REPORT ON GREEN CAMPUS INITIATIVES AT GD GOENKA UNVERSITY



Introduction

Green, Energy & Environment Audit was undertaken at G D Goenka University (Sohna Gurgaon Road Sohna 122103) during the month of December 2023.

The university is very keen to promote green culture wherever possible, as a commitment towards better environment and conservation of energy. A lot of efforts have already been put up to bring down the carbon footprint. To further optimize consumption and identify saving opportunities, M/s Senergy Consultants was assigned to carry out Green, Energy & Environment Audit of the premises.

This Audit Report presents the analysis of the data collected, observations made at the facility and is governed by the objectives, scope of work, methodology etc. discussed in the ensuing paragraphs.

Landscaping with trees and plants

Go Green is given utmost importance in the campus. Efforts are made to ensure landscaping in the surroundings of the buildings. The green surroundings around buildings not only present eye-soothing sights but also make the interior environment favorable for energy conservation. There are 3 grounds in the campus and 10 Gardens and parks, and all efforts are made to ensure these are green and colorful. The roadsides are also jeweled with ornaments of flower beds. The aim has always been to have an environmentally friendly campus.

The policy on campus infrastructure clearly mentions that there should be pedestrian friendly pathways in campus. To add to the comfort of the health conscious, an effort has been made to make these paths a better option to walks with instrumental music being played before and after working hours. Further to ensure inclusivity, some of these pedestrian pathways are also provided ramps. Vehicular movement is restricted in the vicinity of academic blocks and residential hostel blocks in the University. All the roads are designed for safe pedestrian movement. Pedestrian ways are covered with high canopy trees as: Arucaria, Anthocephalu, Delonix regia etc. We believe to save water so we tried to add value by planting trees and plants (especially drought plants) which require less water as the soil of this aera is sandy loam with less rainfall.

Efforts are also in place to have students' projects of low-cost Hydroponics gardening. The requirement of organic manure for the university is met by the Vermi-culture set up on the agriculture farm (around 40 kg vermi-compost/bed in three months), Vermi-wash, Green manure and the sludge from the STPs. Further, a plant nursery is also maintained on the campus (areca palm, kalanchoe, snake plant, fern, peace lilly, aloe vera, flowing annuals etc.). School of Agricultural Sciences also conducted a workshop to explain the maximum utilization of land for beatification and opportunities as a horticultural entrepreneur. GD Goenka education city campus is spread over 60+ acres with adequate green cover. The university also has one herbal park with medical and aromatic plants with 20+ plant species. Horticulture activities are performed daily and watering of plants is achieved through a sprinkler system by treated water from the treatment plant installed within the campus. We believe in balance use of water without waste for sustainable environment friendly activities to fulfill SDG Goal 3 and 6. GD Goenka University organized tree plantation drive (as given below) to aware students, faculties and nearby community for conservation of sustainable development goals.





Awareness Drive: Swachta hi Sewa

Dated: 18/09/2024

As a part of the Swachta Hi Sewa campaign, the NSS unit of GD Goenka University organized an awareness drive in the village Alipur, Sohna, in collaboration with Navjyoti NGO. The drive saw enthusiastic student NSS Volunteers lead an awareness rally through the rural Alipur region, interacting with the local population, identifying garbage hotspots and educating people on the methods of segregating dry waste and wet waste, as also the importance of maintain a clean and hygienic environment for good health and wellbeing. As a part of the Swachta Hi Sewa campaign the students also interacted with the students of PM Shree Government School, Alipur, educating them on the different methods of waste segregation and the ways and means of adopting hygiene in daily life. A fun hand painting activity was done with the children to symbolize the concept of each hand for cleanliness.





Swechhta hi Sewa-

Dated: 27th September, 2024





SWACHHTA HI SEWA

Cleaniness is next to Godliness







NSS Day

Dated: 24th September, 2024







VARIETY OF THE TREES AND PLANTS

Report on Tree Plantation Drive

24th August 2023

Event Name: Tree Plantation Drive **Date of Event:** 24th August 2023

Time: 10: 50 am onwards

Venue: Agricultural Farm, GD Goenka University

School of Liberal Arts had organized a 'Tree Plantation Drive' in association with National Skill and Environment Protection Foundation (NSEPF) on 24tu August 2023 at the Agricultural Farm of G.D. Goenka University. The plants were sponsored by NSEPF and Isha's Garden. The event was opened by Dr. Anjali Midha Sharan, Dean, SOla. The saplings were presented to Honorable Vice Chancellor Prof Dr. B.S Satyanarayana, Prof Dr. Anjali Midha Sharan, and to the faculty of economics department. The event starts with the distribution of placards and badges to the students of GD Goenka University. The badges and placards were made by the students of economics department with recycled papers. A walkathon was initiated from A Block to Agricultural Farm by students of GD Goenka University holding placards. Around 50 trees were planted in the Agricultural Farm. The event closed with vote of thanks by Dr Rimple Manchanda, Area Chair, GD Goenka University.

Drought Adopted Plants Picture:











The rapid urbanization and economic development at local, regional and global level has led to several environmental and ecological crises. On this background, it becomes imperative to adopt the system of the "Green Campus" for the Institutes which will lead to sustainable development and at the same time reduces a sizable amount of atmospheric carbon dioxide from the environment, with the objective of "Establishing a baseline of existing environmental conditions with focus on natural and sustainable environment" the environmental audit was conducted dated Dec. 6, 2023 to count the Plantation.

SR.	PLANT/TREE NAME	QTY.	REMARKS
1	SNEH PLANT	2500	Drought and Low water required plant
2	TIKOMA	1000	
3	HAMELIYA	2400	
4	GALFENIA	60	

5	ALMUNDA	40	
6	BUGGM BELL	120	
7	LAMUNIA	150	
8	INDOSIA	60	
9	SANOF INDIA	120	
10	AEROKERIA	40	
11	PHYCUS LUDA	15	Drought and Low water required plant
12	PLUMBOO	140	
13	GLLDEN RAISINA	130	
14	CHANDNI	80	
15	MOTIA MOGRA	30	
16	HAAR SINGAAR	6	
17	DRUNDA BAROLIO	250	
18	GOLDEN DRUNDA	5000	
19	ANARMI	6000	
20	AQLIFA	3000	
21	HIBISCUS	2500	Drought and Low water required plant
22	PHYCUS PANDA	4500	

23	СНІКОО	20	
24	ANAAR	15	Drought and Low water required plant
25	GUAVA	25	Drought and Low water required plant
26	LIME	10	Drought and Low water required plant
27	EPIJANA	6	
28	AMLA	10	Drought and Low water required plant
29	MEHENDI	8	Drought and Low water required plant
30	CURDSULA	10	Drought and Low water required plant
31	RED GUIMOHAR	1	
32	PLUMERIA	25	
33	RED PUFF PLANT	8	
34	SNAKE PLANT	15	
35	ARECA PLAM	15	Drought Plant
36	FISH TAIL PALM	25	Drought Plant
37	IXORA	5	
38	ARAUCARIA	10	
39	ALMANDA	2	
40	CANNA	25	

41	CYPRESS	7	
42	MADHUMALTHI	1	
43	CITRUS (Orange)	2	
44	ALOEVERA	15	Drought Plant
45	PAPAYA	5	
46	TULSI	20	
47	PATTARCHATTA	25	Drought Plant
48	SADABHAR	15	
49	ATIBALA	10	
50	APAMARGA	10	
51	PILKHAN	67	
52	ALOSTONIA	80	
53	KAJRINA	30	
54	ISPOTHODIYA	12	
55	SILVER ROCK	155	
56	PAPDI	75	
57	ASHOKA	235	Drought and Low water required plant
58	KACHNAR	20	

59	AICESHIYA AIRAKULI	6	
60	MOLSIRI	45	
61	CHUKRASIA	190	
62	KADAMB	20	
63	AMALTAS	6	
64	KUSUM	45	
65	JACKRANDA	30	
66	SEESHAM	4	Drought and Low water required plant
67	IMLI	1	
68	JAMUN	6	Drought and Low water required plant
69	NEEM	15	Drought and Low water required plant
70	PIPAL	7	Drought and Low water required plant
71	AAM (MANGO)	6	
72	КАТНА	4	
73	PUNJANJIA	150	
74	KAJLIYA PINATA	45	
75	PINE	2	
76	BOTTLE BRUSH	15	Drought and Low water required plant

77	PHONIX PALM	80	
78	SAGU PALM	PALM 8	
79	SAICUS PALM	20	
80	PHYCUS SISNOL	90	
81	PHYCUS BENJUMINA	400	
82	PHYCUS BLACK	60	
83	BOTTLE PALM	55	Drought and Low water required plant
84	PISTOL PALM	250	Drought and Low water required plant
85	JAMIYA PALM	5	Drought and Low water required plant
86	POSTAL PALM	25	Drought and Low water required plant
87	TUKA PALM	10	Drought and Low water required plant
88	JUNIPERS	30	
89	CHAMMPA RUBRA	100	
90	KADI PATTA	10	Drought and Low water required plant
91	BELPATRA	6	
92	JATRUPA	60	Drought and Low water required plant
93	GOLDEN BRUSH	20	
	TOTAL NO. OF PLANTS	30986	



