

ENEN GREEN SERVICES PRIVATE LIMITED
GREENTECH ENVIRONMENT

VCS ISSUANCE DEED OF REPRESENTATION

THIS DEED OF REPRESENTATION is made on 19/11/2022

BY:

- (1) ENEN Green Services Private Limited, C-904, Vipul Plaza, Sector-81, Faridabad, Haryana - 121001 and
- (2) Greentech Environment, 22,23, Shree Rangkutir Shopping Center, Bholav, Bharuch, Gujarat - 392012.

THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 In this Deed:

"**Accountholder**" means the holder of an account in the Verra Registry;

"**AFOLU**" means agriculture, forestry and other land use;

"**Approved GHG Program**" means a GHG Program that has been approved by the Verra Board, through a gap analysis, as a VCS Program approved GHG Program;

"**GHG**" means greenhouse gas;

"**GHG Program**" means a formal or organized program, scheme or arrangement for the recognition of activities leading to Reductions, or the crediting or issuance of instruments representing, or acknowledging, Reductions;

"**Issuance Representor**" is each party to this Deed, as set out at the start of this Deed, each Issuance Representor being one or more of: (i) a Project Proponent (ii) any entity to whom a Project Proponent has assigned all of its rights to the Project's Reductions for the entire Project Crediting Period, or (iii) any entity which can demonstrate rights (either solely or jointly with the other Issuance Representors) in respect of the entire volume of a Project's Reductions, where such Reductions have been independently verified in a Verification Report issued on or before 30 September 2009, by an organisation approved by Verra to act as Validation/Verification Body in respect of verification of Projects;

"**Monitoring Report**" means the document that records data to allow the assessment of the Reductions generated by the Project during a given time period in accordance with the monitoring plan set out in the Project Description, covering the Reductions generated from 28-06-2020 to 31-03-2022;

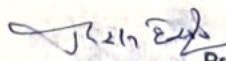
"**Project**" means Energy Efficient Cook Stove Implementation in India;

"**Project Crediting Period**" means the time period for which Reductions generated by the Project are eligible for issuance as VCU's, the rules with respect to the length of such time period and the renewal of the project crediting period being set out in the VCS Standard;

"**Project Description**" means the document that describes the Project's Reduction activities and that uses either the VCS Project Description Template or the project description template specified by the relevant Approved GHG Program;

"**Project Documents**" means the documents required to register the Project and/or issue VCU's, as set out in VCS document *Registration and Issuance Process*;

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"Project Ownership" means the legal right to control and operate the project activities. Distinct from proof of right;

"Project Proponent" means the individual or organization that has overall control and responsibility for the Project, or an individual or organization that together with others, each of which is also a Project Proponent, has overall control or responsibility for the Project. The entity(s) that can demonstrate Project Ownership in respect of the Project. For the avoidance of doubt where an individual executes this Representation in their capacity as an authorized office holder of the company who is the Project Proponent, this Representation is made by the company, not the authorized office holder;

"Reduction" means a reduction or removal of one (1) metric tonne of CO₂ equivalent caused by the activities of a Project during the Project Crediting Period;

"Validation/Verification Body" or "VVB" means an organization approved by Verra to act as a validation/verification body in respect of providing validation and/or verification services in accordance with the VCS Program Rules;

"VCS Program" means the GHG Program operated by Verra which establishes the rules and requirements that operationalize the VCS to enable the validation of GHG projects and programs, and the verification of GHG emission reductions and removals;

"VCS Program Rules" means the rules and requirements set out in the *VCS Program Guide*, *VCS Standard*, *Registration and Issuance Process*, and the other VCS Program documents, as such rules and requirements may be updated from time to time;

"Verification Period" means the time period 28-06-2020 to 31-03-2022 specified in the Verification Report during which the Reductions were generated and have been verified by the VVB;

"Verification Report" means the written report of the verification covering the Reductions generated by the Project during the Verification Period and prepared by the VVB in accordance with the VCS Program Rules; and

"Verified Carbon Unit" (VCU) means a unit issued by, and held in the Verra Registry representing the right of an Accountholder in whose account the unit is recorded, to claim the achievement of a Reduction that has been verified by a validation/verification body in accordance with the VCS Program Rules. Recordation of a VCU in the account of the Accountholder at the Verra Registry is *prima facie* evidence of that Accountholder's entitlement to that VCU.

