

Ref. No: - CIPLA/EHS-ENV/KKB/02/2024

28.11.2024

**Deputy Director General of Forests (Central),
West Central Zone,
Regional Office,
New Secretariate Building,
Opp. VCA Ground,
Civil Lines,
Nagpur-440 001.**

Subject: Half Yearly Environment Clearance Compliance Report

Ref. No: Environment clearance No. EC23B058MH179318 dated 18.05.2023.

Respected Sir,

With reference to the above subject, we are hereby submitting the six-monthly Environment clearance compliance report for the period of 01st April 2024 to 30th September 2024.

1. Point-wise compliance to clearance No. EC23B058MH179318 dated 18.05.2023. as Annexure -I to Annexure -VIII
2. Data sheet attached as Annexure-2

This is for your information.

Kindly acknowledge receipt of the same.

Thanking You,

Your's faithfully,

For Cipla Pharmaceuticals Ltd.



Authorized Signatory

Encl: As Above.

Cipla Pharmaceuticals Limited

Regd. off.: Tower A, 1st Floor, Peninsula Business Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai - 400013
Tel.: 022 - 24826000, **Email:** cipla.secretariat@cipla.com **Corporate Identify Number:** U24239MH2019PLC333266
Manufacturing Site: Plot No D-8, Kurkumbh MIDC, Kurkumbh, Tal-Daund, District-Pune Pin-413802, Maharashtra.

Compliance of Specific Condition By MoEF No EC23B058MH179318 Dated 18.05.2023	
Sr No.	
SEAC Conditions	Compliance
SEAC Condition	
1 Notarized affvit for not violating any requirement of EIA Notification, 2006 as amended from time to time.	Complied Notarized affvit had given for not violating any requirement of EIA Notification, 2006 as amended from time to time. Annexure 1 Copy of Notarized affvit.
2 Revised to the scale lay out plan showing all internal roads with maximum six meter width and turning radius of nine meters, PP to show the road towards adjacent plot D-7 on the layout so as to ensure complete road connectivity for fire tender movement.	Complied Roads with 6 meter width and turingin redious of 9 meters are considered in lay out plan. Road towards adjacent plot D-7 is considered and shown in lay out plan. Annexure 2 - Lay out plan
3 Bilateral agreement with respect to the common facilities to be used with special mention of the responsibility in case of any non-compliance to the requirement of EC condition / Consent condition and / Or any other applicable legal requirements.	Complied Bilateral agreement w.r.t common facilities with responsibility is made. Annexure 3 - Bilateral Agreement
4 MoU Executed with the brick manufacturer for dispose boiler ash.	Complied Boiler ash is disposed to brick manufacturing. MOU of the same is attached. Annexure 4 - MOU for disposal of boiler ash to brick manufacturer.
5 Techno-economic feasibility study of using alternate technology for MEE such as low temperature/mechanical vapour compressor etc. so as to reduce operation cost and minimize use of heating resources.	Noted and complied
6 Details of use of renewable energy with budget allocation in the EMP.	Complied Already getting power from offsite solar power plant. Noted Installation of solar lights are considered in budget.
7 Commitment to spend entire CER fund before the commissioning of the manufacturing activity in consultation with the District Collector.	Noted and agreed to comply. CER fund will be spend before commissioning of the manufacturing activity in consultation with District Collector. Details of CER fund allocation is attached. Annexure 5- CER fund allocation
8 PP to complete green belt development with the provision of drip irrigation before the commissioning of the manufacturing activity.	Complied. The total plot area is 45872 Sq.M and green belt will be developed on 2991.38 Sq.M which is 6.5% . However PP decided to implement the GB on a new land parcel in the vicinity of the industrial plot. Therefore CPL has purchased land at Gat No. 182 of Roti village distance of 3.7 Km of existing plot. GB development of remaining 12300 Sq. M through drip irrigation is in process at Gat no 182 of Roti village.
9 PP to complete rain water harvesting facility before the commissioning of the manufacturing activity.	Noted and agreed to comply. Will provide rainwater harvesting facility before the commissioning of the manufacturing activity.
10 PP to provide sliding gate at entry and exit to achieve maximum turning radius of vehicle entering the site.	Complied Sliding gate at entry and exit is provided to achieve maximum turning radius.
SEIAA Conditions	
1 PP Submitted plan approved by MIDC dated 22.07.2022. As per the said plan plot area is 45872.00 m2, green belt area of 2991.38m2 is provided i.e. 6.5 % of the total plot area. To provide the balance green belt they have purchased a land at Gat. N. 182 of Roti village in daund and provided green belt of 12300m2 making total green belt at 33 % of plot area.	Complied. The total plot area is 45872 Sq.M and green belt will be developed on 2991.38 Sq.M which is 6.5% . However PP decided to implement the GB on a new land parcel in the vicinity of the industrial plot. Therefore PP has purchased land at Gat No. 182 of Roti village distance of 3.7 Km of existing plot. GB development of remaining 12300 Sq. M through drip irrigation is in process at Gat no 182 of Roti village.
2 PP to undertake Miyawaki plantation of native and indigenous trees such as Banyan, People, Neem, Jamun and other suitable trees as per the forest department , Govt. of Maharashtra circular no SaVaVi-2019/C.R.3/F11, dated 25th June, 2019. The said plantation to be completed in the first year of operation of Environment Clearance under expert @guidance of Miyawaki experts / arborist.	Noted and agreed to comply. The Miyawaki plantation of native and indigenous trees as per Govt. of Maharashtra circular no SaVaVi-2019/C.R.3/F11, dated 25th June, 2019 is in process and will be completed in the first year of operation.
3 PP to strictly observe the Hazardous and other waste management Rule, 2016 as amended time to time.	Noted and agreed to comply. PP is committed to stickly observing the Hazardous and other waste (Management & trans boundary Movement) Rules, 2016 as amended time to time.
4 PP to strictly observe the Hazardous and other waste (Management & trans boundary Movement) Rules, 2016 as amended time to time.	Noted and agreed to comply. PP is committed to stickly observing the Hazardous and other waste (Management & trans boundary Movement) Rules, 2016 as amended time to time.

5	PP to identify all sources of fugitive air pollution on site and provide pollution control measures to mitigate pollution and meet the standard parameters stipulated in the environment (Protection) Rules, 1986 amended time to time & Air (Prevention and control of Pollution) Act, 1981 amended time to time.	Noted and agreed to comply PP will identify all sources of fugitive air pollution on site and will provide pollution control measures to mitigate pollution and meet the standard parameters stipulated in the environment (Protection) Rules, 1986 amended time to time & Air (Prevention and control of Pollution) Act, 1981 amended time to time.
6	PP to ensure storage of chemicals as per the Manufacture , Storage and Import of Hazardous chemical Rules, 1989 amended time to time to ensure no release of any chemical to the atmosphere and leakage to the soil.	Noted and agreed to comply PP will ensure adequate provisions are made for storage and handling of hazardous chemicals. The hazardous chemicals will be stored as per the Manufacture , Storage and Import of Hazardous chemical Rules, 1989 amended time to time.
7	PP to ensure transport , Storage, handling and use of the flammable/toxic chemicals as per conditions stipulated in license/ approval of the petroleum & explosive safety organization (PESO)	Noted and agreed to comply PP will ensure compliance of transport , Storage, handling and use of the flammable/toxic chemicals as per conditions stipulated in license/ approval of the petroleum & explosive safety organization (PESO).
8	PP to obtain approval and License from the directorate of Industrial Health & Safety (DIHS) for proposed project and implement all condition stipulated therein. PP to carry out safety Audit as stipulated in the Maharashtra Factories Rule, 1963 and ensure compliance of recommendation of the Audit.	Noted and agreed to comply PP will obtain approval and License from the directorate of Industrial Health & Safety (DIHS) for proposed project and implement all condition stipulated therein and carry out safety Audit as stipulated in the Maharashtra Factories Rule, 1963 and ensure compliance of recommendation of the Audit.
9	PP to provide solar energy for illumination of Administrative Building, Street Lights and parking area.	Noted and agreed to comply PP will provide solar operated lights for illumination of Administrative building, street lights & parking area.
10	PP to ensure use of briquette / Bio coal/ pellets/ or any such suitable product derived from scientific processing of appropriate stream of dry waste/ agricultural waste, not less than 50 % of total fuel requirement to the boiler.	Noted and agreed to comply PP is committed to use of briquette operated boiler.
11	PP to provide roof top Rain water Harvesting facility.	Noted and agreed to comply PP will provide rooftop Rain water Harvesting facility at site.
12	PP to ensure that, proposed project is ZLD.	Noted and agreed to comply Proposed project is ZLD.
General Conditions:		
I	The project proponent shall advertise at least in two local newspapers widely circulated in the region around the project , one of which shall be in the Marathi language of the local concerned within seven days of issue of this letter, informing that the project has been accorded Environment Clearance and copies of Environment Clearance letter are available with the Maharashtra Pollution Control Board, Website of the comply and may also be seen at Website at http://parivesh.nic.in	Complied PP published newspaper advertisement regarding grant of EC in two local newspapers (Punya Nagari & Financial Express) dated 17.06.2023. Annexure -6 Advertisement (Punya Nagari & Financial Express)
II	The project proponent shall upload the statues of compliance (Soft Copies) of the conditions stipulated Environment Clearance letter including monitoring data of air, Water, Soil, noise etc. on their website and shall update the same periodically. The half yearly compliance report shall simultaneously be submitted to the Maharashtra Pollution Control Board, SEIAA and regional office of MoEF & CC at Nagpur, on 1st June & 1st December of each calendar year.	Noted and agreed to comply
III	Separate fund shall be allocated for the implementation of Environment Management plan along with item wise break up and specific time line for its completion. The cost shall be included as part of the project cost. The funds earmarked for the environmental protection measures shall not be diverted for other purpose and year-wise expenditure should be reported to MPCB and the SEIAA.	Noted and agreed to comply Separate funds are allocated for the implementation of Environment Management Plan. Item wise breakup is given in attachment and cost is included as project cost.
IV	A separate environmental Management Cell with qualified personnel shall be set up for implementation of the stipulate environmental safeguards.	Complied A separate Environmental Management cell of 6 well qualified personnel has been established. Details of EMC is enclosed. Annexure-7 Environment Management Cell
V	In the event of failure of any pollution control equipment , the manufacturing activity shall be immediately stopped safely till the effective functioning of pollution control equipment's is regained.	Noted and agreed to comply
VI	PP to strictly follow conditions stipulated in Consent to Establish/Operate issues by the Maharashtra Pollution Control Board.	Noted and agreed to comply As project is under erection PP is complying stipulated conditions in Consent to Establish.
VII	PP to provide separate drains for storm water and effluent, and ensure that, the storm water drains are dry all the time and in no case the effluent shall mix with the storm water drain.	Noted and agreed to comply Separate drains for storm water and effluent is considered in layout and all effluent will transferred by close system through pipeline. Annexure- 8 Proposed Storm drain and effluent layout
VIII	Periodic Monitoring of ground in the study area as marked in the Environmental Impact Assessment Report shall be undertaken and results analysed to ascertain any change in the quality of water. Results shall be regularly submitted to the Maharashtra Pollution Control Board.	Noted and agreed to comply Periodic Monitoring of ground in the study area as marked in the Environmental Impact Assessment Report will be done after commissioning of the manufacturing activity.

X	Adequate safety measures shall be ensure to the limit the risk zone within the factory premises. Leake detection system shall be installed for early detection and mitigation purpose.	Noted and agreed to comply Hazardous Area Zone classification done and as per classification Leak detection system and Early detection system will be provided. Annexture -9 Hazardous Area Zone classification
XI	PP to scrupulously follow the requirements of Maharashtra Factories Act,1948 and Rules 1963 as amended from time to time.	Noted and agreed to comply. PP is committed to stickly follow the requirements of Maharashtra Factories Act,1948 and Rules 1963 as amended from time to time.
XII	The environmental statement for each financial year ending on 31st March in Form-V as is mandated to be submitted by the project proponent to the concerned Pollution control Board as prescribed under the Environment (Protection) Rule, 1989 as amended from time to time, it shall also be put on the website of the company along with the status of the compliance of the conditions stipulated in the Environmental Clearance letter.	Noted and agreed to comply. PP will ensure submission of Environmental statement Form-V to Pollution control Board as prescribed under the Environment (Protection) Rule, 1989 as amended from time to time. PP will uploaded & updated all data like EC, Environment Statement, Compliances, etc. on the industrial.

