 2 operators as a relievers) and the said operators so deputed by the Service Provider will be responsible for day to day operation of ETP, STP and the RO Plant installed at the Premises including activities like PH correction, pumps operations, chemical addition & preparation, cleaning the area i.e. Housekeeping etc.. The Service Provider shall also be responsible for keeping records related to basic lab parameters, pump operation, chemical consumption. The Service Provider shall also provide one skilled supervisor cum chemist in general shift who shall be responsible for proper quality treatment to effluent and smooth operation of plant. The supervisor shall carry out various analysis as per required parameters at the Premises.
02. The Operator deputed by the Service Provider shall collect sludge from filter press and tank on daily basis and put it in sludge drying bed and after drying shall keep it in identified sludge storage area.
03. In case of any breakdown of the ETP, STP or RO plant, the Service Provider shall immediately attend the complaints raised/reported by the Company.
04. Service Provider shall maintain the ETP & STP plant throughout the term of the Agreement. The agreed contract amount is inclusive of all incidental expenses excluding governmental fees, spare parts, if placed by you will be paid by us on warranty basis on submission of bills.
05. Service Provider agrees that he shall be solely responsible for timely rendering of the Services and should maintain zero service complaints, however, in case of continuous lapses in the Services, such lapses shall be escalated to the higher level of the Service Provider. The solution to the service complaints shall be agreed and shall bind the Parties to the Agreement
06. Service Provider agrees that in case of any persistent complaints with Gujarat Pollution Control Board (GPCB) or GIDC regarding deviation in standard operation/ smooth functioning of ETP/STP or any other services provided by the Service Provider the Company shall, at their sole discretion, be entitled to deduct amount from the bill as penalty for the relevant period, towards penalty for such dissatisfactory services.
07. Service Provider shall keep the ETP & STP Plant area in neat & clean condition as per our norms & requirement.
08. The Service Provider shall carry out the maintenance like oil filling, gland filling, greasing, cleaning of suction pipeline etc.
09. Service Provider's senior management members shall make at least four visits per month to the ETP plant to monitor the functioning of the same and record the observations in the log book.
10. For any absence of Operator on duty for any reason other operator with same skill set shall be made available at ETP & STP plant otherwise deductions to be at actual of attendance.
11. Service Provider shall liaison with Gujarat Pollution Control Board for issues related to pollution control.
12. Responsibilities of the Supervisor cum Chemist & Operators to be provided by the Service Provider:



- The Supervisor cum Chemist deputed should be an individual with environmental engineering or science background.
- The Supervisor cum Chemist must have thorough understanding of unit operations and application of microbiology and environmental chemistry in the effluent/ sewage treatment.
- The Supervisor cum Chemist should be able to take decisions to divert / bypass/ distribute the flow in the event of disruptions / breakdown of mechanical or electrical equipment until resumption is in place and repairs / replacements are successfully carried out.
- The Supervisor cum Chemist should understand and be able to plan a forecast and use of chemicals / nutrients for the plant operations and the laboratory.
- The Supervisor cum Chemist should be well versed in working out dosages of chemicals and nutrients based on the raw effluent quality and change it as the treatment progresses and results start forthcoming.
- The Supervisor cum Chemists should prepare a weekly roster of duties for each individual and broadly lay down in writing the duties and responsibilities of each category of staff under him.
- The Supervisor cum Chemist should ensure that the operator on plant should get rotated in various shifts during each month.
- The Supervisor cum Chemist will be responsible to ensure that the ETP & STP Plant Log Book, records, External Lab reports and all other documents to be maintained for the smooth function of operation and maintenance of ETP/STP & Coolant Plant.
- The Supervisor cum Chemist shall keep the track of inventory required for ETP & STP Plant Operation maintained in plant for storeroom by stores and spare parts inventory by maintenance department: **It includes** a list of critical replacement parts that may have long delivery times **associated** with them. Contact details of manufacturers or dealers of various equipment used in the installation, which are located nearby is helpful in seeking recommendations/ guidance. The Supervisor cum Chemist should ensure where the spares are to be stored and ensure optimize spare parts inventory and keep track of spares, supplies and lubricants.
- ETP & STP Plant Operator(s): should comprise a team of qualified / trained operators who work in shifts in operating and maintaining screens, grit removal devices, pumps, aerators, valves, etc. in directing the effluent and settled sludge to various units for / after treatment.
- They should be able to sense troubles and act as ears and eyes of the Supervisor.
- They should also assist the electrical/mechanical maintenance technician(s) in carrying out the preventive and breakdown maintenance tasks.
- To assist for up keeping and maintenance of the various units, structures, areas, floors, rooms, equipment, tanks, vessels, beds etc. and removal, loading, haulage/carriage of wastes, screenings, stores and chemicals and other such material as the need be.
- ETP & STP plant Operators need to have the mechanical aptitude and should have knowledge of basic mathematics, chemistry, and biology.
- They must have the ability to apply data to formulas prescribing treatment requirements, flow levels, and concentration levels.
- ETP & STP Plant Supervisor & Operators should familiarize themselves with all these documents to ensure proper planning and execution of Operation & Maintenance activities.
- ETP and STP supervisor should do daily analysis of samples for parameters pH, BOD, COD, TSS, TDS, Chloride, Sulphate, Oil and Grease in ETP lab.
- ETP & STP operator will be responsible for monitoring of day to day operation of RO plant.
- They shall keep the area near ETP, STP and RO plant neat and clean as per required standards.

