**SERVICE AGREEMENT**

This Service Agreement (hereinafter referred to as “**Agreement**”) is executed at [●] on the [●] day of [●], 2018;

**BY AND BETWEEN**

**ECOWISE TRADING PRIVATE LIMITED**, a company duly incorporated under the Companies Act, 1956 and having its registered office at C-92, Defense Colony, New Delhi-110024 (hereinafter referred to as “**ETPL**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) acting through its duly authorized signatory Mr. Manik Thapar of the **FIRST PART**.

**AND**

**BHASIN GROUP**, having its office at [●] (hereinafter referred to as “**BSG**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, affiliates and permitted assigns) acting through its duly authorized signatory [●] of the **SECOND PART**.

ETPL and BSG are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

**WHEREAS**

1. ETPL is *inter alia* engaged in the business of waste management.
2. BSG is the [●].
3. BSG is desirous of engaging ETPL exclusively for the purpose of waste management services for all waste generated at the Grand Venice Mall, Plot No SH3, Site IV, near Pari Chowk, Greater Noida, Uttar Pradesh 201308 (“**Location**”).

**NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES, REPRESENTATIONS, WARRANTIES, COVENANTS, CONDITIONS AND OTHER OBLIGATIONS HEREIN AND GOOD CONSIDERATION WHICH THE PARTIES ACKNOWLEDGE AS ADEQUATE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:**

1. **DEFINITIONS AND INTERPRETATIONS**
2. In this Agreement, except where the context otherwise requires, the following words and expressions shall have the following meanings:
   1. “**Agreement**” shall mean this Service Agreement and any amendments or modifications made together thereto by the Parties in writing, including any annexes, schedules or exhibits attached to this Agreement or incorporated herein by reference.
   2. “**Confidential Information**” shall mean any information that is not publicly available and is provided by one Party to the other Party for the purpose of implementing this Agreement. Confidential Information shall include any and all information obtained or disclosed, including, but not limited to, all data, documents, applications, statements, processes, plans and/or any business/customer information, marketing strategies/ plans and any and all other trade secrets, know how, confidential knowledge or information of a Party relating to its business, practices and procedures which is not otherwise publicly available including the terms of this Agreement. Confidential Information excludes information or data which is: (i) known to the receiving Party without limitation or obligation of confidentiality prior to its receipt of same from the disclosing Party; (ii) independently developed by the receiving Party without the use of any Confidential Information, unless such information or data is developed in accordance with the terms of this Agreement; (iii) in the public domain at the time of disclosure other than as a result of disclosure by the receiving Party; or (iv) received from a third party with a legal or contractual right to disclose such information or data.
   3. “**Consideration**” shall have the meaning ascribed to it under Clause 5.1 of this Agreement.
   4. “**Effective Date**” shall mean [●].
   5. “**Force Majeure**” shall refer to such events or circumstances, which are beyond the control of the affected Party and the happening of which could not have been reasonably foreseen or anticipated by the affected Party upon the exercise of due care and diligence, including, but not limited to, acts of god, death, disability, earthquakes, floods, riots, lockouts, war, civil disturbance, fire, accidents, armed conflict etc.
   6. “**Term**” shall have the meaning ascribed to it under Clause 9.1 of this Agreement.
   7. “**Waste**” shall mean (i) mixed recyclable waste; (ii) bio degradable waste; (iii) inert waste; (iv) hazardous waste; (v) horticulture waste and (vi) construction related waste.
3. Interpretation:

Unless the context otherwise requires:

1. The words “include” and “including” are to be construed without limitation;
2. The terms “herein”, “hereof”, “hereto”, “hereunder” and words of similar purport refer to this Agreement as a whole;
3. Any reference to a statutory provision shall be deemed to include a reference to any rules or regulations thereunder and any statutory modification or reenactment thereto;
4. The schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the schedules;
5. Headings are for convenience only and do not affect the interpretation of this Agreement.
6. **PRINCIPAL UNDERSTANDING**
   1. Based on the terms and conditions of this Agreement ETPL shall provide the following services to the BSG:
7. Collection of Waste as generated at Location and disposal of such Waste;
8. Recycling of scrap
9. Construction Waste disposal Services