Report on Tree Plantation Drive

Date: 22nd September 2023 Time:

12:20 pm onwards

Venue: Agricultural Farms, GD Goenka University

A Tree Plantation Drive was organized by School of Humanities, Social Sciences and Education and School of Agricultural Sciences in association with National Skill and Environment Protection Foundation (NSEPF) on 22 nd September 2023 at Agricultural farm of GD Goenka University. Students and faculty gathered near A block at 12:20 pm. Badges and posters, which were created using recycled materials, were distributed to start with the event, showcasing a dedication to reducing waste and conserving resources. The walkathon from A Block to the Agricultural Farm was a symbolic gesture of unity towards the cause of environmental preservation. At the Agricultural Farm, participants actively engaged in the tree planting process. The trees were strategically placed alongside the agricultural farm, constituting a well-planned initiative cantered on agroforestry and sustainability practices. This approach not only enhances the visual appeal of the farm but also indicates the conscious integration of agriculture and forestry. This hands-on experience contributed to the greening of the campus and provided valuable knowledge on sustainable horticulture practices to students. By involving students from diverse academic backgrounds, the event facilitated interdisciplinary learning and promoted a holistic approach to environmental conservation.





















Autumnal Equinox

Tree Planting Ceremony

Let's Embrace the Changing Seasons and Cultivate a Greener Future Together

Join Us to Plant Tree

Date: 22nd September 2023

Time: 12:30 PM

Venue: Agriculture Farms, GD Goenka University, Gurugram

http://www.nsepf.in/



Report on environmental promotional activities conducted beyond the campus with geo-tagged photographs



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1.	Report on environmental promotional activities conducted beyond the campus
2.	MOU Solid Waste Management
3.	MOU with GMDC (environmental promotional activities conducted beyond the
	campus)



Report on environmental promotional activities conducted beyond the campus with geo-tagged photographs

In its ever-expanding horizon, GDGU has partnered with GDMA to upkeep the green belt and medians on the road from Nirvana to Artemis Hospital to AIT chowk in Sec 56. To beautify urban landscape took over the initiative of creating the first of its kind structure in Gurugram at Golf Course Road roundabout now known as GD Goenka Chowk. This initiative has been undertaken in collaboration with GMDA, Gurugram MDA. The activities appear to be a brief description of an initiative undertaken by GDGU (educational institution) in collaboration with GMDA (Gurugram Metropolitan Development Authority).

The initiative focuses on two main areas:

Upkeeping the green belt and medians on a specific road stretch. Creating a unique structure at Golf Course Road roundabout (now named GD Goenka Chowk) to enhance the urban landscape. The NSS Unit of GD Goenka University conducted a cleanliness campaign on 20 October 2022, and 28th October, 2022, cognizant with the October theme of the NSS, "Clean India Campaign". The campaign was conducted within the sprawling GD Goenka University Campus and included hostel precincts, and GD Goenka Chowk, Golf Course Road Gurgaon. The diverse community of students on campus came together in large numbers to participate in the campaign. The students collected and disposed of plastic waste and also presented slogan banners to spread awareness about keeping our surroundings clean and following proper disposal methods for waste. 425 kg Plastic waste was collected and disposed properly. It was heartening to see the national and international students working together towards this common cause.

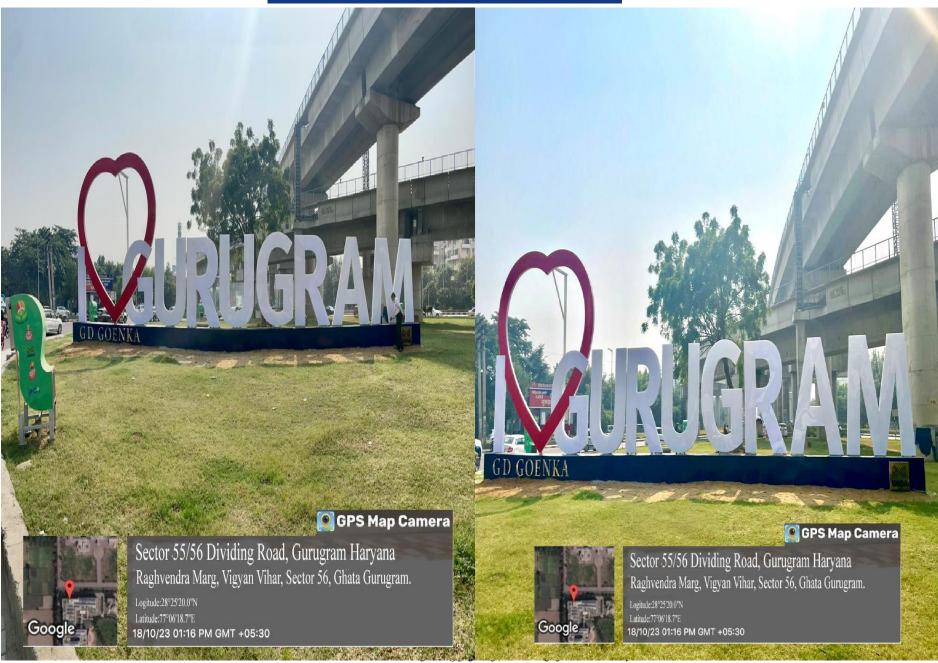














World NGO Day

The NSS Unit of GD Goenka University observed World NGO Day on 27 February 2024 in collaboration with Navjyoti India Foundation in an event themed around water, sanitation and hygiene in Ghamroj. In a collective display of unity and service to the community the team raised awareness around the theme of "Empowerment through Education and Creativity on Environment Sustainability, Water, Sanitation and Hygiene", taking a spirited rally through the village, meeting the local population, raising awareness on hygiene and understanding the concerns of the local populace regarding water issues. The team also interacted with the women in the village, understanding their concerns. A selected group of volunteers met children engaging them in interaction and informing them of basic hygiene processes. The team also donated hygiene related personal and professional items to the Navjyoti India Foundation. The events of the day were a true reflection of the selfless service to nation that characterises the NSS.









Agreement Award



Indian-Non Judicial Stamp Haryana Government



Date: 20/01/2023

Certificate No.

G0T2023A577

98478215

Stamp Duty Paid: ₹ 101

Penalty:

₹ 0

Seller / First Party Detail

Name:

GRN No.

G d goenka University

H.No/Floor: Sohnaroad

Sector/Ward: Sohna

LandMark: Sohnaroad

City/Village: Gurgaon

District: Gurgaon

State:

Phone:

88****79

Haryana

Buyer / Second Party Detail

Name:

Greenobin recycling Pvt ltd

H.No/Floor: Sohnaroad

Sector/Ward: Sohna

LandMark: Badshahpur

City/Village: Gurgaon

District: Gurgaon

State: Haryana

Phone:

88*****89

Purpose:

Memorandum of understanding

The authenticity of this document can be verified by scanning this OrCode Through smart phone or on the website https://egrashry.nic.in

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as "MOU") is made and executed at SOHNA on this 01 day of APRIL 2019 by and between;

G.D. GOENKA UNIVERSITY, having its university at Sohna Gurugram Road, Sohna (Gurugram) Haryana, acting through its Authorized Signatory Maj. Karttikeya Sharma duly authorized by board (hereinafter referred to as 'GDGU', which expression unless repugnant to the context or subject shall mean and include its successors, representatives, assigns, administrators and executors) of the party of FIRST PART.

AND

M/s Greenobin Recycling Private Limited, a company incorporated under the provisions of Companies Act, 1956 having its registered office at F-42, FIRST FLOOR, PRASHANT VIHAR, SECTOR-14, ROHINI, DELHI-110085 and operation office at Opp. Water Works Compound, Near Community Centre, Tyagiwara, Badshahpur, Sector 66, Gurgaon, Gurgaon, Haryana,





122101 acting through its Authorized Signatory Mr. NITIN GOEL, DIRECTOR duly authorized by board (hereinafter referred to as 'Greenobin', which expression unless repugnant to the context or subject shall mean and include its successors, representatives, assigns, administrators and executors) of the party of SECOND PART.

The expressions "GDGU" and "Greenobin" are hereinafter collectively referred to the 'Parties' and individually as the 'Party'.

WHEREAS

- A. 'GDGU' is an educational institute.
- B. Greenobin is engaged in providing the complete paper recycling services and waste paper management facilities including but not limited to office recycling, home recycling, and security shredding and providing the recycling bins in India.
- C. Greenobin approached to GDGU to provide waste paper management facility and allied services for its offices and GDGU agreed to appoint Greenobin for providing the waste paper management facility and allied services to all of its offices in National Capital Region on the following terms and conditions as set herein.