P.AO-1(5)

Annexure-1

02



महाराष्ट्र MAHARASHTRA

2022

09AA 942445

मु.वि.नॉंदवही अ.नं. ९३५८ दि. ६/१२/२३ रु. १००/-
 मुद्रांक कोठ्या कारणासाठी वापरण्याचा आहे अशी मर्यादा
 मुद्रांक विकृत घेणाऱ्याचे संपूर्ण नांव शिवाजी विमिटेड
 संपूर्ण पत्ता कुरुकुम्भ
 हस्ते व्यक्तीचे नांव जयसिंग हांगे
 पत्ता कुरुकुम्भ



JAN 2023

Treasury Officer
Dist. Pune

अशोक म. गायकवाड
 मुद्रांक विक्रेता, परवाना क्र. 2205006
 दु.नि. कार्यालय आधार

Declaration

This is to state that M/s. Cipla Limited, Unit - I, Plot No. D - 7, MIDC Kurkumbh, Taluka: Daund, District: Pune, State: Maharashtra has recently purchased a NA converted land on Gat No. 182 in Roti village of Daund taluka in Pune district. A copy of the sale deed is enclosed at Annexure - I. The land parcel is having an area of 5.29 Ha (13.225 Acres) and same is located at 3.7 Km on South West direction of Plot No. D - 7 (Cipla Ltd., Unit - I). This land has been acquired by Cipla Limited solely for the development of additional Green Belt in respect of its own projects namely - M/s. Cipla Ltd.; Unit - I, Plot No. D - 7 and M/s. Cipla Ltd.; Unit - II, Plot No. D - 27 located in MIDC Kurkumbh, Taluka: Daund, District: Pune as well as for its wholly owned subsidiary unit Cipla Pharmaceuticals Ltd. (CPL), Plot No. D - 8 located adjacent to Plot No. D - 7 (Unit - I).

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P.No - 215

In fact the Plot Nos. D - 8 & D - 7 are recently de-amalgamated (separated) vide MIDC order dated 16.01.2021. A copy of same enclosed at **Annexure - II**.

2. The existing units of Cipla Ltd. (Unit - I & Unit - II) are engaged in manufacturing of Active Pharmaceutical Ingredients (APIs). Also, the proposed unit of CPL will undertake production of APIs. Accordingly, the project proponents (PPs) of all the three units made application for grant of Environmental Clearance (EC) to Department of Environment (DoE); Mantralaya, Mumbai, Govt. of Maharashtra. The EC application were made for expansion of existing APIs manufacturing units of (1) Cipla Ltd. (Unit - I; Plot No. D - 7) under **B2 Category**, and (2) Cipla Ltd. (Unit - II; Plot No. D - 27) under **B1 Category**. The EC application was submitted for establishment of a new API unit in respect of CPL (Plot No. D - 8) under **B2 Category**.

tered at
06/2023

3. Subsequently, all the three EC applications were considered by DoE through its two committees namely SEAC-1 (State Expert Appraisal Committee) and SEIAA (State Environment Impact Assessment Authority). Initially the DoE scrutinized EC application and carried out detailed screening & scoping as per provisions in the MoEFCC EIA Notification No. S.O. 1533 (E) dated 14.09.2006 and amendments thereof. Later on, the EC proposals were considered in the meetings of SEAC-1 and all the cases were recommended to SEIAA for grant of EC.

4. The SEIAA, in turn, considered the proposals of Cipla Ltd., Unit - I (Plot No. D - 7) and CPL (Plot No. D - 8) in its 230th meeting dated 01.10.2021 followed by that of the Cipla Ltd., Unit - II (Plot No. D - 27) in the 239th meeting dated 14.03.2022. During deliberations on all the three proposals, the SEIAA Committee Members did not accept the plantation developed along internal roads, building and open spaces in the individual plots as that under the Green Belt.

5. For all the three EC proposals, the SEIAA has imposed a condition w.r.t. development of dense Green Belt (GB) especially through mass plantation to make up the GB area of 33% of the Total Plot Area (TPA). On the existing plots (D - 7, D - 8 & D - 27), the units have implemented certain GB over a period of time. However, when it was informed to the committee that there was no adequate space available on the existing plots to plant more trees, the members suggested to procure additional land either in the MIDC or outside to compensate for criteria towards GB implementation to the tune of 33% of TPA. Hence, the PPs of the concerned units decided to implement the additional GB on a new land parcel; preferably in the vicinity of their existing industrial plots.

6. Accordingly, as per the discussions in the SEIAA meetings, the management of M/s. Cipla Limited immediately approached Regional Office of MIDC, Pune & Udyog Sarathi CEO Office of MIDC at Mumbai for enquiry towards availability of additional land, in the Kurkumbh MIDC, solely for GB development. However, the MIDC officials informed that there was no such vacant land / plot available in the Kurkumbh MIDC on commercial lease. Subsequently, after thorough search & enquiries, one land area (5.29 Ha) was found and purchased by M/s. Cipla Limited on the Gat No. 182 in the jurisdiction of Roti Village in Daund taluka of Pune district. This land is within 5 Km from the respective units. The land purchased by Cipla Ltd. will be utilized for Green Belt development in respect of following units as per the area allocation stated in the table -

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09 JAN 2023 P.No-3(5)
Noted and Registered at
Serial Number 00/2023

BEFORE ME

Shitole
AKSHAYKUMAR J. SHITOLE
B.COM., L.L.B.
ADVOCATE & NOTARY
GOVT. OF INDIA

No.	Name of Industry	Area Allocated for GB	Remarks
1	Cipla Ltd., Unit - I, Plot No. D - 7, MIDC Kurkumbh, Taluka: Daund, Dist.: Pune.	2.37 Ha (5.85 Acres)	The land is purchased by the company - Cipla Ltd. itself and will be used for GB of Unit - I.
2	Cipla Ltd., Unit - II, Plot No. D - 27, MIDC Kurkumbh, Taluka: Daund, Dist.: Pune.	1.58 Ha (3.91 Acres)	The land is purchased by the company - Cipla Ltd. itself and will be used for GB of Unit - II.
3	Cipla Pharmaceuticals Ltd. (CPL), Plot No. D - 8, MIDC Kurkumbh, Taluka: Daund, Dist.: Pune.	1.23 Ha (3.04 Acres)	The CPL is a wholly owned subsidiary company of Cipla Ltd. and the land area of 1.23 Ha (3.04 Acres) has been allocated to CPL by Cipla through a separate Agreement executed on 27.12.2022. A copy of same is enclosed at Annexure - III.
	Total	5.18 Ha (12.80 Acres)	

BEFORE ME

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AKSHAYKUMAR J. SHITOLE
B.COM., L.L.B.
ADVOCATE & NOTARY
GOVT. OF INDIA

Noted and Registered at
Serial Number 00/2023

7. A drawing of the land on Gat No. 182 and demarcation of land areas in the name of - (1) Cipla Ltd.; Unit - I (Plot No. - D - 7), (2) Cipla Ltd.; Unit - II (Plot No. - D - 27), and (3) CPL (Plot No. D - 8) are presented at Annexure - IV.

8. It is hereby declared that the managements of M/s. Cipla Ltd. and Cipla Pharmaceuticals Ltd. (wholly owned subsidiary of Cipla Ltd.) in MIDC Kurkumbh shall comply the SEIAA condition w.r.t. implementation of Green Belt to the tune of 33% of TPA. Further, it is also assured that the units agree to comply with any conditions or compliances of any order / circular / notifications as may be required by the government authorities in relation to the said property for the implementation of the Green Belt Development.

09 JAN 2023

Date: 09.01.2023

Place: *Daund*

Name: Mr. Mangesh Vaze
Designation: Vice President - Te

9822597821



sign.

860500540

Deepak Gopal Bhosale

At: 870 Gopalwadi

Daund, Dist - Pune



09 JAN 2023

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ભારત સરકાર

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Government of India

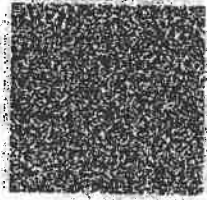
નામાંકન ક્રમ સંખ્યા/ Enrolment No.: 0000/00592/63706

To
મંગેશ વઝે
Mangesh Vaze
Amanora park town, Aspire towers,T6, 1203
hadapsar
Near Amanora Mall
Pune City
Hadapsar
Pune Maharashtra - 411028
8238633344

Download Date: 07/08/2019

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Notary Seal of Akshay Kumar Jagannath, Government of India, DD NO. 9107



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તમારો આધાર નંબર / Your Aadhaar No. :

2112 0535 8065

VID : 9162 0225 2524 6544

મારો આધાર, મારી ઓળખ



મંગેશ વઝે
Mangesh Vaze
જન્મ તારીખ/DOB: 25/08/1971
પુરુષ/ MALE

SELF ATTESTED

2112 0535 8065

VID : 9162 0225 2524 6544

મારો આધાર, મારી ઓળખ



સૂચના

- આધાર ઓળખાણનું પ્રમાણ છે, નાગરિકતાનું નહિ.
- ઓળખાણનું પ્રમાણ ઓનલાઇન ઓથેન્ટિકેશન દ્વારા પ્રાપ્ત કરો.
- આ ઇલેક્ટ્રોનિક પ્રક્રિયા દ્વારા બનાવેલા દસ્તાવેજ છે.

INFORMATION

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- To establish identity, authenticate online.
- This is electronically generated letter,

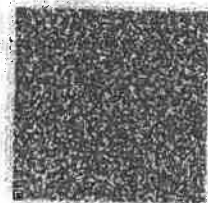
- આધાર દેશભરમાં માન્ય છે.
- આધાર ભવિષ્યમાં સરકારી અને બિન-સરકારી સેવાઓનો લાભ મેળવવામાં ઉપયોગી થશે.
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અરનામું :
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હડપસર, અમનોરા મોલ પાસે, પુણે સિટી, પુણે,
મહારાષ્ટ્ર - 411028

Address:
Amanora park town, Aspire towers,T6,
1203, hadapsar, Near Amanora Mall,
Pune City, Pune,
Maharashtra - 411028



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VID : 9162 0225 2524 6544

09 JAN 2023

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Serial Number 02/2023



PAN-5(5)

Notary Seal
06/2023



माझे आधार
Deepak Gopal Bhosale
जन्म तारीख/DOB: 05/04/1981
पुल्ल/MALE

7609 9343 8474
VID : 9170 1133 6278 0350
माझे आधार, माझी ओळख

11/2023

Download Date: 08/01/2023

Address:
Ramwadi, Gopalwadi, Daund, Pune,
Maharashtra - 413801

SELF ATTESTED

7609 9343 8474
VID : 9170 1133 6278 0350

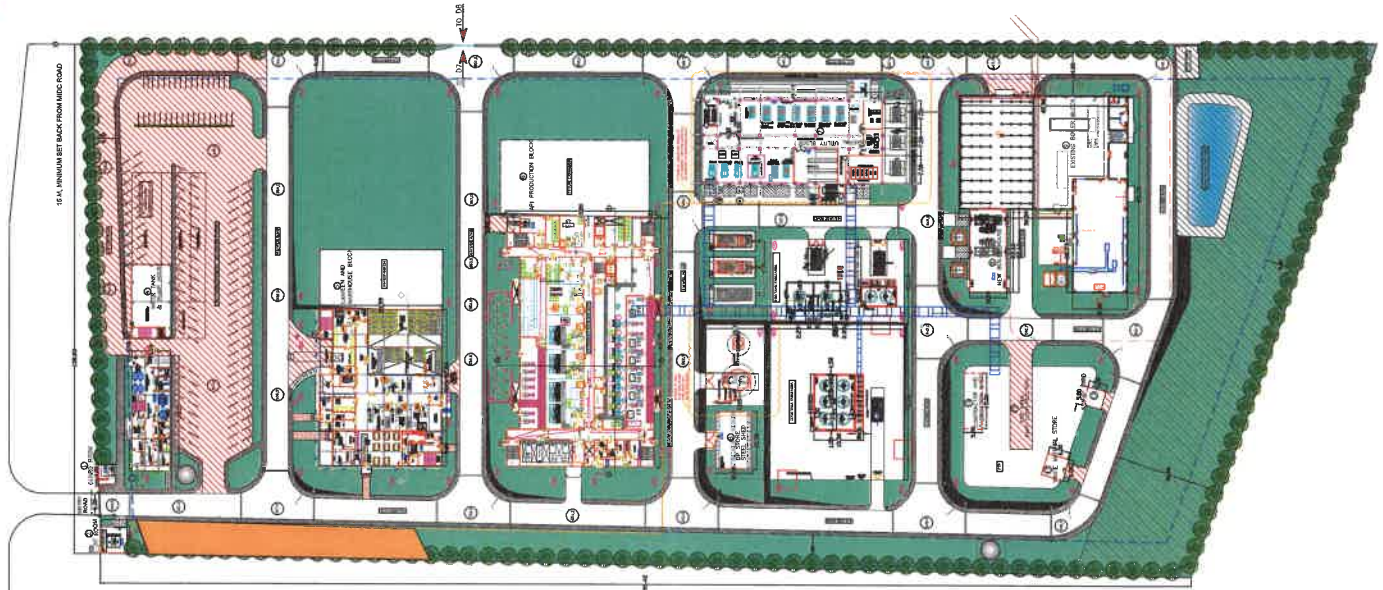
1847 | help@uidai.gov.in | www.uidai.gov.in