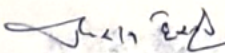
"Verra Project Database" means the database that provides public access to all Project and VCU information, including retirement and tracking of the AFOLU pooled buffer account (and serves similar functions for other Verra programs);

"Verra Registry" means the registry used by Verra that ensures all required Project and program documents have been submitted, maintains accounts of VCUs, issues and ensures the seamless flow of VCUs between registry accounts, and maintains custody and records of VCU legal ownership;

- 1.2 Documents referred to in this Deed but not defined shall be the VCS Program documents, as updated from time to time, to which the relevant term relates.

2. REPRESENTATIONS

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2.3.3 The Issuance Representatives have read, understood and will abide by the VCS Program Rules; and

2.3.4 Verra has an absolute right to amend any of the VCS Program Rules at any time and shall not bear any liability for loss or damage or liability of any kind sustained by any Issuance Representative or any other party involved in the Project in any way under the VCS Program as a consequence of such amendment.

2.4 I hereby acknowledge that Verra:

2.4.1 Reserves the right to take action against any or all Issuance Representatives where Verra deems, acting reasonably, that there has been a material erroneous issuance of VCUs in respect of the Project, as a result of the fraudulent conduct, negligence, intentional act, recklessness, misrepresentation or mistake of any Issuance Representative; and

2.4.2 Will determine such action having regard to the VCS Program Rules. Such action may include:

- (a) Directing the Verra Registry to cancel erroneously issued VCUs;
- (b) Requiring the Issuance Representatives to cancel erroneously issued VCUs held in its Verra Registry account;
- (c) Requiring the Issuance Representatives to replace an equivalent number of VCUs from subsequent issuances of VCUs to the Project;
- (d) Requiring the Issuance Representatives to purchase and cancel an equivalent number of replacement VCUs; or
- (e) Where the Issuance Representatives or Project Proponents fails to compensate for the erroneous issuance of the VCUs, other action including without limitation the application of restrictions to the registry account activities of the Issuance Representatives or Project Proponents until the compensation has been provided.

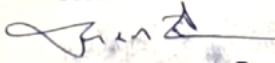
Verra will use reasonable efforts to work with the Issuance Representatives to ensure that any adverse impacts on the Project Proponents of actions taken under this Clause 2.4 are minimised to the extent possible.

2.5 I further acknowledge that any action under Clause 2.4 may be commenced by Verra only in relation to VCUs for which the Verification Report is published on or after 8 April 2014 and up to the later of:

- (a) Six (6) years after the date of issuance of the VCU referred to in Clause 2.4; or
- (b) 12 months after the date upon which any second Verification Report with respect to the erroneously issued VCU is accepted on the Verra Registry.¹

¹ The intention is that a VCU will be issued following acceptance of the Verification Report for the Project. For some types of AFOLU projects in particular, the verification cycle may be longer than 6 years. In this regard, if the second Verification Report shows a VCU has been erroneously issued Verra will have an additional 12 months to deal with that issue. Note also that where a VCU is erroneously issued from the last Verification Report of the Project, Clause 2.5(a) applies.

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2.6 I acknowledge and agree that the claim periods contemplated in Clause 2.5 exist notwithstanding any other statute of limitations in applicable law.

3. **LIABILITY**

Each Issuance Representor acknowledges and agrees that the Issuance Representors are jointly and severally liable for the representations, warranties and obligations expressed to be assumed by the Issuance Representors in this Deed.

4. **GOVERNING LAW AND JURISDICTION**

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law, and the English courts shall have exclusive jurisdiction to settle any dispute arising from or connected with this Deed including a dispute regarding the existence, validity or termination of this Deed or the consequences of its nullity.

5. **SOVEREIGN IMMUNITY**

To the extent that any of the Issuance Representors enjoy any right of immunity from set-off, suit, execution, attachment or other legal process with respect to its assets or its obligations under this Deed, each and every Issuance Representor waives all such rights to the fullest extent permitted by law.

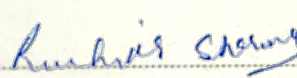
6. **COUNTERPARTS**

This Deed may be executed in any number of counterparts, each of which when executed and delivered is an original and all of which together evidence the same deed.

7. **DELIVERY**

This Deed is delivered on the date written at the start of the Deed.

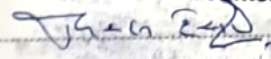
EXECUTED by ENEN Green Services Private Limited as a deed


.....
Ruchika Sharma.....


Signature of director

Name of director

EXECUTED by Greentech Environment as a deed



.....
Viral Pushpavadan.....
Proprietor

Signature of director

Name of director