NOW THE PARTIES MENTIONED HEREIN HAVE WITNESSETH AND HEREBY DECLARE, UNDERTAKE AND AGREE AS UNDER:

ARTICLE-1 DEFINITIONS

- 1.1 Unless otherwise clearly required by the context, the following terms shall have the respective meanings as defined below:
 - (a) "Collection Staff" shall mean employees/staff of Greenobin responsible for packaging and collection of Recyclables.
 - (b) "Main Storage Location" shall mean storage location where all the Recyclables will be stored for collection and this location should be accessible to collection vehicle of Greenobin.
 - (c) "Record Form" shall mean physical form of records by maintaining the collection summary, date, quantity of Recyclables collected, earning, redemptions and Collection Staff Name and signature. (Refer Annexure -3)
 - (d) "Recyclables" means any type of Waste Paper or Waste Plastic which is not contaminated and can be reused or recycled into a new product.





- (e) "Recyclable Plastic" means all types of plastic & plastic products which is not contaminated and can be recycled into a new product.
- (f) "Recyclable Paper" means all types of paper & paper product which is not contaminated and can be recycled into a new product.
- (g) "Waste Paper" means all paper used to its maximum and has no other/further use.
- (h) "Waste Plastic" means all plastic used to its maximum and has no other/further use.
- (i) "Collection Summary" is summarized details for collections performed during particular day
- (j) "Total Value" means total calculated value of goods collected in a particular collection
- (k) "Total Exchange. Value" means total value of exchange/barter goods in lieu of Recyclables
- (l) "Collection Site" Sohna Gurugram Road, Sohna (Gurugram) Haryana-122103.

ARTICLE-2 APPOINTMENT OF GREENOBIN

- 2.1 **GDGU** hereby appointed Greenobin to provide the paper recycling services and waste paper management facilities for its **Collection Site**.
- 2.2 Greenobin will collect the Recyclables from the offices of GDGU as per the terms and conditions mentioned in this MoU.

ARTICLE-3 RECYCLING PROGRAMME

3.1 GDGU will collect all the Recyclables at a single location.

(6,1)

- 3.2 After collection of minimum quantity of 500 kg Recyclables, the representative of GDGU shall intimate to Greenobin to collect Recyclables and to initiate the Recycling Programme.
- 3.3 All new Collection Request shall be placed before 12.00 noon for collection execution on next working day.
- 3.4 Collection Staff of Greenobin will collect the Recyclables from the office of GDGU after getting the collection requirement from GDGU on same day or next day or within 3 working days from the receipt of collection request from the office of GDGU subject to fulfilment of minimum collection quantity as mentioned in clause 3.2
- 3.5 Collections are performed on working days i.e. Monday to Saturday of every week between 8.00 am to 5.00 pm except public holidays.





- 3.6 Collection Staff of Greenobin will equipped with the weighing machines to perform the measurement of Recyclables in the presence of representative of GDGU.
- 3.7 Collection summary will be emailed to GDGU on the next working day from the day of collections.
- 3.8 If average collection quantity in five (5) consecutive collection cycle is less than the minimum quantity in Clause 3.2 than **Greenobin** has all the rights to discontinue Recycling Programme.
- 3.9 If collection quantity in any collection is found less than minimum required quantity of 500 kg per location then Rs 2000.00 will be will be levied and deducted from the payment of the client for the same collection.

ARTICLE-4 VALUE OF GOODS AND BILLING

- 4.1 All Recyclables so collected under the Recycling Programme from GDGU shall be divided into various Categories in accordance with the 'Exchange Rate Card' as is provided in ANNEXURE 1.
- 4.2 Greenobin shall determine category-wise quantity of Recyclables collected from GDGU. Such figures of the quantity of each category of Recyclables so collected from GDGU shall be represented in the Collection Summary.
- 4.3 For each kilogram of a particular category of Recyclable identified in Clause 4.2, value shall be allocated in accordance with the 'Exchange Rate Card'.
- 4.4 **Total Value** of the transaction shall be calculated by adding up individual value of each category as per Clause 4.3 above.
- 4.5 As per sub section (1) of section (7) THE CENTRAL GOODS AND SERVICES TAX ACT, 2017, any kind of Barter or Exchange will be considered as a supply of goods therefore GDGU shall issue a tax invoice for the Recyclables sold to Greenobin with the applicable rate of taxes as detailed in Annexure 1.
- 4.6 In case GDGU is not registered under THE CENTRAL GOODS AND SERVICES TAX ACT, 2017 OR GDGU is not willing to issue a tax invoice as per Clause 4.5, than Greenobin will raise a self-invoice for the purchase made for amount as per terms of this MoU.
- 4.7 If self-invoice is raised by Greenobin as per Clause 4.6, Greenobin shall deposit applicable tax as per Reverse charges of THE CENTRAL GOODS AND SERVICES TAX ACT, 2017.





ARTICLE-5 BARTER SYSTEM AND PAYMENTS

- 5.1 The **Total Value** earned by GDGU as per clause 4.4 can be availed as below:
 - (a) MONETARY: Equal amount of cash/Cheque/bank transfer with limit of Rs 10,000.00 of cash per day.
 - (b) BARTER/EXCHNAGE: Choice of any products from Product catalogue in Annexure 2 with Total Exchange Value equal to Total Value.
 - a. Products ordered under Barter shall be invoiced by Greenobin to GDGU GSTIN with applicable rate of taxes under THE CENTRAL GOODS AND SERVICES TAX ACT, 2017
 - **b.** Value of such products is detailed in Annexure 2 with HSN code and applicable rate of tax
- 5.2 Any payment or Barter shall be made for Total Value at the time of order.
- 5.3 Delivery of order will be done depending on the next collection cycle in the area only.
- 5.4 Total value shall be availed in the same financial year (April to March), balance Total Value (if any) after the end of financial year will be forfeited.

ARTICLE 6 PARTIES' PROJECT CONTACTS

Greenobin and GDGU primary contacts for all activities under this MoU shall be those identified in the table below or such other contact notified by a Party to the other in writing from time to time.

GREENOBIN COMMERCIAL CONTACT

Name: Raj Sharma

Telephone: +91-8800337389

Email: greenobinrecycling@gmail.com administratorgdgws@gdgoenka.com

GREENOBIN OPERATIONS CONTACT

Name: Lokesh Kumar

Telephone: +91-8800392278

Email: greenobinwarehousel@gmail.com

GDGU COMMERCIAL CONTACT

Name: Major Karttikeya Sharma

Telephone: 9818171301

Email:

GDGU OPERATIONS CONTACT

Name: Major Karttikeya Sharma

Telephone: 9818171301

Email:administratorgdgws@gdgoenka.com

ARTICLE-7 MISCELLANEOUS

7.1 This MOU, its existence and all information exchanged between the Parties under this MOU shall not be disclosed to any Person by any Party. Each Party shall hold in strictest confidence,





shall not use or disclose to any third party, and shall take all necessary precautions to secure any Confidential Information of the other Party. Disclosure of such information shall be restricted solely to employees, agents, consultants and representatives who have been advised of their obligation with respect to Confidential Information. The obligations of confidentiality do not extend to information which:

- (a) is disclosed to employees, legal advisers, auditors and other consultants of a Party provided such persons have entered into confidentiality obligations similar to those set forth herein; or
- (b) is disclosed with the consent of the Party who supplied the information; or
- is, at the date this MOU is entered into, lawfully in the possession of the recipient of the information through sources other than the Party who supplied the information; or
- (d) is required to be disclosed pursuant to applicable law or is appropriate in connection with any necessary or desirable intimation to the Government of India; or
- (e) is generally and publicly available, other than as a result of breach of confidentiality by the Person receiving the information.
- 7.2. The Parties acknowledge and agree that this MOU is effective as of date of execution of this MOU and shall be valid for a period of 5 (Five) years from the Effective Date until terminated by any of the party by giving 30 days written notice to other party without giving any cause or Reasons. However this MOU can be extended further for a period of further 1 (one) year on the terms and conditions as agreed mutually.
- 7.3 Any notice required or permitted to be given hereunder shall be in writing and shall be effectively served (i) if delivered personally, upon receipt by the other Party; (ii) if sent by prepaid courier service, airmail or registered mail, within five (5) days of being sent; or (iii) if sent by facsimile or other similar means of electronic communication (with confirmed receipt), upon receipt of transmission notice by the sender. Any notice required or permitted to be given hereunder shall be addressed to the address as given in the title to this MoU.
- 7.4 The parties hereto agree that, in the event that either of them suffers any harm of any description whatsoever, including losses, costs, damages, advocates or other consultant's fees and expenses or other expenses of any nature whatsoever, resulting from any inaccuracy in any of the respective representations and warranties of the either party, as set forth in this MOU, the party hereto whose representation and warranty is false or inaccurate shall immediately and fully, protect, hold harmless, and indemnify the other party hereto. The indemnification contained in this Article shall not in any way relieve either party hereto from any indemnification provided to any of the other party hereto pursuant to any other agreement between such parties.



