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SERVICE ORDER

SO No.: GMP01/WO/AO/2025-2026/023

Date : 26<sup>th</sup> August 2025

To,

**M/s. STEM Learning Pvt. Ltd.**

ICON 1205, Marathon Nextgen Campus,

Opp: GK Marg

Lower Parel (West)

**Mumbai – 400013**

Kind Attn: Mr. Sadanand Shetty M # 9987352626

**Sub: Service Order for “Establishing a Mini Science Centre at the Govt. High School in Bassi Ki Bawdi under Khemla Panchayat, Neemuch, MP. “for Greenko MP01 IREP Private Limited**

**Ref: Your Final Quotation ref no. By Mail**

Dear Sirs,

With reference to the above and further to our discussions, we would like to issue a Work Order for the subject work along with the following Commercial Terms and Conditions.

**1.0 Price:**

S. No	Description	QTY	UOM	Unit price (INR)	Total Amount (INR)
<b>A</b>	<b>Supply and Establishing of Mini Science Centre</b>				
1	<b>Mini Science Center</b>				
	80 Models + 80 Users Placard + 37 Colour full Backgrounds + 1 Safety Placard + 1 Teacher Manual Includes Installation Delivery	1	NO	3,15,000	3,15,000
2	<b>Training of Teacher (TTP)</b>				
	Fresh & Refresher Training	1	NO	40,000	40,000
3	<b>Monitoring &amp; Evaluation</b>				
	Base-Line, End-Line	1	NO	40,000	40,000
4	<b>Infrastructure</b>				
	SET UP OF PLATFORMS & ELECTRI CONNECTIONS	1	NO	40,000	40,000
	<b>Total Basic Price</b>				<b>4,35,000</b>
	<b>GST@18%</b>				<b>78,300</b>
	<b>Grand Total Inclusive of GST</b>				<b>5,13,300</b>
<b>B</b>	<b>Annual Maintenance of Mini Science Centre for Second Year (i.e. 2026-2027)</b>				
	CLEANING SERVICING & Repair (if any)	1	NO	40,000	40,000
	<b>Total Basic Price</b>				<b>40,000</b>
	<b>GST@18%</b>				<b>7,200</b>
	<b>Grand Total Inclusive of GST</b>				<b>47,200</b>

**Note:** Annual Maintenance constituting Cleaning Servicing & Repair & Replacement (if any) at the end of first year will be free of charge as it will be under warranty period.

**Warranty:** As per manufacturers terms and conditions only

Mini Science Centre Installation Free of Cost at Site (To & FRO, Lodging & Boarding your Company Scope)




Office: P. Beny. Md. Commercial Complex of New Bus Stand Rampura Sub District Neemuch MP 458118.

## 2.0 Terms and Conditions:

1. Taxes were calculated based upon prevailing tax structure. Any change in law pertaining to taxes shall prevail and shall be adjusted/paid accordingly.

## 3.0 Definitions:

- 3.1 "Employer" or "Client" or "Greenko MP01 IREP" shall mean "Greenko MP01 IREP Private Limited"
- 3.2 "Contractor" or "Service Provider" or "STEM Learning" shall mean "STEM Learning Pvt. Ltd."
- 3.3 "Effective Date" shall be the date of order.
- 3.4 "Parties" shall mean that "Employer & Contractor/Service Provider"

## 4.0 Work Completion Period:

Within 1 week from the date of advance payment receipt.

## 5.0 Payment Terms:

- i.50% payment upon submission of the Proforma Invoice along with the School Identification Report and confirmation of readiness of 80 models.
- ii.30% upon submission of the Installation Report.
- iii.20% upon submission of the first Monitoring & Evaluation (M&E) Report.
- iv.2nd Year Annual Maintenance Payment release after completion against Invoice with Full Tax

## 6.0 GST/Taxes, Duties and Other Levies:

- 6.1 Work order price is inclusive of GST and other taxes & duties and levies (if any). Payment shall be released against Proof of documents.
- 6.2 In case any increase or reduction in tax/duty/other levies shall be in the account of Greenko MP01. For increase in tax/duty/other levies etc. shall be reimbursed with submission of necessary documents/Government Orders.
- 6.3 Employer shall deduct TDS from the bill(s) of the Service Provider as per the guidelines of Income tax act Prevailing at the time of execution of the Work Order.