Signature
09 JAN 2023

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D8 PLOT PLAN LAYOUT



AREA DETAILS OF PROPOSED BLOCKS

SNO.	BLOCK NAME	DIMENSION (L X B)	COVERAGE	1st FLOOR	2nd FLOOR	STEEL SHED AT TERRACE	BU AREA	NO. OF FLOORS
1.	GUARD ROOM	4.00 m X 3.00 m	12.00 sqm	---	---	---	12.00 sqm	Ground Floor
2.	HT ROOM	7.50 m X 7.50 m	51.56 sqm	---	---	---	51.56 sqm	Ground Floor
3.	ADMIN BLOCK	30.00 m X 10.00 m	318.00 sqm	271.40 sqm	---	---	589.24 sqm	Ground + 1 Floor
4.	WATER TANK AND PUMP HOUSE	20.00 m X 10.00 m	218.16 sqm	---	---	---	218.16 sqm	---
5.	CANTEEN AND WAREHOUSE BLOCK	---	---	---	---	---	---	---
6.	API PRODUCTION BLOCK	---	---	---	---	---	---	---
7.	CENTRAL UTILITY BLOCK	---	---	---	---	---	---	---
8.	DP STORE STEEL SHED	15.70 m X 10.20 m	160.14 sqm	---	---	---	160.14 sqm	Ground Floor
9.	EXISTING BOILER BUILDING BLOCK	---	---	---	---	---	---	---
10.	NEW BOILER HOUSE	22.40 m X 10.20 m	228.48 sqm	---	---	---	228.48 sqm	Ground Floor
11.	ETP AREA PAINT CONSTRUCTION	---	---	---	---	---	---	---
12.	WASTE MATERIAL STORE	8.0 m X 8.0 m	64.00 sqm	---	---	---	64.00 sqm	Ground Floor
13.	SCRAP WAREHOUSE	5.0 m X 5.0 m	25.00 sqm	---	---	---	25.00 sqm	Ground Floor
14.	CONTRACTORS AND FABRICATOR	---	---	---	---	---	---	---
TOTAL AREA		---	16,541 sqm	16,537.98 sqm	2,563.02 sqm	2,563.02 sqm	18,593.00 sqm	---

D8 DETAILS

AREA REQUIREMENT OF PLOT AS PER AREA:

AREA OF PLOT = 45,872 sqm
PERMISSIBLE FAR = 100% = 45,872 sqm
PERMISSIBLE GROUND COVERAGE = 50% of Plot = 22,936 sqm
FRONT, REAR AND SIDE SETBACKS = 8m
OPEN AREA = 10% of Plot = 4,587 sqm
PARKING AREA = 10% of Plot = 4,587 sqm (4 WHEELS) + 400 sqm (2 WHEELS) = 10% of Plot = 5,000 sqm
TOTAL GREEN AREA REQUIREMENT WHICH MAY INCLUDE PLOT SIDE GREENERY, OPEN AREA GREENERY AND DEDICATED GREENERY = 53% of Plot = 15,138 sqm

AREA STATEMENT OF PLOT:

AREA OF PLOT = 45,872 sqm
FAR CONSUMED = 15,933.00 sqm
GROUND COVERAGE CONSUMED = 8,541 sqm
FRONT, REAR AND SIDE SETBACKS = 8m
PROVIDED OPEN AREA = 4,587 sqm (10%)
PROVIDED PARKING AREA = 5,000 sqm (10%)
PROPOSED GREEN AREA = 15,349 sqm (40%)

Annexure-2

Cipla Pharmaceuticals Limited,
D-8 MIDC Kurkumbh

Title : D8 PLOT PLAN LAYOUT

Location : Kurkumbh

Prepared By
(User/Engg.)

Approved By
(Head Unit QA)

Noted By
(Unit Head)

SIGN

Date :



महाराष्ट्र MAHARASHTRA

2020

YM 280871

मु.वि. नॉटवरी खे.नं. 3319 दि. 93/06/2029 रु. 900X90
 मुद्रांक कोणत्या कारणासाठी वापरण्यात आले करार
 मुद्रांक विकत घेणाऱ्याचे नाव (शिल्ल) लि.
 संपूर्ण पत्ता पुणे
 हस्ते वाचकाचे नांव जयसिंग झगे
 पत्ता पुणे
 मुद्रांक खरेदीदाराची सही Zogodny



04 AUG 2021

Sub Treasury Officer
Daund, Dist. Pune

मदरगा मुद्रांक लिंक अँड लायसन्ससाठी नाही

विजय सैमोजी सुर्वे
 मुद्रांक विक्रेता फरवाना क.2205008
 पत्ता: दोंड, ता. दोंड, जि. पुणे

Effluent Supply Agreement

This Agreement ("this Agreement") is made and entered into on this 09 day of April, 2021 ("Effective Date") by and between

Cipla Limited, a company incorporated under the Companies Act, 1956 having its registered office at Cipla House, Tower C, Peninsula Business Park, Ganpatrao Kadam Marg, Lower Parel Mumbai-400 013, Maharashtra, India (hereinafter referred to as "Cipla");

And

Cipla Pharmaceuticals Limited, a company incorporated under the laws of India, having its registered office at Unit No.SB-901 & SB-902, Empire Tower, Gut No.31, Cloud City Campus, Airoli, Navi Mumbai, Thane 400708, India (hereinafter referred to as the "CPL").

[Signature]

[Signature]

Cipla and CPL may hereinafter be collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

- A. Cipla and CPL are engaged in the business of developing, manufacturing and marketing pharmaceutical products.
- B. Cipla owns an effluent treatment facility ("**ETP**") for treatment of effluents generated during the manufacturing of pharmaceutical products and CPL wishes to use the ETP facility for treatment of the effluents generated by CPL in its plot located at Plot D-8, MIDC Kurkumbh.
- C. Cipla agrees to process and treat the effluents in its ETP facility ("**Services**") and as per the terms and conditions stipulated under this Agreement.
- B. Cipla represents and warrants that it has the relevant skill, experience, expertise, capability and facilities to provide the Services as required by CPL.
- C. Based on the representations and warranties of Cipla, CPL hereby agrees to take the Services of Cipla and Cipla hereby agrees to render the desired Services to CPL, in accordance with the terms and conditions contained.

NOW THEREFORE, the Parties agree as follows:

1. DEFINITIONS

"**Affiliate**" means any entity that controls, is controlled by or is under common control with such Party, where "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, through ownership of more than fifty percent (50%) of the outstanding voting securities or other ownership interests, by contract or otherwise.

"**Applicable Law**" means all relevant state and local laws, statutes, rules, regulations, and ordinances having jurisdiction over the activities contemplated by this Agreement, as well as industry standards.

"**Confidential Information**" means all information of Cipla, including without limitation, information relating to its Products and Specifications, all designs, know-how, inventions, technical and non-technical data, ideas, uses, processes, methods, formulae, trade secrets, research and development activities, experimental work, work in process, or any scientific, engineering, procurement, manufacturing information; marketing, business or financial information, its present or future products, sales, suppliers, distributors, customer lists, forecasts, sales, merchandising and marketing plans, Intellectual Property Rights of Cipla disclosed prior to or during the Term of this Agreement, and all other information of a confidential or proprietary nature, whether in oral, written, graphic or electronic form and including but not limited to the Dossier. Confidential Information shall also include any other information in oral, written, graphic or electronic form which, given the circumstances surrounding such disclosure, would be considered confidential. All Confidential Information disclosed pursuant to this Agreement shall only be used by Parties during the Term in

accordance with this Agreement. For avoidance of doubt, the existence of this Agreement, as well as its terms and conditions shall be considered "Confidential Information".

Service Charge means consideration payable by CPL to Cipla Limited

Site means: CPL's manufacturing unit located at Plot D-8, Kurkumbh, MIDC.

The **headings** stated in this Agreement are for mere convenience of reference and shall not affect their construction or interpretation.

The **Capitalised** terms of this Agreement shall have the meaning attributed thereto in clause 1 under "Definitions".

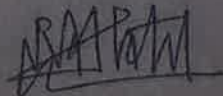
2. SCOPE OF SERVICES

Cipla agrees to process the effluents generated and transferred by CPL through the pipelines commissioned by CPL and in compliance with Applicable Laws. The detailed technical aspect and the scope of the service are covered in Annexure-1 attached to this Agreement.

3. Responsibility of CPL

The responsibility of CPL under this Agreement shall be to:

1. Install and commissioning of effluent transfer arrangement from CPL to Cipla including pipelines, pumps, measuring instruments, valves, pipeline supports, cables etc.
2. Be responsible for the maintenance of the entire effluent transfer system.
3. Provide sufficient storage facility for solid waste generated in CPL with weighing facility. The Site should be properly weather protected.
4. CPL should provide tentative plan for effluent generated on weekly basis to Cipla. If any alteration in plan, CPL should provide information to Cipla.
5. CPL shall always comply with all the environmental laws and obtain necessary approval for smooth functioning of its business.
6. CPL is responsible for primary deactivation of potent waste generated before transferring it to Cipla.
7. Follow all Cipla processes, internal rules and discipline in relation to man and material movement.
8. Responsible for required storage and metering of raw effluent and testing of generated effluent in CPL before transfer to Cipla.
9. CPL should flexible to change manufacturing plan in case of major Breakdown of ETP facility of Cipla.
10. Preventive maintenance for equipments/ instruments available in transfer system in CPL premises.
11. CPL shall ensure safety at all times and will be accountable, responsible and liable for any lapse in safety system and accidents during effluent transfer.



12. CPL will be responsible for filling of all forms/returns of MPCB/any other govt. authority.
13. Environmental monitoring through authorized agency as per norms at its own cost (AIR, Water, Ambient air quality, stacks etc.)
14. Hazardous and Non-hazardous waste generation records and their disposal will be done by CPL as per norms.
15. CPL should be responsible to recycle 70 -80% of generated effluent and appropriate storage capacity for recycle water.
16. CPL will be liable, responsible & accountable to comply the MPCB Act & rule except effluent treatment facility.
17. CPL will responsible to transfer Trade effluents (E1-E2) & domestic effluent separately (without mixing each other) to Cipla limited.
18. CPL shall always comply the generation of effluent quantity as per consented quantity.
19. CPL should provide monthly basis waste generation from their effluents to Cipla.

4. Responsibility of Cipla

The responsibility of Cipla under this Agreement shall:

1. Be responsible for treatment of Effluent generated and transferred by CPL within time to avoid impact on manufacturing activity of CPL.
2. Be responsible for operation and maintenance of the ETP and allied accessories and provide required operational spares and consumables for smooth operation of the ETP.
3. Provide the required resources like manpower, tools etc. for operating and maintaining the ETP and carry out Operation & Maintenance practices.
4. Responsible for required testing of effluent received / treated of CPL in ETP.
5. Ensure that adequate amount of chemicals, utilities, spares etc. are available for smooth operation of ETP.
6. Preventive maintenance/ Calibration etc. for equipments/ instruments of ETP as well as transfer facility in Cipla Premises.
7. Follow all CPL processes, internal rules and discipline in relation to man and material movement.
8. Carry out sampling through authorized agency on an annual basis at its own cost.
9. Comply with all statutory requirements related to treatment facility, manpower etc.
10. Cipla shall ensure safety at all times and will be accountable, responsible and liable for any lapse in safety system and accidents
11. Ensure ETP availability for operation 365 days.
12. Responsible for intimation of breakdown, preventative maintenance schedule to CPL.
13. Responsible for salvage of treated effluent of CPL.



14. Cipla shall be allowed to appoint any sub-contractor for rendering the services with written approval from CPL, and should CPL, at its sole discretion, approve the appointment of any third parties to render the Services, Cipla shall be responsible as a principal for all acts and omissions of such sub-contractor.
15. Cipla shall not, directly or indirectly, make any payment, offer or promise to make any payment or transfer of anything of value to a governmental official or employee, or to any political party or any candidate for political office, with the purpose of influencing decisions favorable to CPL and its business in contravention of any applicable local laws.
16. Cipla shall provide the Services in a professional and diligent manner as per the highest standards acceptable in the industry and to the reasonable satisfaction of CPL. Cipla shall (i) retain and utilize a sufficient number of qualified personnel ("Personnel") to perform all such Services; and (ii) ensure that all Personnel who are deputed to perform the Services are appropriately trained and qualified to perform such Services. Provided however, in the event CPL is of the reasonable view with that the Personnel employed by Cipla do not meet the criteria specified hereinbefore, then CPL may inform Cipla, in writing. Upon receipt of the written notice, Cipla shall take appropriate action without adversely affecting or interrupting the Services. It shall be the sole responsibility of Cipla to pay its Representatives their salary/wages, overtime and other statutory allowances and such other payments as may be required to be paid to them under various labour laws.
17. Cipla specifically represents and warrants to the that:
- it shall implement, observe and comply in-toto with applicable requirements prescribed by applicable laws required for its business and while providing CPL with the Services, including but not limited to, (i) procuring or obtaining relevant registrations, licenses, permits and certificates etc.; (ii) revalidating or renewing promptly registrations, licenses, permits and certificate etc.; (iii) paying and remitting taxes, levies, fees, contributions etc.; (iv) obtaining and maintaining relevant insurances for its business; and (v) wherever applicable, producing for audit or inspection by the authorities the evidence of all the aforementioned. Cipla shall absolve CPL from any and all liabilities arising out of Cipla's non-compliance with Applicable Laws.
 - it acknowledges and agrees that its staff, employees, officers and personnel shall not, nor shall they be deemed to be at any time during the term of this Agreement, the employees of CPL. The Personnel deployed by Cipla to provide the Services acting under the terms of this Agreement, shall be deemed at all times to be under the supervision and responsibility of Cipla. Cipla shall be solely responsible for disbursement of wages/salaries every month to the Personnel deployed by it to provide the Services. Cipla shall comply with all the statutory provisions including labour legislations applicable to Cipla, as amended from time to time. Cipla shall indemnify and hold harmless CPL against all claims, demands etc. that may be made on CPL for non-compliance of this Article.
 - it is understood between the Parties hereto that Cipla alone shall have the right to take disciplinary action against any person(s) engaged/employed by



him, while no right whatsoever shall vest in any such person (s) to raise any dispute and or claim whatsoever against CPL and CPL shall not in any manner be liable for any claim(s), statutory or contractual, whatsoever, of any such person(s) or any authority.

