SALE PURCHASE AGREEMENT

This SALE PURCHASE AGREEMENT (hereinafter referred to as "AGREEMENT"), entered into on the 21st day of August 2023, by and between:

E-R3 SOLUTIONS PRIVATE LIMITED, a company bearing CIN U37200KA2009PTC049070, with its registered office at Plot No 105, Road No 3, KIADB Bengaluru IT Park Bengaluru Urban – 562149, represented by its MANAGING DIRECTOR, Mr. HARI NAIR (hereinafter called "E-R3", which expression shall mean and include, wherever the context so permits or requires, its directors, heirs, legal representatives, successors, administrators, executors, assigns and persons claiming through or under them);

AND

MANIPAL ACADEMY OF HIGHER EDUCATION, a deemed to be university under Section 3 of the UGC Act, 1956, having its registered office at manipal.edu Building, Madhav Nagar, Manipal – 576104, represented by its authorized representative (hereinafter referred to as "MAHE", which expression shall mean and include wherever the context so permits or requires its authorized representatives, successors and assigns.

WHEREAS-

- A. E-R3 are recyclers and processors of e-wastes and scrap materials of all kinds and possess the necessary technology, proficiency, organization and statutory permissions and licenses to purchase and dispose-off such scraps on a sustained and regular basis by way of conversion of same into socially and industrially beneficial raw materials and other IT equipment which has reached its end of life and considered to be E-Waste.
- B. MAHE, an institute of eminence and deemed-to-be-University with extensive technical and professional expertise and facilities to provide education, training and to conduct research in various fields, through its constituent units, is a generator of E-Waste.
- C. Parties wish to enter into a non-exclusive business relationship wherein MAHE shall transfer its e-waste and e-scrap and E-R3 shall recycle, reprocess and dispose of such e-waste and e-scrap, in accordance with the terms of this Agreement.

Now, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, agree as follows:



E waste agreement

SERVICE AGREEMENT

This SERVICE AGREEMENT (hereinafter referred to as "AGREEMENT") is made on this 29th day of September 2023, by and between:

RESUSTAINABILITY HEALTHCARE SOLUTIONS LIMITED, a company bearing CIN No. U40105TG2006PLC049237, having its registered office at Level 11B, Aurobindo Galazy, Hyderabad Knowledge City, Hitech City Road, Hyderabad – 500031 and having CBMWT Facility at Plot No. 47/B, Karnad Industrial Area, KIADB Mulki – 574154, Mangalore (hereinafter referred to as "CONTRACTOR", which expression shall mean and include wherever the context so permits or requires its authorized representatives, successors and assigns)

AND

MANIPAL ACADEMY OF HIGHER EDUCATION, a deemed to be university under Section 3 of UGC Act, 1956, having its registered office at manipal.edu Building, Madhav Nagar, Manipal – 576104, (hereinafter referred to as "MAHE", which expression shall mean and include wherever the context so permits or requires its authorized representatives, successors and assigns).

Each hereinafter individually referred as "PARTY" and collectively as "PARTIES".

WHEREAS -

- A. Contractor has established common Biomedical Waste treatment facility for managing Bio-Medical waste in Plot No.47/B Karnad Industrial Area, KIADB Mulki-574154, Mangalore, D.K. (Dist.). The said facility is provided with state-of-the-art Incinerator, Autoclave system along with shredder and Contractor has obtained consent and authorization from Karnataka State Pollution Control Board (KSPCB) to operate and undertakes to comply with the Biomedical Waste (Management & Handling) Rules as amended from time to time.
- B. MAHE, being desirous of availing the services of collection, transportation, treatment and final disposal of bio-medical and sanitary waste generated at their premises specified below, has approached Contractor and the same has been accepted by Contractor on the terms and conditions set out in this Agreement, read with the provisions of applicable law.

Now THEREFORE, in consideration of the above-mentioned premises and mutual promises contained herein, Parties have agreed to enter into this Agreement under the terms and conditions set forth herein:



Biomedical waste agreement

SERVICE AGREEMENT

This SERVICE AGREEMENT (hereinafter referred to as "AGREEMENT") is made and executed on this 31st day of August 2023, by and between:

MANIPAL ACADEMY OF HIGHER EDUCATION, a deemed to be university under Section 3 of UGC Act, 1956, having its registered office at manipal.edu Building, Madhav Nagar, Manipal, represented by its REGISTRAR (hereinafter referred to as "GENERATOR" which expression shall unless repugnant to the subject or context include its administrators, successors and assigns);

AND

RESUSTAINABILITY LIMITED (formerly known as RAMKY ENVIRO ENGINEERS LIMITED), a company registered under the Companies Act, 1956 and having its registered office at Level 11B, Aurobindo Galaxy, Hyderabad Knowledge City, Hitech City Road, Hyderabad – 500081 (hereinafter referred to as "OPERATOR" which expression shall unless repugnant to the subject or context include its administrators, successors and assigns).