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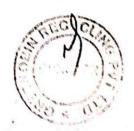
- of India. Courts at Delhi shall have jurisdiction to decide all matters arising out of this MoU and/or directly / impliedly concerning this MOU.
- That at all times during the currency of this MOU as the case may be, the Parties shall use their best efforts to resolve by mutual agreement any dispute or difference arising between the Parties as to their respective rights, duties and obligations there under or as to any matter arising out of or in connection with the subject matter of this MOU or as to the meaning or construction of thereof ("Dispute"). If the Parties are unable to resolve any Dispute by negotiation within 30 days, either Party may propose to the other in writing that the Dispute should 'referred to a sole arbitrator appointed by mutual consent of both the Parties for adjudication of such dispute. If the Parties are unable to agree on a sole arbitrator within fifteen (15) days of the proposal in writing by any Party to refer the Dispute for adjudication by arbitration, each Party shall name and appoint one arbitrator of its choice within thirty (30) days thereafter. The two arbitrators so appointed shall by mutual consent appoint a third arbitrator within fifteen (15) days thereafter, who shall act as the presiding arbitrator. The arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The language of arbitration shall be English and the venue of arbitration shall be Gurgaon. The decision of the arbitrator / arbitral tribunal shall be final and binding on the Parties.
- 7.7 Nothing contained in this clause shall prevent the Parties from approaching a court of competent jurisdiction to obtain an interim injunctive relief, irrespective of whether the subject matter of dispute is under negotiation or pending arbitration.
- 7.8 Nothing contained in this MOU shall constitute or be deemed to constitute a partnership between the Parties, and no Party shall hold himself out as an agent for the other Party, except with the express prior written consent of the other Party.
- 7.9 This MOU may be executed in two counterparts, both of which taken together shall constitute one and the same MoU, and either Party may enter into this MOU by executing a counterpart.
- 7.10 No waiver of any breach of any provision of this MOU shall constitute a waiver of any prior, concurrent or subsequent breach of the same of any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.
- 7.11 If any provision of this MOU is invalid, unenforceable or prohibited by law, this MOU shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from any Party hereto to the others, and the remainder of this MOU shall be valid, binding and of like effect as though such provision was not included herein.





- 7.5 This MOU shall be governed and interpreted by, and construed in accordance with the laws of India. Courts at Delhi shall have jurisdiction to decide all matters arising out of this MOU,
- That at all times during the currency of this MOU as the case may be, the Parties shall use their best efforts to resolve by mutual agreement any dispute or difference arising between the Parties as to their respective rights, duties and obligations there under or as to any matter arising out of or in connection with the subject matter of this MOU or as to the meaning or construction of thereof ("Dispute"). If the Parties are unable to resolve any Dispute by negotiation within 30 days, either Party may propose to the other in writing that the Dispute should 'referred to a sole arbitrator appointed by mutual consent of both the Parties for adjudication of such dispute. If the Parties are unable to agree on a sole arbitrator within fifteen (15) days of the proposal in writing by any Party to refer the Dispute for adjudication by arbitration, each Party shall name and appoint one arbitrator of its choice within thirty (30) days thereafter. The two arbitrators so appointed shall by mutual consent appoint a third arbitrator within fifteen (15) days thereafter, who shall act as the presiding arbitrator. The arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The language of arbitration shall be English and the venue of arbitration shall be Gurgaon. The decision of the arbitrator / arbitral tribunal shall be final and binding on the Parties.
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- 7.8 Nothing contained in this MOU shall constitute or be deemed to constitute a partnership between the Parties, and no Party shall hold himself out as an agent for the other Party, except with the express prior written consent of the other Party.
- 7.9 This MOU may be executed in two counterparts, both of which taken together shall constitute one and the same MoU, and either Party may enter into this MOU by executing a counterpart.
- 7.10 No waiver of any breach of any provision of this MOU shall constitute a waiver of any prior, concurrent or subsequent breach of the same of any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.
- 7.11 If any provision of this MOU is invalid, unenforceable or prohibited by law, this MOU shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from any Party hereto to the others, and the remainder of this MOU shall be valid, binding and of like effect as though such provision was not included herein.





IN WITNESS WHEREOF the Parties hereto have executed this MOU the day and year first hereinabove written.

Signed and delivered for and on behalf of

GD GOENKA UNIVERSITY

O GOEN TO THE RESTA

Name: MAJOR KARTTIKEYA SHARMA

Title: ADMINISTRATOR

Signed and delivered for and on behalf of GREENOBIN RECYCLING PVT. LTD.

NITIN

Digitally signed by NITIN GOEL

GOEL

Date: 2023.01.20 11:23:34 +05'30'

Name: <u>NITIN GOEL</u>
Title: <u>DIRECTOR</u>



ANNEXURE -1 EXCHANGE RATE CARR

HSN COD E	GST @	FOR MIN 500 kg	Rs. /KG
4707	5%	1. WHITE OFFICE PAPER (NO MIXING) 2.	(Exclusive of
		2. OF FICE PAPER (NO MIXING)	taxes)
4707	5%	NEWCDAR	15
		NEWSPAPER/MAGAZINE/RECORDS/BROCHURES	. 10
4707	5%	3. MIX FOR SORTING/UNSORTED	
4707	5%	4. SHREDDED PAPER	10
4707	5%	5. CARTON BOX	5
4707	5%	6. FLAT BOARD/DUPLEX BOARD/OTHER LOW	7
	2/0	GRADE PAPER	1

ANNEXURE - 2 PRODUCT CATALOGUE

PRODUCT CATALOGUE

1. IMAGES AND DESCRIPTION OF PRODUCTS BELOW ARE FOR REFERENCE ONLY, PHYSICAL SAMPLE MAY DIFFER.

2. PRICES MAY DIFFER WITH PRIOR INTIMATION

	CODE	DESCRIPTION	. 1		
	1.COPIER PAPER				
Дж - 18 1	1001	JK RED COPIER PAPER, 500 SHEETS SIZE:A4, GSM:75, BEST QUALITY, 500 Sheets	Rs 270.00		
	1002	CENTURY COPIER SIZE: A4, GSM: 75, ECO-FRIENDLY, 500 Sheets	Rs 265.00		
7.0°	1003	BINDAL RED COPIER SIZE: A4, GSM: 75, ECO-FRIENDLY, 500 Sheets:	Rs 260.00		
	1004	SPECTRA COPIER SIZE: A4, GSM: 75, ECO-FRIENDLY, 500 Sheets	Rs 260.00		





ANNEXURE -3 COLLECTION RECORD FORM



Recycle Point

Record Book
GREENOBIN RECYCLING PRIVATE LIMITED
Shop No. 1 &2, Opp. State Bank of India
Main Sohna Road, Badshapur, Gurgaon - 122001
PM: 0124-2361077 | 8800557379
E: info@greenobin.com

NAME:ADDRESS:	
Phone No:	

	CUSTOMER COPY						
	DATE	Qty in Kg	Recycle Points Earned	Recycle Points Redeemed	Running Balance	Executive Name	Signature
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21						•	

GREENOBIN - Reuse Whatever Is Used info@greenobin.com







SERVICE AGREEMENT

The Agreement is entered into on this 1st day of May 2021 at Haryana.

BY AND BETWEEN

Farm Palate, A Unit of K. Cube Farms LLP having its regd. office adjacent SCJ World Academy, Sohna Gurugram, Haryana, (hereinafter referred to as "First Party" which expression shall, unless contrary to and/or repugnant to the context mean and include its successors, representatives and permitted assigns) through Mr. Vivek Khanna to enter into and sign this agreement for and on behalf of the First Party.

·AND

GD Goenka University, Sohna Gurgram Road, Gurugram – 122103 (hereinafter referred to as the "Second Party" or "Client" which expression shall, unless contrary to and/or repugnant to the context mean and include its successors, representatives and permitted assigns) through its authorized representative Major Karttikeya Sharma of the Second Party.

WHEREAS

The First Party Provides facility for the Collection & Transportation of all the Kitchen & Food waste from premises of its partners under the 'Feed & need" initiative.

(

The Second Party has shown keen interest & agreed to give the entire food/waste (Management & Handling) to the First Party from its premises at GD Goenka University.

FOR K CUBE FARMS LLP

NOW THIS AGREEMENT witnessed the following terms & conditions to be performed by both the parties to the agreement.