The services under (i), (ii) and (iii) shall be referred to as “**Services**”

* 1. Except as specifically set forth in this Agreement, each Party shall be responsible for compliances with all applicable central, state and local laws and regulations, including all applicable rules of self-regulatory organizations in their respective jurisdictions.
  2. Each Party herein agrees and undertakes not to divulge or disclose any Confidential Information of the disclosing Party to any third party without prior written consent of such Party disclosing the information.

1. **RIGHTS AND OBLIGATIONS OF BSG**
2. BSG hereby undertakes and agrees that the representatives of ETPL shall have reasonable access at the Location in order to perform the obligation set out under this Agreement.
3. BSG shall provide all the information, as may be reasonably required by ETPL in a manner enabling ETPL to carry out its obligations under this Agreement. Any information provided under the Agreement shall be provided by the BSG to ETPL without any consideration.
4. It is agreed by the BSG that in the event a holiday coincides with the collection day or a Force Majeure Event occurs, ETPL shall be excused for such days, however, ETPL may collect the Waste on the day succeeding to the collection day.
5. BSG shall ensure that all Waste is segregated in different coloured bins for identification purposes and kept at a designated place at the Location for ETPL to collect the same.
6. **RIGHTS AND OBLIGATIONS OF ETPL**
7. Subject to timely payment of the Consideration (including, but limited to, any payments due under Annexure 2 or Annexure 3 of this Agreement), ETPL agrees and undertakes to provide the Services to the BSG.
8. **CONSIDERATION AND PAYMENTS**
9. The BSG herby agrees and undertakes to pay to ETPL the following amounts for the Services, which shall be exclusive of any and all applicable taxes including, but not limited to, goods and services tax:
10. Providing daily waste collection shall be charged monthly at Rs 30,000/- (Rupees Thirty Thousand Only) exclusive of any and all applicable taxes. (“**Consideration**”)
11. Recycling of scrap shall be charged in terms of the rates as provided at **Annexure 2** and BSG shall pay for recycling of scrap in terms of **Annexure 2**
12. Collection of construction waste and disposing the same shall be charged as per the rates provided at **Annexure 3**BSG shall pay for collection of construction waste in terms of **Annexure 3**
13. ETPL shall raise an invoice upon the BSG on monthly basis for the Services being provided in terms of clause 5.1.(i) of this Agreement, and BSG ensures that it shall pay to ETPL the Consideration basis for the Services being provided in terms of clause 5.1.(i) of this Agreement within fifteen (15) days from the receipt of the invoice . BSG further ensures that it shall pay to ETPL via online transfer, details of which are provided herein below:

Name of the Bank: [●]

Name of the Account Holder: [●]

Account No.: [●]