- d. Cipla shall not accept and/or offer any kind of inducement whether in cash or kind or both to/from any employee of CPL.

5. PRICE

Subject to the terms and conditions defined hereof, and the successful completion of the Services in accordance with the terms of this Agreement, CPL agrees to pay Cipla against the undisputed invoices raised by Cipla, the fees as agreed between the Parties from time to time, the Agreement and set forth in the respective SOW ("Fees"). All payments to be made to Cipla shall be subject to taxes at applicable rates. It is expressly agreed and clarified that CPL shall be liable to pay the Goods and Service tax at applicable rates, over and above the Fees as set out in the SOW. Cipla shall raise invoices based on milestones supported with documentary proof of Services rendered and expenses incurred. CPL shall make payments of all undisputed amounts in the invoices within sixty (60) days after receipt of the original invoices, subject to tax deduction at source and/or withholding tax at applicable rates.

If Cipla fails to mention CPL Location GSTIN NO. / ISD GSTIN NO. / STATE CODE / STATE NAME/PAN No. in any invoice, then the SGST / CGST / IGST or UTGST amount will be recovered from Cipla. The invoice is required to be uploaded on the Goods and Service Tax ("GST") Network by Cipla and the GST shall be paid into the government treasury within the timelines stipulated by CGST/SGST/IGST/UTGST ACT or otherwise the GST (SGST/CGST/IGST/UTGST) charged by Cipla would be recovered with interest from the future invoices of Cipla.

CPL reserves the right to pay the GST (SGST / UTGST/CGST / IGST) to Cipla on receiving the credit of the GST paid by Cipla over the GST Network into the government treasury within the stipulated timeline as per the CGST/SGST/IGST/UTGST ACT.

In accordance with CGST Notification No. 68 /2019 dated 13.09.2020 it is mandatory for Cipla to provide Tax Invoice along with a valid IRN and a valid QR code. In case of lapses and failure to comply with aforesaid notification, Cipla shall indemnify CPL for all damages, penalties, costs and expenses and financial losses arising on account of any non-compliance of the government notification.

The Tax Collected at Source ("TCS") as per Income Tax Act under Section 206C(1H) effective from 01.10.2020 is required to be paid into the Government Treasury by Cipla within the timeline stipulated by the Income Tax Act and the credit of the same should also appear in Form 26AS of CPL. Cipla should also provide a TCS Certificate to CPL within 15 days from the date of filing TCS Quarterly Returns. Cipla shall indemnify CPL for all damages, penalties, costs and expenses and financial losses arising on account of any non-compliance with respect to TCS.



Billing Calculations

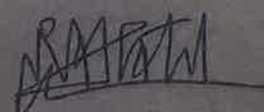
1. All taxes applicable are at actual and applicable at the time of service delivery.
2. In case ETP flow meter is not working/showing error or under breakdown then ETP flow consumption will be estimated based on earlier days ETP supply.
3. ETP flow meter will be calibrated online from an external party by CPL to avoid any malfunctioning.
4. ETP flow meter readings will be maintained in a log in an interval of 08 hrs. and will be shared with CPL every day.
5. The required fuel, spares, consumables and statutory approvals shall continue to be in CPL's scope.
6. In case of pre-mature termination of Agreement all the cost against the material in inventory (Spares, Fuel, Consumables and chemicals) incurred by Cipla shall be paid by CPL at actuals.
7. CPL will settle the payment against inventory before handing over and formal closure of contract.

6. MOBILIZATION

CPL acknowledges that Cipla will require sufficient time from the date of the Agreement for mobilization of Manpower. However, the mobilization will be completed as per mutual agreed time schedule and bind on both parties.

7. TERM and TERMINATION

- i. Term. The term of this Agreement shall commence on the Effective Date and remain in force for a period of three (3) years after which the Agreement shall stand terminated unless the same is extended and agreed upon in writing by the Parties. This Agreement may be renewed for a further period as may be mutually agreed between the Parties.
- ii. Termination for Material Breach. If either Party materially breaches this Agreement at any time, the non-breaching Party shall have the right to terminate this Agreement by written notice to the breaching Party if such breach is not cured within thirty (30) days after written notice is given by the non-breaching Party to the breaching Party specifying the breach.
- iii. Termination for Force Majeure Event. Either Party may terminate this Agreement due to the occurrence of a Force Majeure Event preventing performance by the other Party beyond a term of three (3) months, either Party may elect to terminate this Agreement by providing a written notice of fifteen (15) days.
- iv. Effects of Termination. It is understood that termination or expiration of this Agreement shall not relieve a Party from any liability that, at the time of such termination or expiration, has already accrued to the other Party; provided, however, that in the event that this Agreement is terminated by CPL on the basis of a breach by Cipla.



8. INSURANCE

- a) Cipla shall, at all times during the Term of the Agreement and for one (1) year thereafter, at its own cost, maintain a comprehensive general and liability insurance, professional indemnity and cyber & crime risks, to cover all of its obligations under the terms of this Agreement. Evidence of insurance, in the form of a certificate of insurance, shall be provided upon written request. Notwithstanding the foregoing, none of the requirements contained herein as to coverage types or limits of insurance required to be maintained by Cipla shall be construed to limit in any manner the liability of Cipla hereunder.

9. INTERRUPTIONS/HOLD-UP/SUSPENSION

- a) In the event the any of the Services of Cipla is interrupted or held up for reasons attributable to CPL, Cipla is entitled for the payment for the month for the actual released job in the particular month. In the event of such interruption / hold-up / suspension continuing for longer than thirty (30) days, Cipla shall be at its liberty to withdraw its personnel from the Site.
- b) CPL shall be liable to pay demobilization / re-mobilization charges to Cipla. In the event of such interruption / hold-up / suspension continuing for longer than thirty (30) days, Cipla shall reserve the right to terminate this Agreement as a breach of material obligation of CPL.

10. FORCE MAJEURE

The inability of a Party to commence or complete its obligations hereunder by the dates herein required resulting from delays caused by natural disasters (such as earthquakes and floods), severe weather, fires, epidemics, pandemic, riots, government action or directives, a failure of public transportation or communications, strikes, insurrection, acts of God, war, acts of terror, emergencies, or other causes beyond the Party's reasonable control (a "Force Majeure Event") that shall have been promptly communicated to the other Party, shall extend the period for the performance of the obligations for the period of any such delay(s) and shall not be cause for termination under this Agreement; provided that such Party shall continue to perform the terms of this Agreement to the extent feasible in view of such Force Majeure Event. If a Force Majeure Event continues for a period of six (6) months, the Party that is not subject to the Force Majeure Event shall have the right to terminate this Agreement upon thirty (30) days written notice to the other Party in accordance with termination provisions under this Agreement.

11. EFFECT OF FM

- a) Neither Party shall be considered to be in default or in breach of its obligations under this Agreement to the extent that performance is prevented by any circumstances of Force Majeure.
- b) If Cipla incurs any cost due to Force Majeure, CPL shall excuse delay and/or reimburse such costs with mutual agreement. Cipla shall be continued to be paid the Supply Price if the Force Majeure Event suspends its performance.
- c) If the Force Majeure situation continues for more than forty-five days, the Parties shall mutually discuss and come to an agreement regarding further course of action. If no agreement is reached and the Force Majeure Event continues beyond 60 days, either of the Parties may terminate/suspend the Agreement during the happening of the Force Majeure Event. and in such an event Cipla shall be paid forthwith all its due payments along with the costs and expenses towards demobilization. The securities provided by Cipla if any shall also be duly discharged.



12. INDEMNITY

The Parties shall hereby irrevocably and unconditionally agree to indemnify and hold harmless each other, including its Affiliates and their respective officers, directors, employees and agents, harmless from and against any and all liabilities, losses, damages, costs, claims, actions, proceedings, judgments, settlements, expenses or the like which may be suffered or incurred directly, but not consequentially, by either party, from (a) non-fulfilment of or failure to perform any covenant or obligation or agreement or undertaking contained in this Agreement by the parties; or (b) any personal injury, death caused by any deliverable as a part of the Services or provision of Services under this Agreement provided that such personal injury, death is not caused due to default on the part of or suppression of any information/breach of Agreement by either party or its Affiliates; or (d) any other intentional or grossly negligent act on the part of the parties except in each case to the extent caused by parties negligence or wilful misconduct or breach of this Agreement. Notwithstanding any other Clauses of this Agreement to the contrary, except for indemnity claims, or willful misconduct, neither Party shall be liable for any special, incidental, indirect, collateral, consequential or punitive damages or lost profits suffered by any indemnified party, howsoever caused and / or under any theory of liability in connection with any damages arising thereunder.

13. CONSEQUENTIAL DAMAGES

Save as otherwise agreed in this Agreement, Cipla shall not be liable to CPL or to any other parties, whether under Agreement, tort (including the acts of negligence), strict liability or other theory of law, for loss of profits (anticipated or otherwise) by reasons of Plant being shut- down or interruption in operation or increased cost of operations, cost of purchase of power, cost of money, loss of use of capital or revenue or for any special, incidental indirect or consequential loss or damage of any nature whatsoever.

14. NOTICES

Any notice required or permitted to be given or made under this Agreement by either Party shall be in writing and delivered to the other Party at its address indicated below (or to such other address as a Party may specify by like notice) by courier or by registered or certified airmail, postage prepaid, or by facsimile; provided, however, that all facsimile notices shall be promptly confirmed, in writing, by courier or by registered or certified airmail, postage prepaid. All notices shall be effective as of the date received by the addressee and shall be sent as follows:

If to Cipla :

Address – Cipla House, Peninsula Business Park, Ganpatrao Kadam Marg, Lower Parel West, Mumbai - 400013

Attention – Mr. Mangesh Vaze

If to CPL:

Address – Unit No.SB-901 & SB-902, Empire Tower, Gut No.31, Cloud City Campus, Airoli, Navi Mumbai, Thane 400708

Attention – Mr. Rajendra Patil

15. DISPUTE RESOLUTION – ARBITRATION

Neither Party shall commence a legal action in respect of any dispute arising under this Agreement (a "Dispute") without first complying with the following procedure:

- i. A Party claiming that a Dispute has arisen shall first provide written notice to the other Party giving details of the Dispute;
- ii. Within seven (7) days after such notice has been received, each Party shall designate a representative authorized to settle the Dispute on its behalf;
- iii. The Parties shall use Commercially Reasonable Efforts to resolve the Dispute within thirty (30) days of either Party first providing a notice in accordance with Section (i) above ("Negotiation Period"); and
- iv. In the event the Parties are unable to resolve the Dispute in or during the Negotiation Period, such Dispute shall be referred to the exclusive jurisdiction of the courts in Mumbai.

16. INDEPENDENT AGREEMENT

Notwithstanding anything contained in the Agreement or in any other contracts entered between the Parties or its group companies, it is agreed between the Parties that this Agreement is an independent contract and the Parties shall not raise claim of any damages, penalties, costs, levies of whatsoever nature and/or any cross liability arising out of any other contract(s) entered by Parties or its respective group companies. Cipla is an independent contractor, and the relationship created hereby shall not be deemed to be that of principal and agent.

17. CONFIDENTIALITY

- o Confidential Information. During the Term of this Agreement, the Parties or their respective Affiliates may disclose certain confidential and proprietary information and data to one another relating to their respective products and businesses, including, but not limited to, financial and other business information, Product samples, formulas, manufacturing processes, specifications, drawings, schematics and technical, customer and Product development plans, forecasts, strategies and other data. Except as otherwise specifically provided herein, all such information disclosed by one Party (in such capacity, the "Disclosing Party") to another Party (in such capacity, the "Receiving Party") shall constitute "Confidential Information".
- o Exclusions. Notwithstanding any of the foregoing, the term "Confidential Information" shall not refer to any the following information: (a) information which, at the time of the Disclosing Party's disclosure to the Receiving Party, is in the public domain; (b) information which, after the Disclosing Party's disclosure to the Receiving Party, enters the public domain, except where such entry is the result of the Receiving Party's breach of this Agreement or otherwise is the result of any unauthorized disclosure by any of the Receiving Party's employees or agents; (c) information which, prior to the Disclosing Party's disclosure to the Receiving Party, was already in the Receiving Party's possession, as documented by pre-existing records of such Party; or (d) information which, subsequent to the Disclosing Party's disclosure to the Receiving Party, is obtained by the Receiving Party from an unaffiliated third party which is lawfully in possession of such information and not subject to a contractual or fiduciary relationship to the Disclosing Party with respect thereto.
- o Non-Disclosure; Limited Use. In consideration of the Disclosing Party's disclosure and supply of Confidential Information, each Party, as a potential Receiving Party, agrees that, during the Term of this Agreement and for a period of five (5) years after the expiration or termination of this Agreement, it: (a) shall use the Disclosing Party's Confidential Information exclusively for the limited purposes of performing the Receiving Party's obligations under this Agreement or, in the case of Cipla, in

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connection with the Products, including developing, obtaining approval for, making and commercializing Products by Cipla or any of its Affiliates or licensees; and (b) shall not disclose, without the express written consent of the Disclosing Party, any Confidential Information, including, without limitation, this Agreement, to any person other than those employees or agents of the Receiving Party ("Representatives") who will be directly involved in fulfilling the Receiving Party's obligations under this Agreement or, in the case of Cipla, have a need to know such Confidential Information in connection with the Products, provided that such Representatives are bound by obligations to the Receiving Party that are consistent with the obligations of the Parties to one another as set forth in this Section.