- 1. The First Party will require the Second Party's staff/representative to sign its Daily collection Sheet in acknowledge of waste handed over. The First Party's Staff will sign the Record Book to be maintained by the Second Party in acknowledgement of waste collected. Maintenance of these records by both parties it a requirement to ensure timely monitoring anytime in near future to streamline processes & Logistics.
- 2. The Second Party will arrange collection and ensure proper segregation of COOKED & RAW FOOD WASTE generated from its various kitchens/canteens/departments/eating areas. The Second Party will try to ensure that any other waste items like bottle caps, plastic, glass, paper, tin polythene etc. is not mixed with kitchen /food waste being handed over to the first party.
- 3. The Second Party will pack the segregated food waste at the decided collection end point and keep them ready for collection by First Party's collection staff during 6 am. to 8 am. in the Morning & 5:00 pm. to 7:00 pm in the evening & any other time which may be mutually agreed upon. The representatives of the first Party shall not be allowed at any other part of premises of the Second Party apart from this collection point.
- 4. The First Party will be placing 15 drums (220 Ltrs.) to be used by second party for disposing only the food waste garbage bags. The same will replaced by first party on every visit by empty drums for refilling again.
- 5. The Second Party undertakes to deliver to the First Party only the food/kitchen wasted generated on daily basis. Waste of any other nature including construction, biological, biomedical, hazardous etc. will not be filled or shared with the First Party.
- 6. The Second Party's responsibility will cease, once the entire food wasted has been handed over to the First Party, It is specifically, agreed and understood that Management & Handling during transportation and disposal shall be the exclusive responsibility of the First Party.

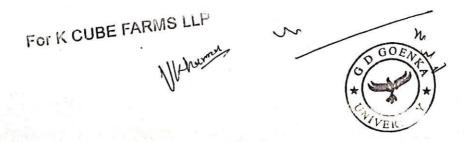
For K CUBE FARMS LLP

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- 7. The First Party will not charge the Second Party for this daily collection of food waste.
- 8. Notwithstanding the aforesaid terms this Agreement may be terminated by either party by giving a minimum 120 days written notice.
- 9. Neither Party shall transfer or assign the right granted under this Agreement without the prior intimation to the other party without obtaining a written undertaking by the proposed assignee/transferee agreeing to assume all of the said party's obligations under this Agreement and to abide by all the obligations and covenants contained herein.
- 10. No change of modification or waiver of any of the terms of this Agreement shall be effective unless agreed to in writing and signed by a duly authorized officer of each of the parties hereto.
- 11. This agreement shall be governed by the laws of India and shall be interpreted and construed in accordance with the laws of India and the Courts at Gurugram, Haryana alone shall have exclusive jurisdiction to try, entertained and dispose of any dispute between the parties hereto.
- 12. All notices, requests, demands and other communications required/permitted to be given under this Agreement shall be in writing and delivered by hand against receipt, or sent by registered mail or at the following address.

FIRST PARTY	SECOND PARTY	
FARM PALATE,	GD GOENKA UNIVERSITY,	
A Unit of K Cube Farms LLP	Sohna Gurugram Road,	
Gurugram, Haryana	Hayana – 122103	
Contact No.: 9560602575	Contact No.: 9818171301	

any such notice or communication shall be deemed to have been duly given and served at the date and time of (i) delivery or of first refusal of delivery, if sent by registered mail or delivered by hand; or (ii) either the date sent (if sent during the receiving party's normal business hours) or next succeeding business day, if sent by telefax.



13. The terms of this Agreement shall be 03 years commencing from May 01, 2021 and terminating on Agreement on April 30th 2024 and the Agreement thereafter may be renewed for such further period and on such terms and conditions as may be mutually decided by the parties.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HAND AND SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

For K CUBE FARMS LLP

For Farm Palate
(A Unit of K Cube Farms LLP)

Partner

FOR K CUBE FARMS LLP

Partner

Authorized Signatory (First Party)

(1

For GD Goenka University,

Authorized Signatory (Second Party)



GURUGRAM METROPOLITAN DEVELOPMENT AUTHORITY

Urban Environment Division

Office of Additional Chief Executive Officer

Tau Devi Lal Biological & Botanical Garden, Sector-52, Gurugram-122002,dfo.gmda@gov.in

Dated:

To

G D Goenka University G D Goenka Education City Sohna Gurugram Road, Delhi NCR, Haryana - 122103

Sub: MoU for activities to be undertaken for Environment Conservation within GMDA jurisdiction under CSR.

Ref: Your application/proposal dated November 15, 2022.

With reference to the subject cited above and your proposal dated November 15, 2022, kindly find enclosed herewith duly signed MoU for undertaking activities for environment conservation within GMDA jurisdiction under CSR.

> [Subhash Yadav IFS] Addl. Chief Executive Officer, Urban Environment Division, GMDA

Dated:

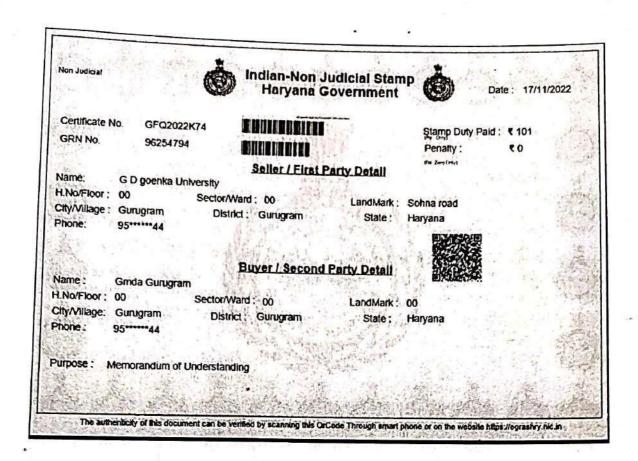
No. 1054-1057

Copy to following for kind perusal and information:

- 1. Addl. CEO, Mobility, GMDA
- 2. Chief Engineer, Infra-I, GMDA
- 3. Estate Officer, GMDA
- 4. Manager, Roadside Green (UED), GMDA

[Subhash Yadav IFS]

Addl. Chief Executive Officer, Urban Environment Division, GMDA



MEMORANDUM OF UNDERSTANDING

THIS Memorandum of Understanding ("MOU") is made and executed at Gurugram on this day of November 18, 2022.

BY AND BETWEEN

Gurugram Metropolitan Development Authority, a body duly established under the provisions of the Gurugram Metropolitan Development Authority Act, 2017, having its office at Plot no. 3, Sector 44, Gurugram, Haryana-122001 PAN No-AABLG4924C, herein referred to as "The Authority" (which expression, unless repugnant to the context hereto, shall mean and include its successors and permitted assigns) of the FIRST PART;

AND

GD Goenka University, a university duly registered under the provisions of the UGC Act 1956, having its present office at GD Goenka Education City, Sohna Gurugram Road, Delhi NCR, Haryana – 122103 and PAN Number: AABCG6248G, herein represented by its Authorized Signatory, and hereinafter referred to as "Development Partner" (which expression, unless repugnant to the context hereto, shall mean and include its successors and permitted assigns) of the SECOND PART

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Addl. Chief Executive Officer UED, GMDA, Gurugram

For G.D. Gound University

Director/Auth, Signatory

Page 1 of 8.

"The Authority" and "Development Partner" shall hereinafter individually be referred to as a "Party" and collectively as the "Parties."

Recitals:

- A. WHEREAS the Authority has been mandated with the objective of providing the integrated planning and coordinated development& maintenance of urban infrastructure and provision of amenities, sustainable management of the urban environment, and social, economic and industrial development in the city of Gurugram.
- B. AND WHEREAS the Development Partner is, inter alia, aspires to work dedicatedly towards the Water Security of the country, by focussing on technologies, governance, community, financing, economics from a systems and design thinking approach. The idea is to look towards water as a central theme, while working on the different enabling factors influencing the outcomes. Thus desirous of taking initiatives related to environment (water, wastewater, treated water, air, flora, green cover and fauna) conservations, monitoring and studying in area of jurisdiction of GMDA.
- C. AND WHEREAS the Authority and the Development Partner under the brand name of "DFT" have agreed to work on city centric actions pertaining to urban forestry, plantations, maintenance of greenbelts, water conservation, environment management and conservation, air quality monitoring and management, awareness creation on environment issues, waste management, climate resilient and low carbon pathway/ plans and similar such projects for Gurugram District Area. The activities would be implemented in areas falling under the jurisdiction of the Authority through funds raised by Development Partner.
 - D. AND WHEREAS based on the representations of the Development Partner, and satisfying itself about competence of the Development Partner, the Authority has agreed to enter into this MOU to execute various environment conservation, protection and publication activities on account of funds of Development Partner.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Term

- 1.1 This MOU shall commence on November 18, 2022 ("Effective Date") and shall continue and remain in full force for a continuous period of 03 (three) years ("Term") i.e., from the Effective Date, unless and until terminated early in accordance with the terms of this MOU.
- 1.2 This MOU may be renewed on such terms and conditions as may be mutually agreed between the Parties.