1. **TERMS AND CONDITIONS OF THE SERVICES**
2. ETPL shall undertake collection and recycling of Waste as generated at Location based on the following terms:
   1. ETPL’s team shall collect the Waste from the location on a daily basis at the time as scheduled by the BSG. The Parties hereby agree that any unfortunate delays or public holidays will be informed in advance.
   2. All the waste generated at the Location shall be segregated in the following categories as per applicable law and in compliance with Solid Waste Management Rules (2016) (“**Rules**”):
3. Mixed recyclable waste
4. Biodegradable waste
5. Inert waste
6. Hazardous waste
7. Horticulture waste
8. Construction related waste
   1. ETPL shall segregate the Waste collected and shall use its best endeavours to ensure the right treatment, recycling and disposal as per the SWM Rules 2016.
   2. ETPL shall share a Sustainability Report on monthly basis which shall state the total Waste collected, recycled and recycling rate of the BSG. This Report is based on the GHG (Green House Gas) protocol and GRI standards that captures the GHG emissions emitted as by the waste management efforts of client delivered through ETPL and its environmental impacts on trees, water and electricity saved.
9. All applicable taxes including, but not limited to, goods and services tax on the payments made to ETPL shall be borne by the BSG.
10. **REPRESENTATIONS AND WARRANTIES**
11. Each Party hereby represents, undertakes and warrants to the other that:
    1. It isduly incorporated and organized, validly existing under the laws of the jurisdiction of their formation and remain in good standing;
    2. It has all necessary consents, approvals, powers, licenses, waivers, exemptions and authorities and approvals to enter into this Agreement and perform the obligations herein;
    3. This Agreement shall, when executed, constitute legal, valid and binding obligations of such Party, enforceable against it in accordance with its terms;
    4. Neither the execution, delivery of this Agreement, fulfillment nor the performance of its obligations, compliance with the terms and provisions hereof will conflict with, or result in a breach of, terms, conditions or provisions of, or constitute a default under, or result in any violation of law, rules, regulations, authorization or approval of any governmental authority,restrictions, instrument, order, judgment, decree, statute, to which it is a subject, or of any agreement to which it is a party;
    5. It will comply with all applicable laws, rules and regulations relating to this Agreement.
12. **INDEMNITY**
13. BSG agrees to fully indemnify, hold harmless and defend ETPL, its subsidiaries, affiliates and their respective officers, directors, employees, shareholders and agents (“**Indemnified Parties**”), from:
    * 1. Any claim raised by any third party with regard to any loss whatsoever caused as a result of any act, commission or omission on part of BSG and/or its subsidiaries or affiliates.
      2. Any losses, claims, damages, charges, costs, fines, penalties that the Indemnified Parties may sustain as a result of any act or failure on BSG’s part or on behalf of BSG to comply with applicable law.
      3. Any claims, demands, suits, penalties or actions at law or in equity, fees, costs, fines and expenses (including, without limitation, legal fees and expenses incurred in establishing the right to indemnification hereunder), whether arising from contract, tort (including negligence), warranty, strict liability, or from violation of any governmental law or regulation or otherwise from breach of this Agreement or the acts or omissions of the BSG relating, indirectly or directly, to performance of its obligations hereunder.
14. **TERM AND TERMINATION**
    1. This Agreement shall be valid and binding upon the Parties from the Effective Date and continue for a period of [●] from the Effective Date (“**Term**”). The Parties agree that this Agreement may be renewed on terms as mutually agreed between the Parties in writing.
    2. This Agreement may be terminated in the event:
       * 1. The Parties enter into unanimous written agreement to terminate; or
         2. Either Party may terminate this Agreement by providing a thirty (30) days prior notice in writing to the other Party if the other Party commits a material breach of the terms of this Agreement which remains unremedied for a period of thirty (30) days from the date of the written notice to cure the breach. Without limiting the generality of the term ‘material breach’, this will include any delay, deficiency or negligence in performance of the obligations of either Party; or
         3. Any Party passes a resolution for winding-up (otherwise than for the purposes of a solvent amalgamation or reconstruction) or a court makes an order to that effect or becomes or is declared insolvent or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors or has a liquidator, receiver, administrator, administrative receiver, manager, trustee or similar officer appointed over any or all of its assets or ceases to carry on business or threatens to cease carrying on business or ceases to exist or threatens to cease to exist, or is unable to pay its debts as they fall due.
    3. In the event of termination and/or expiration of this Agreement, the BSG shall be liable to pay to ETPL the entire Consideration (including, but limited to, any payments due under Annexure 2 or Annexure 3 of this Agreement) as may be due and payable to ETPL. In the event, the BSG fails to pay to ETPL the Consideration (including, but limited to, any payments due under Annexure 2 or Annexure 3 of this Agreement) within the stipulated time period, the BSG shall be liable to pay to ETPL the Consideration(including, but limited to, any payments due under Annexure 2 or Annexure 3 of this Agreement) with an interest @ 18% per annum from the date it became due and payable to ETPL and until it is paid to ETPL
15. **GOVERNING LAW AND DISPUTE RESOLUTION**
16. **Governing Law:** This Agreement will be governed by and construed under the laws of India (without reference to rules of conflict of laws thereof). Subject to arbitration mentioned above under Clause 9.2, the courts of competent jurisdiction at New Delhi shall have exclusive jurisdiction.
17. **Arbitration and Conciliation:** If any claim, dispute or difference of any kind whatsoever shall arise between the Parties in connection with or arising out of this Agreement including any question regarding its existence, validity or termination of the execution of this Agreement, whether before or after the termination, abandonment or breach of this Agreement (“**Dispute**”), the Parties shall seek to resolve any such Dispute by mutual consultation and negotiation in good faith. In the event, the Parties are unable to, within ten (10) days, reach a resolution, such Dispute shall be settled by binding arbitration as mentioned in this Sub-Clause. The Dispute shall be referred to final and binding arbitration under the (Indian) Arbitration and Conciliation Act, 1996. Such arbitration shall be held in New Delhi. All proceedings of such arbitration shall be in the English language. A sole arbitrator shall be mutually appointed by the Parties. The award pronounced by the arbitrator shall be final, conclusive and binding upon the Parties.
18. **MISCELLANEOUS** 
    1. **No Waiver:** Save and except as expressly provided in this Agreement, no exercise, failure to exercise, or delay in exercising any right, power, or remedy vested in any Party under or pursuant to this Agreement shall constitute a waiver by that Party of that or any other right, power, or remedy.
    2. **Assignment:** No right or obligation under this Agreement may be assigned or transferred by either Party to any third party without the prior written consent of the other Party.
    3. **Notice:** All notices served under this Agreement shall be in writing and may be served by personal delivery, or by post on the Parties at their address as set out in this Agreement or such other address as notified to the other Party from time to time. Notices shall be deemed to have been served at the time of delivery if sent by personal delivery or within two (2) business days after posting by post.
    4. **Amendment:** No amendments and/or modifications to this Agreement shall be valid unless executed in writing and signed by both the Parties.
    5. **Severability:** If any provision of this Agreement is adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement, or its validity or enforceability, and the unenforceable provision shall be performed to the extent valid and enforceable.
    6. **Counterparts:** This Agreement and any document to be provided under this Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