- o Precautions. Each Party, as a potential Receiving Party, agrees to advise those of its Representatives who receive Confidential Information that such information (a) is proprietary and confidential to the Disclosing Party and (b) is subject to the limitations set forth in this Section. Each Party further agrees to take such reasonable precautions as it normally takes with its own confidential and proprietary information to prevent unauthorized disclosure or use of such Confidential Information which in any event shall be at least commercially reasonable efforts. The Receiving Party shall be responsible for any breach of this provision by its Representatives.
- o Required Disclosure. Notwithstanding the foregoing, each Party shall have the right to disclose Confidential Information to the extent required to be disclosed by Applicable Law, without limitation, securities laws and regulations and the rules or regulations of any securities exchange on which securities of a Party or its Affiliate are traded, or requested to be disclosed by any court or Regulatory Authority or legal process; provided, in each case, the Receiving Party provides the Disclosing Party with adequate prior written notice of the required disclosure (with reasonable opportunity for the Disclosing Party to object to any such disclosure) and uses reasonable efforts to limit the disclosure and maintain confidentiality to the extent practicable.
- o Return of Confidential Information. Upon the termination or expiration of this Agreement, the Receiving Party shall promptly destroy or return to the Disclosing Party the originals and all copies of any Confidential Information then in the Receiving Party's possession or control. Notwithstanding the foregoing, the Receiving Party may retain one copy of any such Confidential Information solely for purposes of complying with Applicable Law and ensuring compliance with this Agreement.

18. ASSIGNMENT

Neither Party shall assign the Agreement to any third-party, other than to the group company, without the written consent of the other Party.

19. WAIVER

Any waiver of the terms and conditions hereof must be explicitly in writing and executed by a duly authorized officer of the Party waiving compliance. The waiver by a Party of any breach of any provision hereof by the other Party shall not be construed to be a waiver of any succeeding breach of such provision or a waiver of the provision itself. The delay or failure of any Party at any time to require performance of any provision of this Agreement



shall in no manner affect such Party's rights at a later time to enforce the same.

20. SEVERABILITY

Should any section, or portion thereof, of this Agreement be held invalid or unenforceable in any jurisdiction by any court of competent authority or by a legally enforceable directive of any governmental body, such section or portion thereof shall be validly reformed so as to approximate the intent of the Parties as nearly as possible and, if unreformable, shall be deemed divisible and deleted with respect to such jurisdiction, but the Agreement shall not otherwise be affected.

21. INDEPENDENT CONTRACTORS

The relationship of Parties established by this Agreement is that of independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency or other fiduciary relationship between Parties. Neither Party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other Party, it being intended that each Party shall be and remain an independent contractor acting in its own name and for its own account.

22. ENTIRE AGREEMENT; AMENDMENT

The terms and provisions contained in the Agreement constitute the entire agreement between the Parties and shall supersede all previous communications, representations, agreements or understandings, either oral or written, between the Parties with respect to the subject matter hereof. No agreement or understanding varying or extending this Agreement shall be binding upon either Party, unless set forth in a writing which specifically refers to this Agreement signed by duly authorized officers or representatives of the respective Parties, and the provisions hereof not specifically amended thereby shall remain in full force and effect.

23. PUBLIC ANNOUNCEMENT

Neither Party shall issue any other public announcement, press release, or other public disclosure regarding this Agreement or its subject matter without the other Party's prior written consent, except for any such disclosure that is, in the opinion of the disclosing Party's counsel, required by Applicable Law or the rules of a stock exchange on which the securities of the disclosing Party are listed or is explicitly permitted by the provisions of this Agreement. In the event a Party is, in the opinion of its counsel, required by Applicable Law or the rules of a stock exchange on which its securities are listed to make such a public disclosure, such Party shall submit the proposed disclosure in writing to the other Party as far in advance as reasonably practicable (and in no event less than three (3) days prior to the anticipated date of disclosure) so as to provide a reasonable opportunity to comment thereon. Neither Party shall be required to seek the permission of the other Party to repeat any information regarding the terms of this Agreement or any amendment thereto that has already been publicly disclosed by such Party, or by the other Party, in accordance with this Section so long as (a) such information remains accurate as of such time and (b) the frequency and form of such disclosure are reasonable.



24. COUNTERPARTS

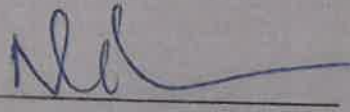
This Agreement may be executed in counterparts, including facsimiles thereof, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the Effective Date.

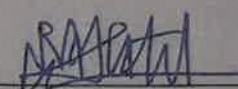
For and on behalf of
CIPLA LIMITED

For and on behalf of
Cipla Pharmaceuticals Limited

Signed



Signed



Name

MANGESH VATE

Name

RAJENDRA PATEL

Title

VP-Tech. Services

Title

Senior Director



ANNEXURE I

Offer/Proposal

As agreed between the parties separately from time to time

Annexure II

Minor Spares List

As agreed between the parties separately from time to time

Annexure III

Major Spares List

As agreed between the parties separately from time to time



महाराष्ट्र MAHARASHTRA

2020

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मु.दि.नॉंदवही अ.नं. 3369 दि. 93/01/2021 र. 90 X 90
मुद्रांक कोणत्या कारणासाठी लावण्यात आले करार
मुद्रांक विषयक धाड्याचे पत्राचे संक शिल्ल ति
संपूर्ण पत्रा बुद्धि
हस्तक्षेप जयसिंग अंगो
पत्ता बुद्धि
मुद्रांक खरेदीदाराची नाव Zagadey



विजु सैमाजी भुवें
मुद्रांक विक्रेता, पत्ताना नं. 2205008
पत्ता: दौंड, ता. दौंड, जि. पुणे

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is executed on this 24 day of August 2021 by and between,

Cipla Pharmaceuticals Limited, an existing company within the provisions of Companies Act, 2013 having its registered office at Unit No.SB-901 & SB-902, Empire Tower, Gut No.31, Cloud City Campus, Airoli, Navi Mumbai, Thane 400708, India and regional office at D & 8, MIDC Industrial Area, Kurkumbh, Pune – 413802 hereinafter referred to as "CPL" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors & assigns) of the ONE PART.

And

NRAPortal



Punjab Renewable Energy Systems Private Limited, a Company incorporated under the provisions of the Companies Act, 1956 and validly subsisting under the provisions of the Companies Act 2013 having its registered / communication office address at Office No. 701 & 712, B Wing, Hermes Atrium, Plot No. 57, Sector – 11, CBD Belapur, Navi Mumbai, Thane - 400614, India (hereinafter referred as "PRESPL") of the OTHER PART.

WHEREAS:

- i. CPL is engaged in the business of developing, manufacturing of pharmaceutical products.
- ii. PRESPL is engaged in the business of biomass aggregation and Supply Chain Management for Independent Power Producers (IPPs) and Process industries.
- iii. Cipla Limited an affiliate of CPL had purchased the boiler system from ForbesVyncke Private Limited ("FVPL") through a purchase order dated March 06, 2014 for a consideration provided therein.
- iv. Cipla Limited an affiliate of CPL has purchased the said boiler system for steam generation which has been installed by ForbesVyncke Private Limited (FVPL) at D-8 Plot, Kurkumbh MIDC, Pune. Basis an internal arrangement between Cipla Limited and CPL, CPL having its manufacturing facility located at D-D-8, Kurkumbh, Pune, Maharashtra- 413802 will be using the steam generated from the aforementioned boiler for its facility.
- v. Like Cipla Limited, CPL is interested to engage PRESPL for Operation and Maintenance (O&M) of 8TPH Boiler and generation of steam through boiler by burning of biomass briquette supplied by PRESPL on annual basis at its facility situated at Plot No. D-D-8, Kurkumbh, Pune, Maharashtra- 413802, as required by CPL from time to time. PRESPL has the requisite manpower, experience, expertise, facilities and other statutory approvals for the same.
- vi. The Parties, after several meetings and conversations, wish to enter into this MOU to record the understanding and this MOU will outline the basic terms and conditions under which all parties agree to work collectively.

NOW THEREFORE THIS MOU WITNESSES that in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PRESPL and CPL, intending to be legally bound, hereby agree as follows:

1. Definitions:

- 1.1 "Affiliate" of a Party means any entity that controls, is controlled by or is under common control with such Party, where "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, through ownership of more than fifty percent (50%) of the outstanding voting securities or other ownership interests, by contract or otherwise.
- 1.2 "Applicable Laws" means the applicable laws, regulations, rules of any governmental or statutory authority as may be applicable for the Services to be provided under this MOU.

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- 1.3 "Confidential Information" means any and all data or information whether oral, written or in electronic form disclosed by CPL to PRESPL becomes aware of in connection with the Services including without limitation, commercial, financial, technical, non-technical information or other information of a confidential or proprietary nature belonging to CPL.
- 1.4 "Force Majeure Event" means circumstances beyond reasonable control of a Party, including but not limited to, change in government policy, fire, flood, epidemic, act of god, war and riot.
- 1.5 "Effective Date" means 27th day of August, 2021.
- 1.6 "Party" means **CPL** or **PRESPL** and "Parties" means collectively, **CPL** and **PRESPL**.
- 1.7 "Premises" means the premises at D-8, MIDC Industrial Area, Kurkumbh, Pune – 413802.
- 1.8 "Representatives" mean the employees, directors and officers of a Party;
- 1.9 "Services" means all kinds of services as detailed in **Annexure I**, related to support, operation and maintenance of the abovementioned boiler system to be rendered by PRESPL at the Premises.
- 1.10 "Sub-contractor" means any person (other than PRESPL or their direct employees) to whom any part of the Services has been sub-let by the PRESPL with prior written consent of CPL.

2. Scope of the MOU:

- 2.1 CPL hereby engages PRESPL to render the Services on a non-exclusive basis.
- 2.2 PRESPL shall render the Services to CPL and/or its Affiliates as detailed in Annexure- I at the Premises, which will set forth the scope of work and timelines. If there is any conflict between the terms and conditions of this MOU and Annexures, the provisions of this MOU shall prevail.
- 2.3 PRESPL shall adhere to the timelines specified by CPL in **Annexure I**. CPL will not accept any deficient services. In the event of any delay or actual or anticipated failure by PRESPL to perform any of the Services described in this MOU for any reason other than failure directly attributable to CPL's acts or omissions, CPL shall be entitled, at its sole option, either (i) require PRESPL to re-perform the deficient Services at their own cost and within the timelines specified by CPL or (ii) deduct such amounts as Penalty as agreed between the Parties (iii) engage a third party to undertake and complete such services at their own cost with prior intimation of at-least 15 days to PRESPL.
- 2.4 Parties agree that this MOU will be for formalising the understanding between the Parties. The Parties will enter into definitive agreement/s upon start of the manufacturing activities at the Premises on the terms & conditions agreed therein.

R. M. Patel



3. Responsibility of PRESPL:

- 3.1 PRESPL shall provide its Services as detailed in **Annexure I**, in strict compliance with all relevant laws and regulations applicable to the Services being rendered and in accordance with the conditions of any permit, license or concession relating to any part of the Services, whether held by Parties or any other concerned party.
- 3.2 PRESPL shall designate a project coordinator to coordinate with CPL for all the Services.
- 3.3 PRESPL shall provide updates in respect of tasks pending and completed, risk and issues on weekly basis.
- 3.4 PRESPL shall ensure that its Representatives shall comply with all rules and regulation applicable with respect to their safety and well-being at the Premises. PRESPL shall solely be responsible to its Representatives involved in any mishap occurring on the Premises due to negligence of PRESPL/PRESPL's representatives.
- 3.5 PRESPL shall provide a list of its Representatives it intends to deploy at the Premise. PRESPL shall provide prior intimation to CPL for substituting any deployed Representatives at the Premises.
- 3.6 PRESPL shall identify the issues, provide solutions, make changes to the existing processes and propose modifications as may be required by CPL. All modification cost will be borne by CPL.
- 3.7 PRESPL shall not at any time permit any of its obligations under this MOU to be performed or undertaken by any Sub-contractor without prior intimation to CPL. However, in cases such Sub-contractor is allowed by CPL, PRESPL shall not in any way be relieved from their responsibility for the performance of the Services as per the Annexure - I under this MOU.
- 3.8 PRESPL shall be liable for all damages, losses, expenses caused to CPL or any of CPL's equipment's therein, due to the negligent act of the PRESPL and / or it's Representatives.