## 6.4 GST Details:

Description	Registration No
STEM Learning Pvt. Ltd Provisional ID	27AAQCS0110G1ZL
Greenko MP01 IREP Provisional ID	23AAICG2719D1Z0

## 7.0 Communication and Billing Address:

For any commercial issues, submission of Invoices etc. you may please contact or addressed to the following.

Communication Address:	Billing Address:
<p><b>Employer:</b></p> <p>If to <b>Greenko MP01 IREP Private Limited</b> Attention: Mr. Ravi Shankar DVB AVP - Contracts &amp; Procurement Fifth Floor, Block D, Plot No.13, SY. No. 64 Part, Hitech City Layout, Madhapur Village, Hyderabad- 500081, Rangareddi, Telangana Phone: +91 40 4030 1100</p>	<p><b>If to M/s. Greenko MP01 IREP Pvt. Ltd.</b> 1st Floor, Near New Bus Stand, Commercial Complex, Rampura, Distt- Neemuch, <b>Madhya Pradesh, 458118</b> Mr. Amit Kumar soni Mob. No.9009104365</p>

## 8.0 Service Guarantee/ Warranty:

Service shall be delivered strictly as per the Scope of work (As per Annexure-1) and shall be monitored by the Vendor's supervisors time to time. This Order is being placed on you based upon the mutually agreed term and conditions. You are advised to send your acceptance for this order within three (3) working days or else the same shall be treated as accepted.

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You shall execute the works/services as per the agreed delivery timelines given in this order.

#### **9.0 Risk Purchase:**

In the event of the Service Provider failure to Provide services as per the agreed Scope and/or specifications or expresses their inability, the Employer reserves the right to cancel such Scope of Work in part or in full and source such cancelled portion of Scope of Work from alternative sources at the Service Provider risk and cost.

Any extra cost incurred by the Employer on such sourcing that the Service Provider is unable to provide services as per the agreed Scope of Work including 10% overhead of such risk purchase, shall be recovered by the Employer either by way of deduction from the Service Provider pending bills or by means of separate remittance from the Service Provider within 15 (fifteen) days of receipt by the Service Provider of the Employer debitnote(s).

#### **10.0 Termination:**

If a Party considers that the other Party ("Defaulting Party") is in material breach of any provision of the Agreement, it may (without prejudice to any right of action or remedy that it may have) provide the Defaulting Party with a notice ("Default Notice") specifying the nature of the breach and a providing a period of 15 (Fifteen) days, within which period (or such other extended period as may be agreed between the Parties) the Defaulting Party must remedy such material breach to the satisfaction of the other Party.

In case of unfinished/incomplete services, due to reasons not attributable to the Service Receiver, the Service Receiver reserves the right to complete the services at the Service Provider's risk & cost, by engaging any third party. However,

Employer may terminate this Work Order with one month notice without showing any reasons and payment shall be adjusted accordingly.

Should unforeseen conditions arise, and the Service Receiver deems it necessary, to suspend indefinitely or abandon the services, the Service Order may be terminated by Service Receiver after having given 7 days' notice in writing. In case of termination, service provider shall refund the amount if any, for the termination period calculated on pro-rata basis within 7 days of termination.

The Service Provider reserves the right to terminate the Service Order if the Service Receiver does not fulfil their obligations. The Service Receiver will settle all outstanding payments against the services rendered by the Service Provider till the termination date.

#### **11.0 Notices:**

11.1 All notices to be given under this Service Order shall be sent to Employer or Service Provider, as the case may be, at the addresses set forth below, or to such other addresses as notified from time to time by the Parties to each other by hand, registered post or electronic mail:

<b>If to M/s. Greenko MP01 IREP Pvt. Ltd.</b> 1st Floor, Near New Bus Stand, Commercial Complex, Rampura, Distt- Neemuch, <b>Madhya Pradesh, 458118</b>	<b>If to M/s. STEM Learning Pvt. Ltd.</b> ICON 1205, Marathon Nextgen Campus, Opp: GK Marg Lower Parel (West) <b>Mumbai – 400013</b>
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#### **12.0 Governing Law, Jurisdiction and Arbitration:**

