

## Memorandum of understanding

This Memorandum (hereinafter referred to as the "MOU") is executed and entered into as of this 22<sup>nd</sup> day of November 2023 by and between:

**K.R. MANGALAM UNIVERSITY** situated at **Gurugram Haryana** (hereinafter referred to as "University", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, and assigns and to the extent expressly set forth herein, its affiliates) through its duly Authorized signatory, Dr UR Singh, Registrar to enter into and sign this contract for and behalf of the K.R MANGALAM UNIVERSITY

AND

**M/s SRC ENTERPRISES**, a company incorporated under the Companies Act, 1956, having its registered office at I - 27, Sharma Colony, BudhVihar, New Delhi - 110086(Hereinafter referred to as the "SRC", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, legal heirs and permitted assigns) through its duly Authorized signatory, Deepak Kumar to enter into and sign this agreement for and behalf of SRC.

Company and SRC shall hereinafter be individually referred to as the "Party" and collectively as the "Parties".  
**WHEREAS:**

University is using Paper Waste Disposing and is desirous of disposing/selling e-waste;  
A. SRC is engaged in the business of **PAPER SCRAP**,

B. SRC is desirous of entering into an agreement with the University for purchasing from University Scrap

**NOW THEREFORE, FOR AND IN CONSIDERATION** of the mutual promises covenants and agreements contained herein, the Parties hereto, intending to be legally bound, hereby agree as follows:

### 1. DEFINITIONS:

**Waste PAPER** " shall mean **Paper Waste Scrap** or other material made of paper supplied by the University to SRC.

1.1. **"Contract Value"** shall mean total consideration paid by SRC to the University for the supply of Scrap E Waste under this Agreement.

### 2. **ORDERING**

During the term of this Agreement and any extension hereof and subject to availability of / **PAPER WASTE** as intimated by the University to SRC, the University agrees to supply to SRC Scrap / **WASTE PAPER belonging** to the University on such terms and conditions as hereinafter mentioned in this Agreement on a non-exclusive basis.

### 3. **PICK UP & TRANSPORTATION**

- 3.1. The University and SRC will agree on the date and time for pickup of **PAPER WASTE** Scrap from University's warehouse after mutual discussion.
- 3.2. Upon agreement as to the date and time, the **PAPER WASTE** will be picked up from University's warehouse location by SRC.
- 3.3. It shall be SRC's obligation to arrange for transportation of **PAPER WASTE** from University's warehouses to Mill and shall be pulped at its own cost. SRC will send the confirmation email to the University on the arrival of every vehicle at the paper mill.
- 3.4. SRC is solely obliged to arrange for any manpower/labour required to load and unload **PAPER WASTE SCRAP** on to the vehicles for transportation from University's warehouses to the paper mill at its own cost.

*W.W.*  
Registrar  
K.R. Mangalam University  
Sohna Road, Gurugram, (Haryana)



The risk and title in the Scrape Waste will pass on to SRC upon pick up from University's warehouses and SRC alone shall be solely responsible for the same hereafter.

- 3.5. At the time of pickup of the Scrap **PAPER WASTE** from University's warehouses, SRC will issue a challan/ evidencing receipt of the same by SRC.
- 3.6. All vehicles arranged for transportation of the Scrap **PAPER WASTE** Scrap from University's warehouse location will be weighed at two different weigh bridges located near the University's warehouse location in the presence of the representatives of both Parties. In case both weigh bridges show different loaded weight, then the one showing higher weight will be considered.
- 3.7. University will not provide any space to SRC or its representatives for tearing of Scrap **PAPER WASTE** Scrap at its warehouse location. University will also not provide any manpower for doing the same.
- 3.8. Parties agree that the Scrap **PAPER WASTE** Scrap is being supplied by the University to SRC on "as is and where is" basis.

#### 4. INSPECTION

- 4.1. SRC agrees that the University shall have the right to conduct audit or inspection of its offices and premises including paper mill either through itself or through use of a third party with respect to the compliance by SRC of its obligations under this Agreement or with statutory laws. The University shall give 3 days' prior written notice to SRC for such audit or inspection. SRC further confirms that it shall cooperate with the University during such audit.
- 4.2. SRC further agrees that University's representative will be present at the time of unloading and of Scrap Paper **WASTE**.

#### 5. OBLIGATIONS OF SRC

- 5.1. SRC agrees that it will use the Scrap **PAPERWASTE** supplied by the University solely for the purposes of selling the same as a feedstock for recycling of waste paper by way of pulping.
- 5.2. SRC agrees that it will neither sell nor transfer the Scrap **PAPER WASTE** supplied by the University to any third party for any reason other than as specified in Clause 5.1 above.
- 5.3. SRC agrees to provide to the University a pulping certificate all Scarp **PAPER WASTE** supplied by the University has been duly pulped. SRC acknowledges that it shall ensure that the Scrap is pulped by the Mill, are in compliance with the University's Environmental Policy annexed as Annexure - II to this Agreement.