4. Responsibility of CPL:

- 4.1 CPL will nominate a project coordinator to coordinate the Services with the Service Providers.

5. Fees and Payments & Penalty

- 5.1 In consideration of the Services rendered by PRESPL under this MOU, CPL will pay the fees, as agreed between the Parties under the definitive agreement. The definitive agreement will contain the standard clauses that are customary and reasonable to the Services.

R. M. B. B. B.



5.2 PRESPL shall submit to CPL the invoices for Services rendered on a monthly basis. All invoices shall be approved by their respective project coordinators and supported by documentary proof of successful completion of Services in the preceding month. All undisputed invoices shall be paid by CPL within 15 (Fifteen) days from date of receipt of the invoice by CPL. If there is any discrepancy in the invoice submitted by PRESPL and CPL's assessment of the value of the Services provided by PRESPL, CPL will be entitled to withhold disputed amounts of the invoice until mutually resolved, If needed to amended after mutual discussion same will be rectified and resubmitted by PRESPL to CPL in seven working days for immediate payment, else the balance amount will be paid by CPL to PRESPL within 7 working days.

5.3 All payments made by CPL to PRESPL shall be inclusive of all applicable taxes and subject to tax deduction at source. GST, at applicable rates, shall be paid extra by CPL.

6. Representation and Warranties:

6.1 Parties represent and warrant that they are authorized to execute this MOU and that the terms of this MOU are not in violation of any contract to which they are a party.

6.2 PRESPL warrants that all personnel deputed for providing Services to CPL shall possess relevant skills, expertise and qualifications and the Services shall be rendered in a professional and workmanlike manner.

6.3 PRESPL warrants that it shall be liable to compensate CPL, in case PRESPL's refusal or inability or failure to provide the Services mentioned in **Annexure I**.

6.4 PRESPL shall diligently and in a timely manner respond to and deliver all reasonable Service requests of CPL.

6.5 PRESPL and CPL shall comply with all Applicable Laws and regulations and confidentiality obligations from time-to-time.

7. Confidentiality:

7.1 Parties including their Representatives agree that Confidential Information shall be used only for rendering the Services. They shall keep Confidential Information confidential, protect it from unauthorized use, reproduction, access and damage or destruction and employ the same degree of care as they would employ to protect their own confidential information.

7.2 Parties shall limit disclosure of Confidential Information only to their Representatives who necessarily require access to render the Services, provided that

(a) Parties first require each of them to agree in writing, either as a condition of their service to the respective party or in order to obtain Confidential Information, to be bound by terms and conditions substantially similar to those terms and conditions applicable to Parties respectively under this MOU, and

(b) Each Party shall maintain a record of Confidential Information disclosed to the Representatives and such record shall contain the name, designation of the Representatives and details of Confidential Information disclosed, which shall be made

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available to the other Party upon request. Notwithstanding this clause 7.2, Parties shall, under all circumstances, continue to be liable for all actions of the Representative.

- 7.3 If Parties are legally compelled by government or judicial process to disclose any Confidential Information, respective Party will provide prior written notice thereof to the other Party before making any disclosures, to enable the other Party to seek protective order or other appropriate remedy to minimize disclosure and the respective Party shall disclose only such portion of Confidential Information absolutely necessary in the opinion of its legal counsel to comply with the process.
- 7.4 All Confidential Information is provided by the Parties "as is", without any warranty, express, implied or otherwise, regarding its accuracy or performance and in no event shall any Party be liable to the other Party for disclosure of Confidential Information under this MOU.
- 7.5 Upon the first written request of any Party at any time during the term or immediately upon expiry or earlier termination of the MOU, the other Party shall return all Confidential Information to the respective Party, by registered mail/courier of international repute, and/or destroy such Confidential Information along with written certification as per the directions and instructions as provided by such Party.
- 7.6 All obligations contained in the MOU shall however survive the expiry or early termination of this MOU and the Parties including their Representatives shall remain bound by the same at all times.

8. Indemnity:

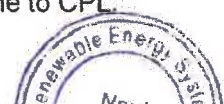
PRESPL shall indemnify and hold CPL, including its Representatives, and assigns harmless against all notices, claims, demands, action, suits or proceedings given, made or initiated against CPL on account of or arising out of any and all liabilities, damages, injuries, cause of action and expenses including attorney's fees suffered or incurred by CPL for

- (a) breach of confidentiality obligations, representation, warranties and other obligations under this MOU and Annexures by PRESPL;
- (b) loss or damage caused to CPL's property due to negligence of PRESPL;
- (c) wilful negligence, misconduct and misrepresentation by PRESPL OR its Representatives;

9. Statutory Compliances:

- 9.1 PRESPL shall comply with all applicable statutes, including but not limited to the provisions of the Indian Boilers Act, Provident Fund and Miscellaneous Provisions Act, Employees State Insurance Act 1948, Minimum Wages Act, Payments of Wages Act, 1936, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Leave and Workmen's Compensation for accidents, etc. PRESPL shall maintain such records and registers and obtain such licenses or registrations as required by the law. CPL shall not be liable in any manner whatsoever for any non-compliance on part of PRESPL of the applicable laws and in the event of any adverse claim of whatsoever nature arising thereof, the entire burden shall be strictly borne by PRESPL.
- 9.2 PRESPL shall obtain an Insurance policy to cover its employees/ personnel in respect of injuries and for any claims arising under the Workmen Compensation Act, 1936. PRESPL shall from time to time, keep the said policy renewed and furnish a copy of the same to CPL.

R.M.P.H.



- 9.3 PRESPL shall ensure that the wages are paid to the personnel in the presence of a CPL employee and for the said purpose, shall keep CPL informed well in advance the date, time and place of payment of wages.

10. Term:

This MOU shall commence from the Effective Date and shall be valid for a period of two (02) year or until execution of the definitive agreement whichever is earlier, unless sooner terminated by either Party in accordance with clause 11. Parties may renew this MOU upon mutually agreed terms and conditions.

11. Termination:

- 11.1 CPL & PRESPL shall be entitled to terminate this MOU in the following circumstances:
- 11.1.1 Without cause at any time by giving thirty (30) days' prior written notice applicable to CPL and ninety (90) days written notice required by PRESPL to other party.
 - 11.1.2 Immediately, if either party become insolvent or files for bankruptcy.
 - 11.1.3 In the event of change of control of either party, unless the parties decides otherwise, in which case, the acquiring entity undertakes in writing to assume all liabilities and responsibilities of PRESPL/CPL under this MOU.
- 11.2 If this MOU is terminated by CPL:
- 11.2.1 All payments for the Services successfully completed till date of termination shall be paid by CPL as per the payment terms.
- 11.3 If this MOU is terminated by PRESPL:
- 11.3.1 PRESPL will ensure to render the full services as per MOU till the notice period.
 - 11.3.2 Should CPL retain a third party service provider for completion of the Services of the preceding month, then PRESPL shall provide transition services to such third party service provider within the timelines specified by CPL without any additional costs thereon.
 - 11.3.3 Further in case of 11.3.2 PRESPL shall be liable to reimburse the costs and expenses incurred by CPL to retain any third party service provider for completion of the Services under this MOU.

12. Notice:

- 12.1 Any notice given under this MOU shall be in writing and signed by or on behalf of the Party giving it and may be served by delivering it personally or sending it by pre-paid recorded delivery or registered post or fax/ e-mail to the address and for the attention of the relevant Party. Any change in address shall be notified by a Party to the other Party within 14 days.
- 12.2 Any such notices be deemed to have been received:
- if delivered personally at the time of delivery;
 - in the case of registered airmail, pre-paid recorded delivery or registered post-upon receipt;
 - in the case of fax/e-mail, at the time of transmission or confirmation mail.

Signature



The addresses and fax number of Parties for the purpose of any written notice is as follows:

Cipla Pharmaceuticals Limited

Attention: Mr Rajendra B. Patil
Address: D-8, MIDC, Kurkumbh, Tal-Daund, Dist-Pune- 413802
Fax: (02117) 235232
Tel: (02117) 230399
Mail id: - Shailendra.borole@cipla.com
Copy: Global General Counsel (Legal Counsel)
Email: legal.notices@cipla.com

PRESPL

Attention: Lt Col Monish Ahuja (Retd)
Address: M/s. Punjab Renewable Energy Systems Private Limited
Corporate Office/Communication Add : Office No. 701 & 712, B Wing, Hermes Atrium, Plot No. 57, Sector – 11, CBD Belapur, Navi Mumbai, Thane - 400614
Tel: +91 22 27570498
Mobile : +91 88980 57100
Email: monishahuja@prespl.com

13. Governing Law and Dispute Resolution:

- 13.1 This MOU and the Parties' rights and obligations hereunder shall be governed by and interpreted in accordance with the laws of India.
- 13.2 All disputes arising under this MOU shall be settled by arbitration in accordance with the rules of Arbitration and Conciliation Act, 1996 as amended there under to be conducted by a Sole Arbitrator mutually appointed by both the Parties. The language of arbitration shall be English. The seat of arbitration shall be Mumbai. The arbitral award shall be final, conclusive and binding on the Parties and shall be enforceable in any court of competent jurisdiction.
- 13.3 PRESPL acknowledge that breach of this MOU by PRESPL will be extremely detrimental to CPL and would cause irreparable harm to the business of CPL which cannot be adequately compensated by monetary damages. Therefore, in addition to any other rights or remedies available to CPL under contract or at law, CPL shall be entitled to immediate return of Confidential Information and to equitable relief, including injunction and/or specific performance from any court of competent jurisdiction.

14. General Provisions:

- 14.1 The relationship between CPL and PRESPL is that of an independent contractor.
- 14.2 A Party shall be excused from performing its obligations under this MOU to the extent its performance is delayed or prevented by a Force Majeure Event provided that the affected Party promptly notifies the other of the occurrence of Force Majeure Event

R.M. Patil



- 14.3 PRESPL shall not assign this MOU to any person, without prior written consent of CPL.
- 14.4 No waiver by a Party of any provisions of this MOU shall operate or be construed as a waiver of any subsequent breach of such provision or any other provision hereof by such Party.
- 14.5 The invalidity or unenforceability of any provision of this MOU shall not in any way affect, impair or render unenforceable this MOU or any other provision contained herein, which shall remain in full force and effect.
- 14.6 No amendment to this MOU shall be valid unless mutually agreed in writing and executed by the Parties.
- 14.7 This MOU and Annexures represent the entire agreement between the Parties and supersedes all prior negotiations, understandings and agreements, written or oral, relating to the subject matter herein.

In witness whereof, the authorised representatives of the Parties have executed this MOU on the Effective Date.

For Cipla Pharmaceuticals Limited

Authorised Signatory

Name: Rajendra B. Patil

Title: Senior Director

**For Punjab Renewable Energy Systems
Private Limited**

Authorised Signatory

Name: SUMEET MALHAN

Title: CHIEF TECHNOLOGY OFFICER



Annexure I

Scope of Work

CPL has purchased a boiler system from ForbesVyncke Private Limited (FVPL) for generating steam 8 Ton/Hr at 14kg/cm² pressure and has appointed PRESPL for operating and maintaining the boiler system and generating uninterrupted uniform supply of steam at the pressure and quantity as may be instructed by CPL.

1. Scope of Services:

There are two stages involved in the MOU which are the following:

- Trial stage:** During this stage, PRESPL Representatives shall ensure that efficiencies and pollution norms are within limit and achieved and hence, the boiler system is stabilized.
- Operation and Maintenance Stage:** During this stage, the PRESPL Representatives shall ensure uninterrupted, uniform supply of steam at required pressure and quantity from the boiler system. They shall carry out the following services during this stage:

SR. NO	SPECIFICATION OF BOILER		
(i)	<ul style="list-style-type: none">FVPL. confirms the steam to fuel ratio at various load conditions as under		
		Boiler capacity	8000 kg/hr- F&A100°C.
		FW temp	55/ °C
		Steam to Fuel Ratio	
		Fuel Cal Value GCV basis, kcal/kg	100% Load 50% Load
		3300	3.808 3.712
		3400	3.924 3.824
		3500	4.039 3.937
		3600	4.154 4.049
		3700	4.270 4.162



SR. NO	OPERATION OF BOILER
(i)	PRESPL shall study the boiler designs and drawings in detail and also, ensure that the designs provided are acceptable and as per industry norms.
(ii)	PRESPL shall provide technically and commercially competent Representatives for operating and maintaining the boiler system.
(iii)	<p>PRESPL shall prepare preventive maintenance schedule for every equipment of boiler system and get the same approved by CPL. PRESPL shall undertake preventive & predictive maintenance of moving and non-moving machinery based on recommendation of CPL and the agreed norms. PRESPL shall also undertake preventive maintenance for machineries, instrument and electrical items (like boiler, water plant, pumps, air compressor, air conditioner, motor control centre panel, control panel and other utility equipment's) at the Premises. PRESPL shall always follow good engineering, good safety and good housekeeping practices.</p> <p>PRESPL shall maintain the schedule and documents as per CPL's standard operating procedure for the calibration that shall be done by third party. PRESPL shall submit the report after every preventive maintenance to CPL & maintain records for Mechanical, Electrical, and Instrument departments.</p>
(iv)	PRESPL shall maintain all the operating norms of the boiler system as per the standard operating practices mentioned in the user manual and the same shall be demonstrated during the trial run. Also, shall ensure the operation of the boiler system at Maximum Continuous Rating (MCR) with stated efficiency and ensure adequate maintenance to keep the boiler system ready for maximum availability.
(v)	Shall ensure that the blow down water from boiler system is sent to effluent treatment plant (ETP) for treatment in co-ordination with person present at the CPL, ETP plant before discharging effluent to prevent overflow.
(vi)	PRESPL shall engage sufficient Representatives for fuel loading, unloading and feeding to ensure that fuel fed to the conveyor is in proportion with the steam output. Also, shall take extra precaution to maintain conveyor system to prevent unplanned stoppages.
(vii)	<p>PRESPL shall :-</p> <ol style="list-style-type: none"> liaise with the respective government authorities under the Applicable Laws (including but not limited to Indian Boiler Regulation (IBR), 1950) for routine activity and annual boiler inspection to obtain the requisite approvals. CPL will pay all the applicable government fee for approvals. Perform maintenance work including annual chemical cleaning of the boiler system with supply of cleaning chemicals (as approved by the manufacturer of the boiler system) and mechanical cleaning of the utilities during the shutdown period. The necessary tools, Representatives and spares required for the same shall be provided by CPL.