12.1 This Service Orders. has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Service Orders. This Work Orders, its meaning & interpretation and the relation between the parties shall be governed by the Applicable Law of India. This Service Orders. in all respect shall be subject to jurisdiction of Courts of Hyderabad. The Parties shall settle all or any of the differences, disputes through mutual discussions amicably. The resolution of all disputes, which cannot be resolved amicably through mutual discussions, shall be settled through arbitration as provided under the Indian Arbitration and conciliation Act, 1996 or its amendments if any each party shall appoint an arbitrator from their side and two arbitrators shall appoint/select the third arbitrator who will preside over the arbitral tribunal which shall consist of three arbitrators. The arbitration proceedings shall take place in Hyderabad to all the parties and shall be conducted in the English language.

### **13.0 Force Majeure:**

No claim by either Party shall be valid in case the delay is on account of civil commotion, serious damage by fires, declared or not, sabotage or by a natural calamity such as floods, earthquakes and events over which the affected party has no control whatsoever.

In any such event the affected party shall give a notice in writing within seven days of that happening to the non-affected party but shall, nevertheless constantly endeavour to bring down the delay and recommence the work at the very earliest.

In the case of the Service Provider, the Service Provider shall, on removal of the cause or delay, seek extension of the time allowed for completion of its scope of work, and the Employer shall consider the application and grant such extension as in its opinion is reasonable having regard to the nature and period of delay and the type and quantum of work effected thereby. No other compensation of any form shall be available to the Service Provider in such an eventuality. The decision of the Employer in this eventuality shall be final and binding

### **14.0 Insurance:**

Service Provider shall obtain all necessary insurance coverage like Workmen Compensation, Public Liability besides Medical Insurance and Personal Accident Insurance for all the workmen engaged by you for the said Order .

### **15.0 Suspension:**

Employer may, by written notice of Suspension of Service Provider, suspend all payments to Service Provider hereunder if Service Provider fails to perform any of its obligations under this Service Order, including carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of failure, and (ii) shall request the Service Provider to remedy such failure within a period of thirty (30) days after receipt by the Service Provider of such notice of suspension.

### **16.0 Limitation of Liability:**

- 1.0 Whether arising in Service Order, tort (including negligence whether active or passive), warranty, strict liability or otherwise, the liability of Service Provider, its agents, employees, sub-service providers w.r.t. any and all claims arising out of the performance or non-performance of obligations under the Work Order, shall not exceed in the aggregate of the total Service Order value and shall in no event include damages for loss of profit, loss of revenues, indirect or consequential damage, loss of any nature, tort (including negligence whether active or passive), warranty, strict liability or otherwise, except if the same is due to the gross negligence or willful default of the Service Provider
- 1.1 No such claim shall be asserted against Service Provider, its agents, employees, sub service providers or suppliers, unless the injury, loss or damage giving rise to the claim is sustained prior to the expiration of the period of warranty specified in the Service Order and no suit or action thereon shall be instituted.
- 1.2 This clause shall prevail over any conflicting or inconsistent provisions contained in any of the documents comprising the Service Order, except to the extent such conflicting or inconsistent provisions further restrict the Service Provider's liability.

### **17.0 Direct & Indirect Consequential Losses:**

Neither Party shall be liable to the other Party or any of its Service Providers or agents for loss of use of any works, loss of profit, loss of any Service Order or any other special, indirect or consequential loss or damage which may be suffered by the other party in connection with the Service Order.

### **18.0 Indemnity:**

Employer shall be indemnified against any non-compliance by the Service Provider in matters relating to statutory, legal, professional and other obligations and requirements.

The Service Provider shall be liable for and shall indemnify the Employer in respect of all legal implications and damages arising out of any infringement of patents and similar intellectual property, trademarks and any other such legal rights etc. from the respective owners. It shall be deemed that Service Provider has taken all required permission before using such intellectual property and legal rights, from the legal owners of the same, before supplying and making ready for use of the product and /or services.

*Kumar*

## **19.0 Confidentiality:**

Service Provider agrees to hold and preserve in confidence for a period commencing with the date hereof and ending three years from the date of closure of service order, except as may be necessary to perform the Services hereunder, any information supplied to it by Employer or which by its nature can be inferred to be confidential.