For G.D. Goenka University

Addl. Chief Executive Officer UED, GMDA, Gurugram

·Page 2 of 8

2. SCOPE OF ACTIVITIES

- 2.1 Subject to the terms and conditions of this MOU, Development Partner shall either steel directly execute activities related to environment conservation in consultation with the Authority within its jurisdiction or will plan, design, implement and engage with community with the raised funds for execution of such activities to the Authority as per mutual understanding between the Parties from time to time. The proposed activities may be from following key areas:
 - Urban forestry,
 - Plantations.
 - Maintenance of greenbelts,
 - Water conservation,
 - Water Monitoring
 - Environment management and conservation,
 - Air quality monitoring and management,
 - Awareness creation on environment issues,
 - Waste management,
 - Wastewater/Treated water management
 - Energy Conservation
 - Technical and Design Consultation for all the above
 - Reporting/Publishing for all the above
 - Similar ecological preservation projects and studies

The above list is not exhaustive; the other environment friendly innovative activities may be included in the scope of this MOU as per technological innovations.

3. CONSIDERATION

- 3.1 Subject to Clause 3.2 and 3.3 below, the Development Partner has agreed to execute the activities with the Authority entirely out of its free will and volition, and without any monetary consideration from the Authority.
- 3.2 The Authority shall acknowledge the contribution of the Development Partner and its partners and describe the nature of Services provided (along with photographs and details) on the website of the Authority giving credit to the Development Partner and its partners for the activities executed under this MOU. The Authority may further include the name of the Development Partner and its partners in brochures, newsletters etc. published by the Authority in reference to the activities undertaken jointly. Mode, manner and duration of display of the name of the "GD Goenka University, Development Partner" on the

Addl. Chief Executive Officer UED, GMDA, Gurugram For G.D. Goenka University

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Director/Auth. Signatory

Page 3 of 8

website or printed material shall be decided by the Authority in consultation with

The Development Partner and its partners shall have the right to display their logo along with that of the Authority on a design finalized by the Authority in consultation with the Development Partner at a certain number of places where activities shall be undertaken. The permissible logos are enclosed as Annexure-I.

RIGHTS AND OBLIGATIONS OF THE DEVELOPMENT PARTNER 4. 4.1

- The Development Partner shall have the following rights and obligations under this MOU:
- i. It shall be required to propose activities strictly in accordance with this MOU;
- ii. It shall not raise any claim or demand on the Authority with respect to the expenses incurred by it for execution of activities during the entire term or claim any consideration
- iii. It shall be entitled to engage third party agencies for execution of activities or assign any part of it to any third-party agencies, however, the Authority will not acknowledge the contribution of such third parties individually, and also the Development Partner will fully indemnify the Authority from any claims against the Authority by such third parties in relation to disputes arising between the Development Partner and the Third Party.
- iv. It shall be responsible for the personnel deployed by it and shall ensure that its personnel take all actions in accordance with the laws in force, and that they do not indulge in any activity (ies) detrimental to the interest (s) of the Authority.
- v. It shall ensure that personnel deployed by it shall not approach or correspond with the Authority for any payment, fees, remuneration, wages, salary, claims or compensation, etc. and shall indemnify the Authority against any such claims;
- vi. The Development Partner would be allowed to use visual or audio effects to the extent permissible by law and approved by the Authority to create awareness amongst the residents and visitors of Gurugram, about social, civic and environmental issues.
- vii. The Development Partner shall not, at any point, raise any claim in relation to the land, movable or immovable property, plants, trees, horticulture, architectural features etc., whether such property pre-existed or created under this MOU.
- viii. The Development Partner and its partners will be allowed to take carbon sequestration/credits of tree plantation, water saved numbers etc. as part of their project claim as permissible by the Government.

5. COVENANTS BY THE AUTHORITY

- 5.1 The Authority hereby covenants with the Development Partner that:
 - It shall provide all possible assistance to the Development Partner so as to enable the i. Development Partner to perform its duties obligations in compliance with this MOU.

Addl. Chief Executive Officer UED, GMDA, Gurugram

For G.D. Goer ta University

- ii. The Authority shall provide the requisite assistance to the Development Partner under this from the Development Partner.
- ii. It shall coordinate, at the cost and expenses of the Development Partner, with other statutory agency (ies)/authority (ies) for obtaining permissions, licences and approvals, the Development Partner for execution of activities in relation with this MOU.
- iii. The Authority shall, on its website, gratefully acknowledge the contribution of the provided under project initiatives.
- iv. The Authority shall, not mount any action/proceedings, other than termination of the MOU, against the Development Partner for deficiency in Service/Activities under this MOU.
- V. There shall be a Steering Committee chaired by Additional Chief Executive Officer of the Authority, and such other members as may be required, that will facilitate the implementation and monitoring of Activities. This committee may hold a quarterly review with the Development Partner(s) for review and assessment for implementation of activities under this MOU.

6. REPRESENTATIONS AND WARRANTIES

- 6.1 The Development Partner hereby warrants and represents to and for the benefit of the Authority that:
 - i. It has full capacity and authority to enter, execute, deliver and perform the activities under this MOU;
 - ii. It shall adhere to directions of the Authority from time to time with respect to the activities as per MOU.
 - iii. In case of any disagreement between the Development Partner and the Authority, the Development Partner will be provided with a fair opportunity to represent its position, however the decision of the Authority will be final and binding.
- iv. The execution of this MOU and the performance of its obligations under this MOU and the implementation of terms and conditions contemplated hereby do not constitute a breach of any contract, agreement, arrangement or understanding entered into by it with any third party or any intellectual property rights of any third party;

7. TERMINATION

- Fither Party may terminate this MOU any time in case of breach of this MOU by the other Party by serving in writing a prior written notice of 1 (one) month to the other Party to cure such breach in the event the breach is curable. However, if such breach is not cured to the reasonable satisfaction of the Party aggrieved, the MOU shall stand terminated upon expiration of the said one months' notice.
- 7.2 Upon termination of this MOU, neither Party shall have any claim nor demand on the other, on any account whatsoever.

Addl. Chief Executive Officer UED, GMDA, Gurugram For G.D. Goenka-University

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Director/Auth. Signatory
Page 5 of 8

8. FORCE MAJEURE

The Development Partner or the Authority shall not be responsible for failure to perform or fulfil any provisions of this MOU when such failure or delay is due to Force Majeure epidemic, quarantine, natural catastrophes, acts of public authorities or for any other provided against, and which cannot be overcome by due diligence and which directly any such situation, the Development Partner or the Authority provided herein. In this MOU. Any damage caused due to Force Majeure events, shall not be a liability of the Development Partner/Authority.

9. GOVERNING LAW AND JURISDICTION

- 9.1 Subject to the provisions of the arbitration clause below, this MOU shall be governed by the laws of India and subject to the courts at Gurugram which shall have the exclusive Jurisdiction.
- 9.2 Any dispute(s), between the Parties, arising in connection with this MOU, shall be referred to Chief Executive Officer, GMDA Gurugram. The decision (s) of the CEO, GMDA shall be final and binding on the Parties.

10. INTELLECTUAL PROPERTY RIGHTS

The Parties shall at all times have legitimate ownership and / or shall be legitimate user of its own intellectual property rights and know-how including but not limited to copyright, trademark or name. Any intellectual property rights arising out of the activities proposed to be carried out under this MOU shall be jointly owned by the Parties. The Parties shall not assign any joint intellectual property rights to a third party with prior consent of the other Party.

11. MISCELLANEOUS

- 11.1 The Authority and the Development Partner shall be and act as independent parties and under no circumstances shall this MOU be construed as one of partnership or joint venture between them. There would be Principal to Principal relationship between the Authority and the Development Partner and nothing contained in this MOU shall be resulting in either Party acting as an agent, employee or partner of the other or deemed to be an establishment of the other Party.
- 11.2 This MOU and the documents related hereto set forth the entire understanding of the Parties relation to the subject matter hereof, and all other and/or prior understandings, whether written or oral, are hereby superseded.
- 11.3 This MOU may not be modified, amended, terminated or supplemented except in accordance with its express terms and in writing executed by both the Parties.

Addl. Chief Executive Officer UED, GMDA, Gurugram For G.D. Goer ka University

Director Auth. Signatory

Page 6 of 8

- 11.4 Any provision of this MOU, which is or may become prohibited or unenforceable in law, shall be ineffective only to the extent of such prohibition or unenforceability without invalidating or affecting the remaining provision of this MOU.
- 11.5 Each of the rights of the Parties hereto under this MOU are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the
- 11.6 All notice required and permitted under the provisions of this MOU or by law to be served upon or be given to a Party hereto by any other Party hereto shall be deemed duly

If to the Authority:

Gurugram Metropolitan Development Authority (GMDA)

Plot No. 3, Sector - 44, Gurugram, Haryana

Attention: The CEO

If to the Development Partner:

GD Goenka University GD Goenka Education City,

Sohna Gurugram Road, Delhi NCR, Haryana - 122103

Attention: The Director

IN WITNESS WHEREOF the parties herein have affixed their respective signatures to MOUon the date, month and years as written above, in presence of the witnesses

For Gurugram Metropolitan **Development Authority**

Through its duly authorized signatory

Subhash Yadav, IFS Addl. CEO UED, GMDA For GD Goenka University

Through its duly authorized signatory

For G.D. Goerika University

Director/Auth. Signatory Major Karttikeya Sharma

Administrator

WITNESSES: 1.