RADPANT



	The shutdown period will be planned by only after prior written approval from CPL so as to enable CPL to maintain its production schedule.
(viii)	PRESPL shall be responsible for maintaining steam line traps/valves /flange joints and on steam line going from briquette boiler system to existing oil fired boiler system at D-7 and ETP plant within the Premises.
(ix)	PRESPL shall be responsible for all compliance related to IBR inspector, hydraulic pressure testing of boiler system, IBR line testing, etc.
(x)	PRESPL shall be responsible for procuring approved chemicals for boiler system operation and maintain dosing schedule of chemicals in accordance with CPL's SOP. Recommended chemical make: Nalco / GE.
(xi)	There will be two (2) shutdowns /Startup free in a month and beyond that PRESPL will charge INR 10,000/ per Shutdown/Startup from CPL. Minimum Shutdown period ought to be 12 hours or more to claim the said amount.
(xii)	Refractory brick work of boiler system-repairs, replacement, will be CPL responsibility. Refractory material will be provided by CPL and PRESPL will provide the required technical manpower to complete the work.

	OPERATION OF UTILITIES
(xiii)	Operation and Maintenance of all utilities and equipments installed at the Premises- D7- briquette fire boiler (water pumps, air compressor, softner plant, regeneration etc) will be PRESPL's responsibility. All required spares for replacements will be provided by CPL.
	ANALYSIS OF FUEL AND WATER ETC
(xiv)	PRESPL Shall analyse the soft water, flue gases, boiler & feed water along with any other parameters required for efficient running of the boiler system. Required instruments and kits to be arranged by CPL for the same.
(xv)	PRESPL Shall analyse the Biomass briquette as per CPL's requirements and machine required for analysis will be given by CPL.
(xvi)	Norms of Maharashtra Pollution Control Board should be strictly followed by PRESPL and Required daily inspections & checks to be done & reports to be submitted by PRESPL to CPL.
	GENERAL/ COMMERICAL ACTIVITIES
(xvii)	Minimum level of spare stock to be maintained by PRESPL as decided in consultation with CPL. PRESPL shall inform CPL about any spares requirement to order and to ensure that no breakdown due to unavailability of spares takes place. Required spare parts will be supplied by CPL. All payment of spares will be borne by CPL.

Signature



(xviii)	Co-ordination with FVPL on behalf of CPL for efficient operation of boiler system & utilities will be done by PRESPL.
(xix)	PRESPL Shall ensure safety of the boiler system, Premises, its Representatives and shall adhere to CPL's safety norms, rules and standards, provide to its Representatives all required personnel protection equipments (like gloves, face shield, shoes, helmets, earmuffs, uniform, etc).
(xx)	Housekeeping (including rest room cleaning) shall be done by PRESPL at the boiler house and its premises.
(xxi)	PRESPL Representatives shall coordinate with security at all times in the Premises.
(xxii)	In accordance with CPL's instructions, log books should be maintained containing readings of the boiler system according to CPL's SOP and generation of the report as required by CPL will be PRESPL's responsibility.
(xxiii)	Daily report /record keeping against the expected parameter to be made and submitted to CPL.

	OPERATION OF UTILITIES
(xxiv)	At the time of operations, reports should be prepared thoroughly for equipment (like no load & load trials etc).
(xxv)	Standard log sheets to be designed and filled up by for all important parameters and the same to be forwarded daily to CPL
(xxvi)	PRESPL shall maintain the Representatives as stipulated here and no position should be kept vacant for more than fifteen days. Regular operation and maintenance quality should not suffer because of non-availability of Representatives.
(xxvii)	Any abnormality regarding equipment should be communicated verbally immediately & followed by written document to the concerned CPL Representatives.
(xxviii)	Reporting to be done for each shift to CPL's coordinator.
(xxix)	Equipments/Instruments/motors' list will be provided by CPL for projects and subsequent updating of list will be done by PRESPL.
(xxx)	Recommended spare-part list should be compiled for all equipments by CPL & PRESPL.
(xxxi)	To communicate with FVPL engineer for performance of any routine maintenance/repair of boiler system.
(xxxii)	There should be one senior & experienced person who can handle & tackle the problems related to boiler system (including mechanical, electrical, instrumentations /automations, programmable logical control etc.) Also, persons of knowledge of each department (i.e. mechanical, electrical,

Signature



	instrumentation) should be available in general shifts who can take care of day to day activities.
(xxxiii)	Seating arrangement (table, chairs, cupboard & other office requirement) will be provided by CPL.
(xxxiv)	Disposal of ash at government approved site/location/agency and meeting of pollution norms will be PRESPL's responsibility. Ash to be disposed off immediately from the Premises and also, no storage/dumping of ash in the Premises will be allowed. Also, flue gas analysis as required will be done by and reports will be submitted to CPL.
(xxxv)	Corrective and preventive measures for any variations to be reported to CPL.
(xxxvi)	A monthly review meeting will be held to review the operation of the scope mentioned in this MOU.
(xxxvii)	Shall ensure uninterrupted good quality briquette fuel supply (minimum gross calorific value of 3500 kcal/kg) throughout period of the MOU.
(xxxviii)	PRESPL to arrange for - 1. Motorized loader, manual trolleys for briquette loading/unloading and movement. 2. Fuel required (such as Diesel/Petrol) to drive the loader. 3. Tractor trolley for collection and disposal of ash.
(xxxix)	PRESPL shall operate and maintain (routine check and maintenance) at CPL's Premise as and when required. PRESPL shall maintain and operate the oil fired boiler system in such a way that within sixty (60) minutes of the breakdown of the briquette boiler system, the steam flows from oil fired boiler system to briquette boiler system at specified quantity and quality . PRESPL shall also ensure availability of required spares for oil fired boiler system and inform CPL's engineering department in advance if the same is required to be ordered.

2. Timelines

The Services shall be rendered on an uninterrupted, continuous basis until the expiration or early termination of this MOU by either Party.



MOU Between PRESPL and M/s. Mayur Enetrprises

Memorandum of Understanding

This MoU has been entered into on this 30th day of April 2020 at Navi Mumbai

Between

M/s. Punjab Renewable Energy Systems Pvt. Ltd. (hereinafter referred to as 'PRESPL'), a Company incorporated in India under the Companies Act, 1956 having CIN: U40300MH2011PTC215235. and having its corporate office at 701 & 712, 7th Floor, Building: HERMES ATRIUM, B-Wing Plot No-57, Sector-11, CBD Belapur, Navi Mumbai- 400614 hereinafter called the **Contractor** (through its authorized signatory Mr. Mahendra Patil - DGM- Technical) (which expression shall, unless be repugnant to the context and meaning hereof mean and include its successors and assigns, and any and all related companies and entities) Party of the first part.

And

M/s. Mayur Enterprises hereinafter called the **Sub-Contractor**, which expression shall, unless repugnant to the context or meaning thereof, include their successors and assignees of the other part.

WHEREAS **PRESPL** is on the lookout for the effective supply of manpower to execute work for unloading of biomass briquette, feeding of briquette into biomass boiler, removal of ash as per Maharashtra Pollution Control Board norms, etc. The Sub-Contractor referred to above should be agreeable to undertake these work assignments to the best of satisfaction of **PRESPL** subject to the terms and conditions as detailed hereunder:

NOW, THEREFORE, THIS MOU WITNESSETH AS FOLLOWS:

1. DETAILS OF WORK PREMISES WHERE SERVICES ARE TO BE RENDERED- SCOPE AND COVERAGE

- (i) The services of the Sub-Contractor shall be rendered to **PRESPL** at their Operations & Maintenance site at D-8, Unit-I, Cipla Limited, Kurkumbh MIDC, Pune in the state of Maharashtra.
- (ii) Sub-Contractor should have valid labour licence and ash disposal licence to dispose the ash as per Maharashtra Pollution Control Board norms.
- (iii) In addition, if required by **PRESPL**, the services of the Sub-Contractor's workforce shall also be available in any other location /work premises of the **PRESPL** for performance of the services agreed to under this MoU.
- (iv) The services to be rendered to **PRESPL** shall include all work assignments relating to supply of manpower to **PRESPL**.

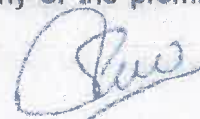
2. DEPLOYMENT OF PERSONNEL ON JOB CONTRACT BASIS (JCB)



- (i) The Sub-Contractor shall, during the validity of this MoU, engage adequate number of persons who are medically fit, honest and sincere to fulfill the assigned services on JCB and will be mutually agreed upon. In the case of absence, leave, etc. of any of the workforce deployed, the Sub-Contractor shall engage substitutes for satisfactory performance of the assigned services.
- (ii) The Sub-Contractor shall provide services of staff for placement in various cadres of the Office of PRESPL as per the requirement of PRESPL from time to time.
- (iii) The staff requirement will be intimated to the Sub-Contractor from time to time as and when required.
- (iv) PRESPL has the liberty to accept candidates provided by the Sub-Contractor based on personal interview by the Site Head and senior staff at Head office or any other officers nominated by PRESPL for that purpose.
- (v) The qualification for the cadre shall be in accordance with the specifications of PRESPL or any other desirable qualification as intimated by PRESPL.
- (vi) The Sub-Contractor shall have a supervisor/superintendent who shall be stationed in the site of PRESPL to monitor.
- (vii) The staff supplied by the contractor to liaison with the PRESPL's HR / EHS head & site head or their authorized officer with regarding to staff and other related matters. The pay and allowance of this liasoning officer/superintendent shall be the responsibility of the Sub-Contractor and PRESPL shall not be responsible for any payment thereof.
- (viii) PRESPL shall not be responsible for any reimbursement to the outstation visits made by the persons supplied by the Sub-Contractor.
- (ix) The Sub-Contractor shall not engage the agency employees to do the regular works.
- (x) The successful bidder shall provide personnel on duty who shall have the knowledge of Hindi/ Marathi / English.

3. DUTIES AND LIABILITIES OF THE SUB-CONTRACTOR TOWARDS HIS WORKFORCE ENGAGED ON JOB FOR PRESPL.

- (i) The Sub-Contractor shall ensure proper performance, conduct and behavior of the workforce engaged by him at any of the premises of



PRESPL and shall remove with immediate effect, such person(s), who does not give satisfactory performance, does not conduct himself/themselves properly or misbehave with the regular employees/ personnel of PRESPL.

- (ii) The Sub-Contractor shall ensure that the workforce engaged by him shall carry with them proper uniform, safety equipment's (Nose Mask, Hand Gloves, Eyeglasses, Safety Show, Ear Plug etc.) and identity card should be issued by him to the workers during the working hours.
- (iii) The Sub-Contractor shall ensure that the workforce engaged by him undergoes proper annual medical examination and that proper hygiene and sanitation is maintained by him during the working hours.
- (iv) The Sub-Contractor and their manpower will follow all the EHS rules of PRESPL /Cipla Ltd.
- (v) An attendance register of the Sub-Contractor's workforce shall be maintained by its supervisor or any other person as deployed by him.
- (vi) The Sub-Contractor shall reduce or increase the workforce as and when exigencies of the PRESPL work requires.
- (vii) The Sub-Contractor shall ensure that the payment of wages to the workforce engaged by him, is made to them keeping in view of statutory provisions with reference to the payment of wages (including provisions of minimum rates of wages fixed by the State Government for each category) in the presence of PRESPL's representative on or before the 5th Day of every following calendar month through cheques/online transfer individually without waiting the payment from PRESPL.
- (viii) The Sub-Contractor shall give leave/holidays to his workforce as per the provisions of labour laws applicable in the State.
- (ix) The Sub-Contractor shall be held responsible for any damage/loss to PRESPL caused due to the negligence of his workforce and shall compensate to PRESPL adequately against such losses which will be assessed and determined by PRESPL.
- (x) The Sub-Contractor's workforce shall be liable for security check by the Security staff deployed by PRESPL as and when deemed essential.
- (xi) The wages paid to the workforce engaged by the Sub-Contractor must be in accordance with the Minimum Wages Act notification issued by Labour Department of Government of Karnataka, revised if any from time to time.