Service Provider shall not, nor shall it permit any of its personnel to, issue any press or publicity release or any advertisement, or publish or otherwise disclose any photograph or other information, concerning the Project without the express prior written consent of the Employer, which consent shall not be unreasonably withheld.

## **20.0 Employer's Obligations:**

Employer hereby covenants to pay the Service Provider, in consideration of the carrying out and completion of the supplies and the remedying of defects therein, such sum or sums as shall become payable under the Service Order at the times and in the manner prescribed by the Service Order.

## **21.0 Service Provider's Obligations:**

In consideration of the payments to be made by the Employer to the Service Provider as hereinafter mentioned the Service Provider hereby covenants with the Employer to carry out and complete the entire Scope of Work in all respects with the terms, conditions, and provisions of Service Order. Service Provider shall supply quality material as shown in Price Schedule and shall ensure fresh material (with manufacturing and expiry dates) and shall supply the material which shall have a minimum of 60 days shelf life from the date of expiry, where are applicable.

## **22.0 Dispute Resolution/Arbitration:**

- a. Any controversy or claim or disagreement ("Dispute") arising out of or in connection with the validity, application or interpretation of the Service order shall be settled by mutual negotiation between the Parties initiated by written notice of the Dispute to the other Party. The Parties shall attempt to settle such dispute amicably within 30 (thirty) days from the date of receipt of notice of dispute by the other Party. In such event, the Parties shall each arrange for an officer or member of management with authority to meet and resolve, in good faith, any pending disputes during such time period.
- b. If no settlement is arrived at by the Parties as mentioned under Clause 12.1, the matter must be referred to Arbitration and all disputes arising out of or in connection with the Service order
- c. Shall be settled under the Indian Arbitration and Conciliation Act, 1996 or its amendments and rules thereunder and in force from time to time. All parties shall appoint an arbitrator on mutual consent and all appointed arbitrators shall choose the fourth arbitrator. The Party appointing the arbitrator shall bear the cost of such arbitrator and the cost of the fourth arbitrator shall be borne equally by all Parties.
- d. The seat of arbitration shall be Hyderabad, Telangana and courts of Hyderabad, Telangana would have jurisdiction in this matter.
- e. The language to be used in the arbitral proceedings shall be in English.
- f. The arbitral award shall be final, binding, and conclusive, shall be the sole and exclusive remedy regarding any and all claims and counterclaims presented.
- g. Pending the arbitral proceedings, Parties shall adhere with their respective obligation/s as stipulated under this Service Orders.
- h. The arbitrator or the arbitrators shall decide any dispute submitted by the Parties strictly in accordance with the substantive laws referred to in clause 14.0 herein below and shall not apply any other substantive law.
- i. The arbitration shall be confidential. The Parties agree that also the mere existence of an arbitration proceeding shall be kept confidential, except to the extent disclosure is required by law, regulation, or an order of a competent court.

## **23.0 General:**

### **23.1 Business Ethics**

All activities and transactions performed by the Parties under this Service Order shall be carried out in a proper and truthful manner, and any records or documents relating to such activities and transactions shall contain a true and proper account of the facts and circumstances pertaining thereto.

Neither Party nor its affiliates shall:

- (i) Directly or indirectly, make an offer, payment, promise to pay, or authorize the payment of any money, including kick-backs, or an offer, gift, promise to give, or authorize the giving of anything of value to anyone for the purpose of wrongfully influencing the recipient, obtaining or retaining business, or for securing or obtaining any improper business advantage for fulfilment of its obligations under this Work Order;
- (ii) Permit or authorize any other action to be taken, including any action in connection with the conduct of their business and the transactions contemplated under this Work Order, which would cause either Party to be in violation of any applicable anti-bribery or anti-corruption laws of India;
- (iii) Directly or indirectly be involved in any act, deed or matter involving moral turpitude, or fraud in its business or corporate dealings.