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2.

AMAR KUMAR

9599543644 Page 7 of 8

Annexure - I

Permissible Logo at Work sites



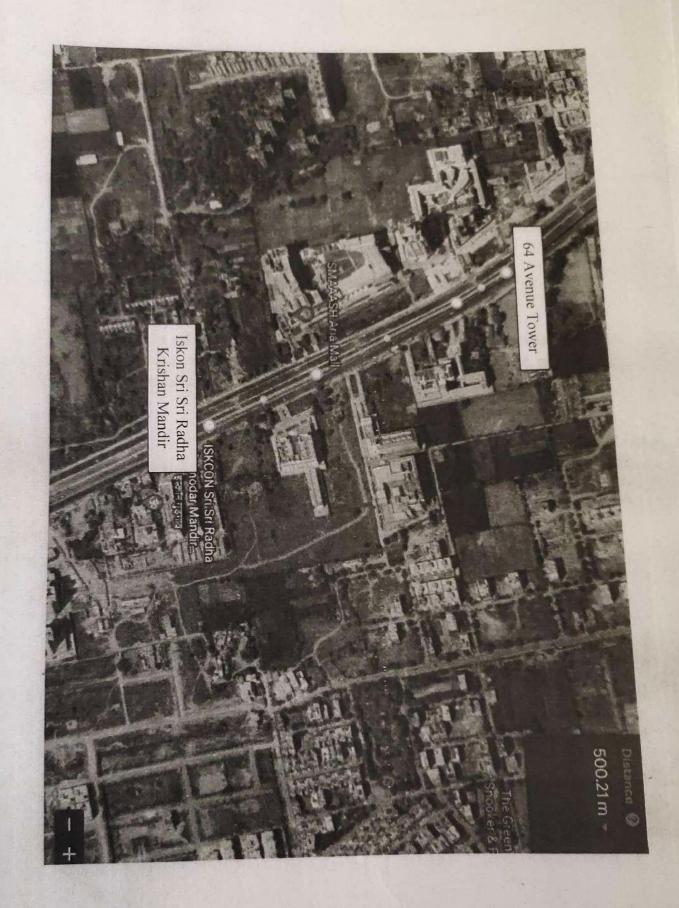




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Addl. Chief Executive Officer UED, GMDA, Gurugram For G.D. Goenka University

Director/Auth. Signatory





GURUGRAM METROPOLITAN DEVELOPMENT AUTHORITY

Urban Environment Division

Office of Divisional Forest Officer-cum-Metropolitan Green Planner

Tau Devi Lal Biological & Botanical Garden, Sector-52, Gurugram-122002,dio.gmda@gov.in

No. MGP/2021/2424-

Dated: 10/3/2021

То

The Director, G. D Goenka University Gurgaon – Sohna Road Gurugram Haryana

Sub: MoU for Adoption of Greenbelt Asset ID 1 (dividing road between sector – 56/55) & part of Asset ID – 13approx 420 Meter (dividing road between sector – 56/58) formaintenance purpose.

Ref: Your office email dated 25/02/2021.

With reference to the subject cited above and your proposal dated February 25th, 2021, kindly find enclosed herewith duly signed MoU for Adoption of Asset ID 1 (dividing road between sector – 56/55) & part of Asset ID – 13 approx 420 Meter (dividing road between sector – 56/58). Kindly also find enclosed herewith Standard Operating, Guidelines for maintenance of Greenbelts developed by GMDA. The Greenbelt shall be maintained strictly in accordance with guidelines and direction of officer-in-charge of GMDA. You are requested to take over the site w.e.f. 01.03.2021 and start the work.

[Subhash Yadav IFS]

Divionsal Forest Officer-cumMetropolitan Green Planner,
Urban Environment Division, GMDA

No. MGP/2021/2425-2429

Copy to following for kind perusal and information:

1. Addl. CEO 1, GMDA

2. Addl. CEO, Mobility, GMDA

3. Chief Engineer, Infra-I, GMDA

4. Estate Officer, GMDA

5. Manager, East Range (UED), GMDA

Dated: 10/3/2021

[Subhash Yadav IFS]

Divionsal Forest Officer-cum-Metropolitan Green Planner, Urban Environment Division, GMDA Andant



Indian-Non Judicial Stamp Haryana Government

Deponent



Date: 10/03/2021

Certificate No.

G0J2021C4444

Stamp Duty Paid: ₹ 101

GRN No.

74497028

Penalty:

₹0

G d Goenka University

H.No/Floor: 00

Sector/Ward: 00

Landmark: 00

City/Village: Sohna

District: Gurugram

State: Haryana

Phone:

Name:

1088



Purpose: MoU for Greenbelt under the CSR policy to be submitted at Gmda

The authenticity of this document can be verified by scanning this OrCode Through smart phone or on the website https://egrashry.ric.in

MEMORANDUM OF UNDERSTANDING

THIS Memorandum of Understanding ("MOU") is made and executed at Gurugram on this day of, March 10 2021

BY AND BETWEEN

Gurugram Metropolitan Development Authority, a body duly established under the provisions of the Gurugram Metropolitan Development Authority Act, 2017, having its present office at Plot no. 03, Sector 44, Gurugram, Haryana herein represented by its Authorized Signatory, and hereinafter referred to as "The Authority" (which expression, unless repugnant to the context hereto, shall mean and include its successors and permitted assigns) of the FIRST PART;

AND

M/s G. D. Goenka University a duly registered under the provisions of the UGC Act 1956, having its present office at G.D. Goenka Education City, Sohna- Gurgaon Road, Delhi NCR, Haryana - 122103 herein represented by its Authorized Signatory, and hereinafter referred to as "The Development Partner" (which expression, unless repugnant to the context hereto, shall mean and include its successors and permitted assigns) of the SECOND PART;

"The Authority" and "The Development Partner" shall hereinafter individually be referred to as a "Party" and collectively as the "Parties."

Divisional Forest Officer

cum Metropolitan Green Placter GMDA, Gur Page 1 of 8

Recitals:

- A. WHEREAS the Authority has been mandated with the objective and purposes of providing the integrated planning and coordinated with the objective and purposes of providing the integrated planning and coordinated development of urban infrastructure and provision of amenities, sustainable management of the urban environment, and social, economic and industrial development in the city of Gurugram;
- B. AND WHEREAS the Development Partner is engaged in the business a Real Estate. The Development partner is a subsidiary of Tata Realty and Infrastructure Limited.
- C. AND WHEREAS the Authority and the Development Partner have agreed, to improve the livability in Gurugram Metropolitan Area, to collaborate in the planned development and proper maintenance of urban green spaces;
- D. AND WHEREAS the Development Partner has agreed to offer certain services (as per its resources / intent) to the Authority and to the city of Gurugram, in the maintenance of urban green spaces;
- E. AND WHEREAS based on the representations of the Development Partner, and satisfying itself about competence of the Development Partner, the Authority has agreed to avail certain services from the Development Partner as specified in Annexure-I to this MOU ("Services") in the areas as specified in Annexure-I to this MOU ("Areas");

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

1. Term

- This MOU shall commence on March II 2021 ("Effective Date") and shall continue and remain in full force for a continuous period of 3 (three) years ("Term") i.e. from the Effective Date, unless and until terminated early in accordance with the terms of this MOU.
- This MOU may be renewed at the sole discretion of Authority on such revised terms as may be mutually agreed between the Parties. Provided that the Authority shall exercise such renewal option not less than one (1) month prior to the expiration of the Term.

2. SCOPE OF SERVICES

- Subject to the terms and conditions of this MOU, the Development Partner shall, entirely at its own costs and expenses, provide the Services as detailed in Annexure - I in the allotted Areas. Any increase in the scope of Service of expansion of Areas shall be applicable and obligatory on Development Partner only when mutually agreed by the Parties.
- 2.2 The Development Partner shall ensure that for discharge of the Services at the Areas, sufficient number of trained personnel, together with requisite equipment and material are employed in such a way that Services are smoothly, continuously and efficiently discharged at the Areas during the entire Term.

