



Smarter Dharma Sustainable Solutions

CONTRACTUAL AGREEMENT

This deed of Agreement is entered into on this 13th day of January, 2020 by and between M/S Smarter Dharma Sustainable Solutions registered under the laws of India having its office at #141, 6th Cross, 9th Main, Vidyanarayana, Bangalore - 560097. M/S Smarter Dharma shall be the primary and hereinafter called The COMPANY (which term shall mean and include his legal heirs, successors, assignees etc) or the FIRST PARTY.

AND

Raj Ratna Sheth shri Nanjibhai Kalidas Mehta Arya Kanya Vidyalaya Trust Porbandar registered under the laws of India, represented by its Trustee Ms. Juhi Mehta, having its registered office at Porbandar, Gujarat 360575, hereinafter called The CUSTOMER (which term shall mean and include all its partners and its legal heirs, successors, assignees etc) or the SECOND PARTY

Whereas The COMPANY of this deed is an organization doing business in the field of providing Sustainable Solutions through strategy consulting, implementations and enhancing efficiencies in the domains such as Energy Utilization, Water Management, Waste Management, Climate Change Outreach and Technology, etc

AND whereas The CUSTOMER of this deed is a Non-Profit Educational Institute,

AND whereas the CUSTOMER of this deed has expressed the desire to avail the services of the COMPANY to take up the work detailed in the ANNEXURE-A towards putting together A_Solutions_Proposal for adopting Sustainability to The CUSTOMER,

AND whereas the CUSTOMER agreed to pay the COMPANY for a pre-agreed sum of money and the applicable prevailing taxes for the services rendered,

AND whereas both parties with this deed have mutually agreed to proceed with the service agreement under certain written terms & conditions as explained below.

NOW, THIS DEED OF AGREEMENT WITNESSETH AS UNDER

1. **SERVICES PROVIDED:** That the COMPANY shall provide The CUSTOMER with designated services detailed in Annexure-A ("Services").

The CUSTOMER agrees to avail of the Services from The COMPANY and The COMPANY agrees to provide the Services to The Customer in accordance with the terms and conditions of this Agreement and such additional / supplementary services as the parties may from time to time agree.

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2. **VALIDITY PERIOD OF AGREEMENT:** Until the completion of Phase-II Report Submission OR 3 months from the signing of this contract, whichever occurs first.

✓ 3. **CHARGES AND PAYMENTS:** The CUSTOMER shall pay The COMPANY under the following structure –

- A sum of Rs.2,00,000/- is to be paid to The COMPANY for the Services rendered.
- GST is applicable to this amount at 18%.
- The payment shall be made according to the schedule mentioned below (milestones mentioned in the Appendix A below):
 - Advance payment upon contract signing of Rs. 50,000/-
 - 2nd payment upon completion of Milestone - I of Rs.100,000/-
 - Final payment post completion of Milestone - II OR end of this Contract's Term of Rs.50,000/-
- All payments to partners and other external agencies to be made by The CUSTOMER directly to the said Partner or any other External Agency.
- All invoices shall be raised by Smarter Dharma.

4. **LOGISTICS:**

- The COMPANY shall need a maximum of 5 trips (with an aim to keep them lower) for the team to visit the location for effectively discharging the agreed Services.
- All expenses incurred by The COMPANY for, beyond Bangalore, logistics & any other expenses shall be handled and borne by The CUSTOMER. Bangalore travel shall be borne by The COMPANY. Miscellaneous costs related to material, etc to be borne by The CUSTOMER.

5. **UNCONTROLLABLE CIRCUMSTANCES:** That except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, riots, imposition of laws or governmental orders, fires, acts of God, and inability to obtain equipment, permit changes and regulations, restrictions (including land use) therein, and the affected party shall be excused from performance during the occurrence of such events.

6. **LIMITATION OF LIABILITY:** In no event, either Party shall be liable to the other for any special, indirect, incidental, punitive, contingent or consequential loss or damage suffered by the other Party, including but not limited to a loss of use, data, business, anticipated savings, profit, reputation, goodwill or revenue, arising out of or in connection with this Agreement, whether as a result of a breach of this Agreement or otherwise and whether such liability arises from any claim based upon contract, warranty, tort, product liability or otherwise, and whether or not such Party has been advised of the possibility of such loss or damage except where such loss or damage has been the result of gross negligence, fraudulent and/or wilful acts of either Party.

Notwithstanding any other provision under this Agreement The CUSTOMER's total aggregate liability to The COMPANY from any cause relating to or arising out of this Agreement regardless

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of the form of action whether in contract, tort or otherwise shall not exceed the amount paid by The CUSTOMER.

Except for the clause on Indemnification and Proprietary Rights of this Agreement, The COMPANY's total aggregate liability to The CUSTOMER from any cause relating to or arising out of this Agreement shall not exceed 50% of amount paid or payable by The CUSTOMER under this Agreement.

IN WITNESS WHEREOF THE PARTY'S TO THIS DEED HAVE SET IN THEIR HANDS ON THE DATE MENTIONED ABOVE

Agreed & Accepted

For Raj Ratna Sheth Shri Nanjibhai Kalidas Mehta
Arya Kanya Vidyalaya Trust Porbandar

Sriram Kuchimanchi
CEO
Signed for The COMPANY

Ms Juhi Mehta
Hon. Trustee
Signed for The CUSTOMER

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Appendix A

The COMPANY shall perform Services with the below mentioned plan of action.

Locations: Porbandar, Gujarat

Carbon Management: Phase - I

a. **MILESTONE - I : Infrastructure Solutions:** The COMPANY shall design solutions for:

- Water Management
 - Treatment solutions for reuse of water,
 - Rainwater reuse solutions for reduced external dependency,
 - Recommend efficient fixtures for consumption efficiency
- Water Tanks clean-up as needed
- Energy Management
 - Renewable Energy solutions for reducing electricity consumption,
 - Alternative on-site energy solutions (like Biogas plants),
 - Recommend efficient fixtures for consumption efficiency
- Solid Waste Management
 - Establish Wet Waste Solution to eliminate landfill need,
 - Dry Waste recycle process and handover plan,
 - Medical & sanitary waste incinerators and handling,
 - Hazardous Waste management plan
- One-time full clean of the premises to make it zero-waste

b. **MILESTONE - II : Partner Engagement:** The COMPANY shall engage with the right partners for design and implementation of the solutions around Handling Solid Waste, Water Management as well as Energy Management:

- Finalize design details for every solution,
- Finalize Partners who would implement the solution,
- Finalize costing and contractual engagement with each Partner,
- Identify timelines on implementation,
- Internal monitoring mechanism finalization,

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