**Over & above, parties must follow Greenko Group policies related to Business Ethics.**

### **23.2 Social accountability:**

#### **23.1 Work force management:**

Service Provider shall comply with all work force management labour and human rights standards, including any required audits, which shall be based on the type of product and location. Service Provider and all employees and agents involved in the production, processing, or delivery of the products shall adhere to all Applicable Laws related to slavery and human trafficking

as it pertains to the operation of their production facilities and their other business and labour practices. Service Provider specifically represents that it adheres to all applicable local, state, national and international laws, codes and regulations governing all aspects of doing business including those that govern health, labour and employment, discrimination, the environment and disposal, safety, building and zoning for each location and country in which it does business. Service Provider represents and warrants that (i) all work performed for it will be voluntary; (ii) its workers shall be free to leave upon reasonable notice; (iii) its workers, despite language, literacy, disability or other cultural barriers, are informed of laws affecting labour, personal health and safety while at work; (iv) it will not use forced, bonded or indentured labour or involuntary prison labour; and (v) it is not involved in the recruitment, abduction, transport, harbouring, transfer, sale or receipt of persons, through force, coercion, fraud or deception. Further, Service Provider shall verify its product supply chains to ensure the above statements are true with respect to the producers and providers of goods and materials used by Service Provider in products sold to work force management.

#### **23.2 Child Labour:**

Service Provider represents and warrants that neither it, its parent entities (if any), nor any of the Service Provider's subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the relevant Laws of the respective country of origin, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

#### **23.3 Sustainability:**

Service Provider shall have a sustainability policy that highlights what actions it takes, on an on-going basis, to minimise the environmental impact of its operations and its commitment to meeting all applicable UNSDG's (United Nations Sustainable Development Group) sustainability targets.

### **24.0 Environment, Health and Safety (EHS):**

While execution of above said service, Service Provider shall adhere to prudent EHS practices .

## **25.0 STATUTORY COMPLIANCE**

1. Service Provider will strictly adhere to the provisions of Contract Labour (R&A) Act, BOCW Act, Minimum Wages Act, Employee Provident Fund Act, ESI Act, Payment of Bonus Act, Factories Act, PaymentGratuity Act, Inter State Migrant Workmen (RE & CS) Act 1979 and all relevant Acts and Rules as applicable from time to time and in force.
2. The Principal Employer will take a suitable decision on payment of Labour Cess to Government authorities, for which the Service Provider will be intimated accordingly.
3. Service Provider shall maintain and keep up to date all statutory records and you shall also keep upto-date labour records as prescribed under Contract Labour (Regulation and Abolition) Act 1970 and other applicableacts.

Further, you are advised to produce the Registers / Records as and when required or sought by HumanResources Dept. and by various statutory bodies for verification.

4. Service Provider shall be responsible for any liability arising on non-compliance of any of the applicable statutory provisions.
5. Service Provider shall be fully responsible for the proper behavior and conduct of employees engaged by you, while they are in our premises / working on our job. Any disputes arising among workmen employed by you or between you and the workmen shall be promptly dealt with by you and we shall not be responsible in any manner for the consequences of whatsoever.
6. Service Provider shall indemnify and shall keep us indemnified against all acts of omissions or commissions or negligence, dishonesty or misconduct of the staff engaged by you for work in our factory premises. We will neither be responsible for death, accident or injury to the employees engaged by you, who may arise out and in the course of their duties in our premises, nor shall we be liable to pay damages or compensation to such persons or third parties. You will at all times indemnify us against any claim which may be made under the Employees Compensation act 1923 or any statutory modification thereof or otherwise in respect of any damages or compensation payable in consequence of any accident or injury sustained by any workman or other person whose entry into our premises has been authorized by you. You will take out such insurance on the lives of the men employed at our works and such policy will be produced by you on demand from us.
7. Smoking / consumption of alcohol is strictly prohibited inside the company premises / project work location.

#### **26.0 Work Order Acceptance:**

This Service Order being awarded supersedes all prior communication and correspondence in this regard. This Order is framed based upon mutual discussions and you are bounded to the terms & conditions stipulated above by signing this Order. Please send one copy to us after duly signed on each page with your Company's seal as a token of your acceptance within one week from the date of Service Order, else the same shall be deemed accepted.

Yours faithfully,

For **Greenko MP01 IREP Private Limited**



**Authorized Signatory**