3. CONSIDERATION

- Subject to Clause 3.2 and 3.3 below, the Development Partner has agreed to provide the 3.1 Services to the Authority entirely out of its free will and volition, and without any monetary consideration from the Authority.
- 3.2 The Authority will acknowledge the contribution of the Development Partner and describe the nature of Services provided (along with photographs and details) on the website of the Authority giving credit to the Services. The Authority may further include the name of the Development Partner in brochures, newsletters etc. published by the Authority in reference to the Services provided. Provided that the mode, manner and duration of

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display of the name of the Development Partner on the website or printed material shall be decided solely by the Authority and the Development Partner would not raise any

The Development Partner shall have the right to display their logo along with that of the 3.3 Authority on a design finalized by the Authority in consultation with the Development Partner at a certain number of places on the work site as decided by the Authority.

RIGHTS AND OBLIGATIONS OF THE DEVELOPMENT PARTNER 4. 4.1

The Development Partner shall have the following rights and obligations under this MOU:

It shall be required to provide the Services strictly in accordance with this MOU;

- ii. It shall not raise any claim or demand on the Authority with respect to the expenses incurred by it for providing the Services during the entire-term or claim any consideration in respect thereof, nor will it claim any damages sustained by it on account of theft/ vandalism etc.;
- iii. It shall be entitled to engage third party agencies for providing the Services or assign any part of the Services to any third party agencies, however the Authority will not acknowledge the contribution of such third parties individually, and also the Development Partner will fully indemnify the Authority from any claims against the Authority by such third parties in relation to disputes arising between the Development Partner and the Third Party
- iv. It shall have access to Areas at all times to ensure smooth discharge of the Services;
- v. It shall take reasonable efforts to provide the Services to the satisfaction of the Authority, and shall reasonably take all corrective measures in relation to any deficiency in the Services as informed by the Authority;
- vi. It shall be responsible for the personnel deployed by, and shall ensure that the personnel take all actions in accordance with the laws in force, and that they do not indulge in any activity(ies) detrimental to the interest(s) of the Authority;
- vii. It shall ensure that personnel deployed by it shall not approach or correspond with the Authority for any payment, fees, remuneration, wages, salary, claims or compensation, etc. and shall indemnify the Authority against any such claims;
- viii. The Development Partner would be allowed to use visual or audio effects to the extent permissible by law and approved by the Authority to create awareness amongst the residents and visitors of Gurugram, about social, civic and environmental issues. A permissible logo design is attached as Annexure - II.
- ix. The Development Partner shall not, at any point, raise any claim in relation to the land. movable or immovable property, plants, trees, horticulture, architectural features etc., whether such property pre-existed or was provided by the Development Partner itself.
- x. The development partner shall improve upon already existing landscaping at some places.
- xi. Barbed wire fencing at site, if required, shall be done by Development Partner at his own cost. The Development Partner will adopt one of the basic designs of fencing used by GMDA.

COVENANTS BY THE AUTHORITY 5.

The Authority hereby covenants with the Development Partner that: 5.1

i. It shall provide all possible assistance to the Development Partner so as to enable the Development Partner to perform its duties obligations in compliance with this MOU;

ii. It shall coordinate, at the cost and expenses of the Development Partner, with statutory agency(ies)/authority(ies) for obtaining permissions and approvals, other than such permission of approval required from the Authority, las may be needed by the

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- Development Partner for performance of the obligations of the Development Partner in relation with this MOU.
- iii. The Authority shall, on its website, gratefully acknowledge the contribution of the Development Partner along with details of the Services provided.
- iv_The_Authority_shall,_not_mount_any_proceedings,_other_than_termination_of_the_MOU, against the Development Partner for deficiency in Service.
- v. There shall be a Steering Committee chaired by Additional Chief Executive Officer of the Authority, and such other members as may be required, that will facilitate the implementation and monitor the maintenance of the Area. This committee shall also hold a quarterly review with the Development Partner(s) for review and assessment for implementation of this MOU.

6. REPRESENTATIONS AND WARRANTIES

- 6.1 The Development Partner hereby warrants and represents to and for the benefit of the Authority that:
 - It has full capacity and authority to enter, execute, deliver and perform the Services under this MOU;
 - It shall adhere to directions of the Authority from time to time with respect to the Services as per MOU.
 - iii. In case of any disagreement between the Development Partner and the Authority, the Development Partner will be provided with a fair opportunity to represent its position, however the decision of the Authority will be final and binding.
 - iv. The execution of this MOU and the performance of its obligations under this MOU and the implementation of terms and conditions contemplated hereby do not constitute a breach of any contract, agreement, arrangement or understanding entered into by it with any third party or any intellectual property rights of any third party;
 - v. The Development Partner shall take permission for its entry/exit in respect of the premises from the competent authority as per rules

7. TERMINATION

- 7.1 Either Party may terminate this MOU any time in case of breach of this MOU by the other Party by serving in writing a prior written notice of 1 (one) months to the other Party to cure such breach in the event the breach is curable. However, if such breach is not cured to the reasonable satisfaction of the Party aggrieved, the MOU shall stand terminated upon expiration of the said one months' notice.
- 7.2 Upon termination of this MOU, neither Party shall have any claim nor demand on the other, on any account whatsoever, provided that the Areas are delivered back by the Development Partner to the Authority on "As Is Where Is" basis.

8. FORCE MAJEURE

8.1 The Development Partner or the Authority shall not be responsible for failure to perform or fulfill any provisions of this MOU when such failure or delay is due to Force Majeure situations likes fire, war, civil commotions and vandalism, act of God, acts of public authorities or for any other action or causes whatsoever, similar or dissimilar, which cannot reasonably be forecast or provided against, and which cannot be overcome by due diligence and which directly affects the obligations of the Development Partner or the Authority provided herein. In any such situation, the Development Partner will have the right to terminate this MOU, and handover the Areas back to the Authority. Any damage caused due to Force Majeure events, shall not be a liability of the Development Partner.

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Metropolitan Green Planner GMDA, Gurugram

GOVERNING LAW AND JURISDICTION

- 9.1 This MOU shall be governed by the laws of India and subject to the courts at Gurugram which shall have the exclusive Jurisdiction.
- 9.2 Any dispute(s), between the Parties, arising in connection with this MOU, shall be referred to arbitration. The Administrative Secretary of the Town & Country Planning Department in Govt. of Haryana shall be the arbitrator and each Party shall appoint one representative to such proceedings. The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996 as amended to date. The decision(s) of the Arbitrator shall be final and binding on the Parties.

10. MISCELLANEOUS

- 10.1 The Authority and the Development Partner shall be and act as independent parties and under no circumstances shall this MOU be construed as one of partnership or joint venture between them.
- 10.2 This MOU and the documents related hereto set forth the entire understanding of the Parties relation to the subject matter hereof, and all other and/or prior understandings, whether written or oral, are hereby superseded.
- 10.3 This MOU may not be modified, amended, terminated or supplemented except in accordance with its express terms and in writing executed by both the Parties.
- 10.4 Any provision of this MOU, which is or may become prohibited or unenforceable in law, shall be ineffective only to the extent of such prohibition or unenforceability without invalidating or affecting the remaining provision of this MOU.
- 10.5 Each of the rights of the Parties hereto under this MOU are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Parties hereto, under this MOU.
- 10.6 All notice required and permitted under the provisions of this MOU or by law to be served upon or be given to a Party hereto by any other Party hereto shall be deemed duly served or given:

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Metropolitan Grean Planner

Gurugram Metropolitan Development M/s G. D. Goenka University
Authority
Plot No. 44, Sector – 32,
Gurugram Haryana

IF to the Development Partner:

M/s G. D. Goenka University
G.D. Goenka Education City, SohnaGurgaon Road, Delhi NCR, Haryana122103

Attention: CEO Attention: The Director

IN WITNESS WHEREOF the parties herein have affixed their respective signatures to MOU on the date, month and year as written above, in presence of the witnesses

WITNESSES:1

2.

Annexure - I

Services to be provided Tree plantation, horticulture and landscaping of the green belt.	Exact location start & end points as per map.		
	Asset ID 1 (dividing road between sector – 56/55) & part of Asset ID – 1 approx 420 Meter (dividing road between sector – 56/58)		

AREA AS MARKED OUT ON THE GMDA BASE MAP

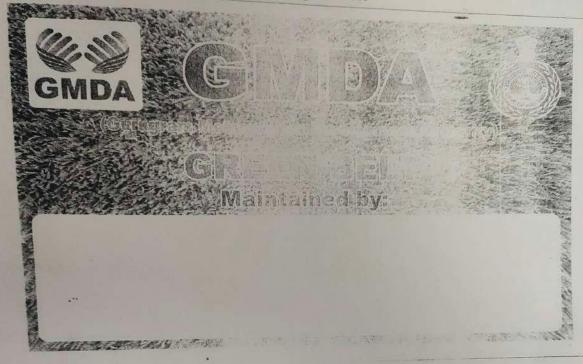
The Services shall be provided in the authority limits as depicted in the map below: -

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Divisional Forest Officer cum Metropolitan Green Planner GMDA, Gurugram Annexure - II

Permissible Logo for Site



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