4. DUTIES AND LIABILITIES OF THE PRESPL AND THE SUB-CONTRACTOR UNDER THIS MOU



(i) PRESPL shall not be held responsible for continuation of job or job guarantee in respect of the workforce engaged by the Sub-Contractor on job under this MoU.

(ii) PRESPL shall, in consideration of the due and faithful performance of all the services rendered by the Contractor's workforce in terms of this MoU in the preceding month on job, pay to the Sub-Contractor every month on receipt of bill and claim for service charges on this account, minimum wages as may be admissible to the workforce as under:

a) Consolidated sum amounting to total monthly emoluments payable to workforce engaged by the Sub-Contractor in terms of this MoU shall be as follows:

Sr. No.	Nature of Task	Wages/month
1.	Briquette Unloading	Rs. 80/ MT + Taxes as applicable
2.	Briquette Feeding Lumpsum	Rs. 60000 + Taxes as applicable
3.	Ash Disposal as per MPCB Guidelines	Rs. 70000 + Taxes as applicable

Note: These charges are subject to be changed as mutually decided between PRESPL & Sub-Contractor.

b) SERVICE CHARGES as specified in the aforementioned table (on monthly basis) by the Sub-Contractor for the services rendered by him to PRESPL in respect of this MoU. Service charges shall be claimed separately and shall be paid once in quarter after production of relevant documents for payment made to PF & ESI authorities. (P.F. & ESI Annual returns, Form 3A & 6A, Statement of Accounts)

c) Income tax as may be due under the relevant Act shall be deducted at source.

d) The Service Tax quoted in the tender shall be paid to the concerned authority by successful bidder and shall produce challans as and when required.

(iii) The payment as above, except service charges shall be payable by PRESPL every month based on the relevant claims preferred by the Sub-Contractor in this regard with respect to the previous month as agreed upon in the tender. While processing the claim for payment, before approval, PRESPL's representative shall duly checkup the Attendance/Wages Register to ensure proper payment.

(iv) While submitting bills to PRESPL as above, the Sub-Contractor shall also render documents in the prescribed forms as per the P.F Act and ESI Act, evidence with an undertaking of the deposits of Provident Fund/ESI contributions made by him in respect of the workforce under consideration for payment of wages, failing which, the payment of the bill

by PRESPL will be withheld until such compliance. The annual returns made to PF and ESI shall reflect all the names of persons so engaged to PRESPL with amount credited to their account by Sub-Contractor.

- (v) The Sub-Contractor shall duly comply with all Acts, laws including Contract Labour (Regulation & Abolition) Act, 1970 or other statutory rules, regulations, bye-laws as applicable or which might be applicable.
- (vi) In case, while on duty and during the course of engagement in the work premises of PRESPL under this MoU, if any of the Sub-Contractor's workforce suffers from any injury indisposition due to accident or other natural calamities, the Sub-Contractor shall ensure that immediate and adequate medical aid viz. First-aid and subsequent treatment facilities are provided to the persons(s) concerned at the cost of Sub-Contractor without fail. In addition, the Sub-Contractor shall also be liable for meeting with statutory liabilities under the ESI/PF or Workmen's Compensation Act as detailed above.
- (vii) The Sub-Contractor shall indemnify and compensate PRESPL, if PRESPL as Principal Employer under the Contract Labour (Regulation and Abolition) Act, 1970 becomes liable to assume any liability towards the workforce engaged by the Sub-Contractor. In that event, the provisions relating to recovery as provided in the relevant clauses of the said Act shall be applicable in to.
- (viii) The Sub-Contractor shall perform the work assignments to the best satisfaction of PRESPL. In case of unsatisfactory performance, intimation will be given in writing with a period of one week time to the Sub-Contractor to rectify the matter, and the PRESPL reserves the right to cancel the Contract forthwith. In that event the legal payments made to the workforce of the Sub-Contractor shall be fully recoverable from the Sub-Contractor.

MISCELLANEOUS GENERAL TERMS AND CONDITIONS

- (i) The MoU comes into force w.e.f. 30th April 2020 and shall remain in force for a period of one year i.e., till 30th April 2022. However, this MoU shall be liable for termination at an earlier stage by PRESPL, at any time by giving one month's advance notice to the Sub-Contractor without assigning any reason thereof and without prejudice to the rights of PRESPL to recover any money becoming due under this MoU and award such contract to execute to other firm as per rules. PRESPL may extend this contract with same terms and conditions with mutually decided timelines.
- (ii) Both PRESPL and Sub-Contractor hereby agree that all differences/disputes/interpretations arising out of or in connection with this MoU shall be mutually discussed and settled failing which the same shall be referred to the arbitration of a sole arbitrator under the provisions




of Conciliation and Arbitration Act. The venue of arbitration shall be in Mumbai and the Arbitrator's decisions shall be final and binding on both the parties


- (iii) Neither PRESPL nor the Sub-Contractor shall transfer or assign this MoU to a third party.
- (iv) On termination of the MoU by either party, the Sub-Contractor shall return all properties/files/records/ any other belonging to PRESPL.
- (v) The Sub-Contractor hereby confirms that he shall abide by and is willing to execute the work assignments on job strictly in accordance with the terms and conditions of this MoU and PRESPL in turn also agrees to engage the Sub-Contractor accordingly with effect from 01st May 2017.
- (vi) Prevailing service tax @ 10.30% including education cess shall be claimed on total amount of service and at such rate as revised from time to time by the Central Government.

IN WITNESS where of both the parties agree to abide by the above terms and conditions.

Signed today, the.....

For and on behalf of PRESPL


Authorized Signatory



Signature of Contractor

Mayur Enterprises


Proprietor

WITNESSES:

- 1.
- 2.



Cipla Pharmaceuticals Ltd.

	Year wise CSR Expenditure			
CSR Activity	2020-21	2021-22	2022-23	2023-24
Facility of health check up	33.62	105.2	85.1	25.38
Education promotion	54.44	79.76	125.24	40.75
Solid waste management				
Solar photo, energy generation & Non Conventional energy promotion				
Participation & promotion of Govt Missions				
Any other activities		0.27		
Total (amount in Lakh)	88.06	185.23	210.34	66.13

PUBLIC NOTICE

WE ARE PLEASED TO INFORM THAT 'MINISTRY OF ENVIRONMENT, FOREST AND CLIMATE CHANGE (MoEFCC)', GOVERNMENT OF INDIA, [ISSUED BY THE STATE ENVIRONMENT IMPACT ASSESSMENT AUTHORITY (SEIAA), MAHARASHTRA] HAS ACCORDED AN "ENVIRONMENTAL CLEARANCE" VIDE ITS EC IDENTIFICATION NO - EC23B058MH179318 DATED 18th MAY, 2023 TO "M/S. CIPLA PHARMACEUTICALS LIMITED", PLOT NO.: D - 8, MIDC KURKUMBH, TALUKA: DAUND, DISTRICT: PUNE, STATE: MAHARASHTRA FOR ESTABLISHMENT OF ACTIVE PHARMACEUTICAL INGREDIENTS (API) MANUFACTURING UNIT. COPIES OF THE ENVIRONMENTAL CLEARANCE LETTER ARE AVAILABLE WITH THE MAHARASHTRA POLLUTION CONTROL BOARD (MPCB), WEBSITE OF THE INDUSTRY AND MAY ALSO BE SEEN AT THE WEBSITE OF MINISTRY OF ENVIRONMENT, FOREST AND CLIMATE CHANGE; NEW DELHI, AT

[http:// parivesh.nic.in](http://parivesh.nic.in)

*FOR, M/S. CIPLA PHARMACEUTICALS LIMITED,
MIDC KURKUMBH, TALUKA: DAUND, DISTRICT: PUNE.*

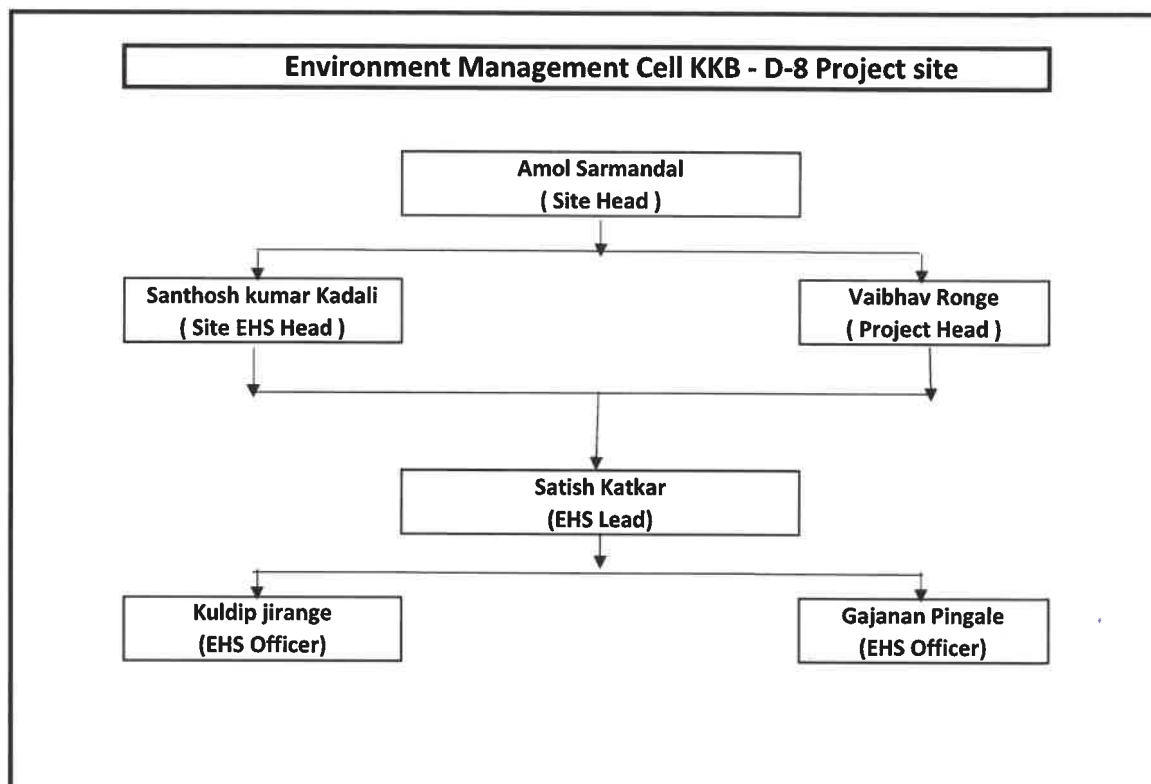
VICE PRESIDENT TECHNICAL

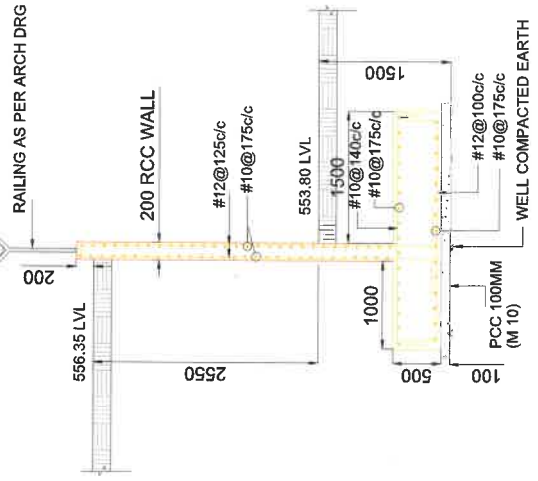
जाहीर निवेदन

आम्हाला कळविण्यास आनंद होतो की “पर्यावरण, पने व हवामान खदल मंत्रालय”; भारत सरकार [राज्य पर्यावरण आघात मूल्यांकन प्राधिकरण (रापआमूपा), महाराष्ट्र, द्वारे जारी] यांच्या दि.१८.०५.२०२३ रोजीच्या पर्यावरणीय रचीकृती पत्र.क्र EC23B058MH179318 द्वारे “मे.क्षिप्ला फार्मास्युटीकल्स लिमिटेड” यांच्या प्लॉट नं. डी ८, एम.आय.डी.सी.कुबकुंभ, तालुका दौंड, जिल्हा पुणे, महाराष्ट्र राज्य येथील प्रस्तावित ऑक्टिल फार्मास्युटीकल इनव्हेस्टिमेंट्स मॅन्युफॅक्चरिंग (एपीआय) प्रकल्पास ‘पर्यावरण रचीकृती’ मिळाली आहे. संबंधित पर्यावरण रचीकृती कागदपत्रांच्या प्रती महाराष्ट्र राज्य प्रदुषण नियंत्रण मंडळ, प्रकल्प संकेतस्थळ आणि पर्यावरण, पने व हवामान खदल मंत्रालय, नवी दिल्ली यांच्या खालील संकेतस्थळावर उपलब्ध आहेत.

[http:// parivesh.nic.in](http://parivesh.nic.in)

मे.क्षिप्ला फार्मास्युटीकल्स लिमिटेड करीता,
एम.आय.डी.सी.कुबकुंभ, तालुका - दौंड, जिल्हा - पुणे
उपाध्यक्ष तांत्रिक





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