Generator and Operator hereinafter individually referred as "PARTY" and collectively as "PARTIES".

WHEREAS -

- A. Operator is engaged in the business of waste management and presently operating 'Integrated Common Hazardous Waste Treatment Storage Disposal Facility' at various engineered waste management units under its control at various locations in India, as per the guidelines under Hazardous Rules and as per the authorization of the State Pollution Control Board ("SPCB").
- B. Generator, being desirous of availing the services of collection, transport, treatment, storage and disposal of Hazardous Waste generated at their premises, approached Operator and the same has been accepted by Operator on the terms and conditions set out in this Agreement, read with the provisions of applicable law and under the supervision of SPCB.

Now THEREFORE, in consideration of the above-mentioned premises and mutual promises contained herein, Parties have agreed to enter into this Agreement under the terms and conditions set forth herein:

1. DEFINITIONS AND INTERPRETATION:

- 1.1. <u>Definitions</u>: In this Agreement, including in the recitals hereof, the following words, expressions and abbreviations shall have the following meanings, unless the context otherwise requires:
 - a. "AGREEMENT" means this agreement including all attachments, annexure or schedules



Page Babille Bangsiore

Hazardous waste agreement.



Work Order



Total WO Amount:



AMC FOR OPERATION AND MAINTENANCE OF STP 1 - 1 5MLD. STP 2 - 3MLD AT END POINT HEALTH SCIENCE CAMPUS. STP MIT - 2MLD AT MANAGEMENT AND TECHNOLOGY CAMPUS STP -125KLD AT TMA PAI HOSPITAL LOUPLI AND PUMPING OF TREATED WATER SEWAGE PUMP!
MOTORS, VALVES, FOOT VALES ETC WORK AT ENDPOINT & BQ HELATH SCIENCE CAMPUS AND FOOD COURT & BANANA GARDEN AT TECHNOLOGY CAMPUS MANIPAL FOR 12 MONTHS.

Terms & Conditions

- 1 erms & Conditions:
 2.0 SCOPE OF WORK
 2.1The Agency shall provide operation and basic maintenance services in respect of the STP, in a manner detailed in this scope and Annexure 1. The Agency shall be responsible for smooth operation of the STP as per laid out procedure. Repairs and the replacements of the parts and spares shall not be carried out unless approved by MAHE representative. All electrical and civil maintenance will be carried out by MAHE as and when required.
 2.2The Agency shall be responsible for providing trained/experienced Personnel to carry out the operations and maintenance of the STP in accordance with the instructions provided by the original STP and equipment manufacturer.

- instructions provided by the ongraid STP and equipment manufacturer.

 2.3The Agency shall use diligence to identify and resolve any problems with the STP. However, it is agreed that replacement of any parts of the STP shall be carried out only after consultation and written approval obtained from MAHE for such replacement.

 2.4The Agency shall render the Services, in a professional and diligent manner within the timelines as specified herein with respect of the STP and MAHE reserves the right to make any changes to the Services at any time during the subsistence of this Contract. Such changes to the Services shall be communicated in writing to
- the Agency and MAHE shall make immediate arrangements to amend this Contract or its Annexures to indicate the changes to the scrotces shall be communicated in whiting it the Agency and MAHE shall make immediate arrangements to amend this Contract or its Annexures to indicate the changes to the scope of services. The Agency shall deploy such required number of Personnel as indicated in Annexure II

 2.5 The Agency represents that it has obtained the required license(s) under the various Labor and employment related statutes as required hereto from respective Authorities, to render the Services under this Contract and assures MAHE that it shall renew them from time to time with the Authorities. The Agency undertakes to issue employment letters and identity cards to all its Personnel. MAHE shall be entitled to admit / allow only such Personnel who are issued such employment. etters and identity cards by the Agency. In addition to the foregoing, admission of Agency's Personnel into the premises of MAHE shall be at the discretion of MAHE

WORK ORDER OF WATER TREATMENT PLANT