For and on behalf of **ECOWISE TRADING PRIVATE LIMITED**

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Through its authorized signatory Mr. Manik Thapar

For and on behalf of **BHASIN GROUP**

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Through its authorized signatory [●]

**WITNESS**

**Annexure 1**

1. **Categorization of waste**

All the Waste item should be kept in separate bins with labels of waste items as under:-

1. Mixed recyclable waste
2. Biodegradable waste
3. Inert waste
4. Hazardous waste
5. Horticulture waste
6. Construction related waste

**Annexure 2**

**Rate for recyclable scrap**

* Cardboard- Rs. 6 per kg plus 5% GST
* Mix Plastic Waste- Rs. 8 per kg plus 5% GST
* Iron- Rs. 11.2 per kg plus 18% GST

**\***Any Services provided in terms of this Annexure 2, BSG agrees to pay to ETPL as per the prices mentioned in this Annexure 2 within 15 days of receipt of Invoice from ETPL.

**Annexure 3**

**Proposal for Construction Waste Disposal**

1. For quantity below 3000 Kg – Rs 10,000 (Rupees Ten Thousand Only) per truck load plus.
2. For quantity of 3000 Kg or above – Rs 4 (Rupees Four Only) per kg plus GST.

It shall be noted that the truck size is 14ft.

\*Any Services provided in terms of this Annexure 3, BSG agrees to pay to ETPL as per the prices mentioned in this Annexure 3 within 15 days of receipt of Invoice from ETPL.