13. Service Provider should follow following mentioned schedule of Cleaning & Preventive Maintenance activities



a) Tanks allied Cleaning schedule :

i. Primary & Secondary Settling Tanks	-	Weekly
ii. Launderers of Aeration Tanks	-	Weekly
iii. Launderers of Secondary Settling Tanks	-	Daily once
iv. Treated Water Tanks	-	Half yearly
v. UF & RO Feed Tanks	-	Half yearly
vi. Garden Water Tank	-	Half yearly
vii. Dosing Chemicals preparation Tanks	-	Monthly
viii. Neutralization Tanks cleaning	-	Quarterly
ix. Storm Water Sump	-	Monthly

b) Equipment Preventive Maintenance :

i. Air Blower Filter Cleaning	-	Weekly
ii. Maintaining Air Blower Oil Level	-	Weekly
iii. Air Blower Belt Tension Checks	-	Weekly
iv. Dosing Pumps Strainers cleaning	-	Weekly
v. Collection Tanks & Storm Water Pumps - ETP & STP	-	Weekly
vi. Foot valve cleaning	-	
vii. Filter Press Plates cleaning	-	Quarterly
ix. UF & RO Cartridge filter cleaning	-	Weekly
x. Rota meter - Inlet to Neutralization tank	-	Monthly
xi. Rota meters - UF Outlet, RO Reject	-	Weekly
xii. Oil Skimmer Belt cleaning	-	Monthly
xiii. Oil Skimmer Bar Screen cleaning	-	Weekly
xiv. Sludge Recycling Pumps - gland tightening	-	As required
xv. NRV for Ozonator, UF& RO Dosing pump	-	Weekly

14. Emergency Action:- If an emergency endangering the environment, safety or protection of persons, the Supervisor or Operator shall promptly notify the Company to take all necessary action to attempt to prevent or mitigate any such threatened damage, injury or loss. Supervisor & Operator shall make reasonable efforts to minimize any cost associated with remedial action in case of such an emergency

15. Penalty Clause:-

a) If the operator is found sleeping in the plant premises during working hours or is not available for the duty without intimation and approval of the HOD-EHS, one day salary shall be deducted from the monthly payment of the Service Provider. For repetitive violations of sleeping or absentism deduction will be done according from monthly bill & also the operator will be removed from the service as decided by the company rules.

b) In case of non-satisfactory services, penalty will be imposed as approved by Plant EHS Department.



ANNEXURE NO. 2

1. As per Clause of Consideration of this Agreement, the fees for providing Services as mentioned in Annexure 1 of this Agreement shall be as follows:

Description of Items	No. of persons	Days	Rates in Rs.	
			w. e. f. 01/08/2020	
Monthly Wages for ETP Operators including HRA, PF, ESIC, Conveyance, Uniform, Safety Shoes All	4	26	Rs.705/- Per Day	Rs.73,320/-
Wages For ETP Chemist/Supervisor Including HRA, PF, ESIC, Conveyance, Uniform, Safety Shoes	1	26	Rs.900/- Per Day	Rs.23400/-
Monthly Wages for RO Operators including HRA, PF, ESIC, Conveyance, Uniform, Safety Shoes	4	26	Rs.800/- Per Day	Rs.83,200/-
Grand Total				Rs.1,79,920/-

2. Service Provider will submit single bill/invoice for the Services, after completion of a month, by 5th of next month along with supporting documents for attendance record/sheet.
3. Company will pay to Service Provider, within 30 (thirty) days from receipt of any invoice; unless disputed by Company and subject to approval of invoice by Plant Head of the Plant.
4. Other than the aforesaid agreed fees Service Provider shall not claim or demand from Company any other payment of whatsoever nature.
5. The payment of invoice shall not be deemed as acceptance of the invoice and/or the Services and Company reserves the right to dispute the same at any time in the event of any discrepancy.
6. In the event, any invoice is disputed before the payment; Company shall return the same to Service Provider for correction along with the reasons of dispute. Service Provider shall, thereafter, send the corrected invoice to Company. Corrected invoice shall be paid in accordance with the payment term as above.
7. All payments to be made by the Company to the Service Provider shall be subject to withholding tax or such other statutory deductions as applicable. Goods and Services Tax (GST) and other applicable taxes will be payable on the above mentioned charges as per the Government directives or changes in the rules and regulations from time to time.
8. In case the Service Provider makes a default, in complying with GST provisions and the Company is denied the credit, by the GSTN system, then the Company shall recover an amount equivalent to loss of credit and consequential costs including interest / penalties, if any, from the Service Provider by deducting the appropriate amount from the payment payable under this Agreement or otherwise.

Sankar Majumdar
CBH

Nayab Khan
INSURANCE TECHNOLOGIES LTD.
SANAND