SRC shall perform its obligations as per the terms of this Agreement in a professional and ethical manner maintaining applicable industry standards while following relevant rules, regulations and laws.

- 5.4. SRC shall use reasonable commercial efforts and professional expertise to perform its obligations under this Agreement.
- 5.5. SRC shall ensure compliance with the requirements of applicable labor laws.
- 5.6. SRC shall not utilize the services of any sub-contractor or any third party unless expressly permitted or agreed by the University.
- 5.7. SRC acknowledges that it maintains and shall maintain during the term of the Agreement, a comprehensive insurance policy with adequate sum insured to cover all risks associated with this Agreement.

5.8.

#### 6. LIABILITY

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Registrar  
K. R. Mangalam University  
Sohna Road, Gurugram, Haryana



- 6.1. Neither Party shall be in default of this Agreement and neither Party shall be liable for any damages, costs, expenses or other consequences incurred by the other Party or by any other person or entity, as a result of a delay in or inability to deliver Scrap Printed Matter due to circumstances or events beyond such Party's reasonable control, including, without limitation, Acts of God, fire or explosions, riots, act of terrorism, military action or usurped power, or actions or failures to act on the part of a governmental authority. Any deadlines that such Party fails to meet by reason of any such circumstance or event shall be extended for such period of time as is reasonable in light of such circumstance or event. If such event continues for a period exceeding 90 days, the Parties may agree to terminate this Agreement upon terms mutually agreed between the Parties.
- 6.2. The University shall not be liable, whether in contract, warranty, tort (including, but not limited to, negligence), to SRC or any other person or entity for any indirect, incidental, special, consequential, punitive or exemplary damages (including damages for loss of profit or anticipated profits, loss of goodwill, loss of business or data) arising out of this Agreement.
- 6.3. It is agreed between the Parties that upon total failure by SRC to adhere to its obligations under clause 5.1, 5.2 and 5.3 of this Agreement, SRC shall be liable to pay liquidated damages to the University equivalent to an amount equal to 2 percent of the total Contract Value. In addition, the University shall be free to seek any other legal remedy available to it.
- 6.4. Notwithstanding anything contained in this Agreement, SRC shall be liable, at all times, to keep the University and its Directors, officers, employees and agents indemnified for any liabilities, damages, losses, suits, claims, costs and expenses (including attorney's fees) on account of or arising out of any failure of SRC to adhere to the terms and conditions of this Agreement or the requirements of any statute, rule, regulation or enactment prevailing in force.

## 7. INDEMNITY

- 7.1. SRC will at all times protect the best interests of the University during the performance of services under this Agreement. SRC will indemnify the University and hold the University, its officers, agents, employees, and directors harmless from any and all claims, damages, costs (including reasonable attorney's fees), injuries, losses, and causes, cause of action, or impositions caused by, relating to or arising from: (i) SRC's breach of any of its obligations under this Agreement, (ii) SRC's failure to perform the services as required under the agreement, (iii) the acts or omissions of SRC's employees, agents or representatives (iv) any representation made by SRC being incorrect, misleading or materially incomplete in any manner or any act or omission constituting a tort, including but not limited to negligence attributable to SRC or its personnel/employees arising under or in connection with this Agreement.

- 7.2. The forgoing indemnity to the University shall apply to claims including, but not limited to:

### 7.3. 7.3.

- a) Claims for personal injuries (including death) of any of the University's officers, employees, workers, agents and directors, arising out of reasons attributable to the fault of or negligence of SRC;
- b) Loss of and / or damage to any and all property of the University;
- c) Violations or alleged violations of applicable laws, rules and regulations or the terms of this Agreement by SRC, its employees or agents;
- d) Any breach of any representation or warranty by SRC, its employees and agents;
- e) The infringement or violation of any patent, copyright, trademark, trade secret or other intellectual property right of a third party by SRC, its employees or agents; and
- f) Breach of the obligations under Clause 10.

## 8. TERM AND TERMINATION

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Registrar  
K.R. Mangalam University  
Sohna Road, Gurugram, (Haryana)



8.1. This Agreement shall come into force on 19-09-2023. ("Effective Date") and shall remain valid till 18-09-2026 ("Term") after the expiry of the Term, the Agreement may be renewed subject to the mutual written consent of the Parties.

8.2. The University may terminate this Agreement by written notice to SRC, effective immediately if SRC commits a material breach of any of its obligations under this Agreement.

8.3. University provides waste paper materials as a free of cost.

8.4. SRC Not provides any charges for waste paper materials.

## 9. CONFIDENTIALITY

9.1. SRC will receive all Confidential Information (as defined in the NDA) in good faith, hold the same in trust for the University and will use it only for performing its obligations in respect of this Agreement. SRC will not disclose any Confidential Information to any third party except as expressly authorized by the University. SRC shall comply with its obligations under the Non – Disclosure Agreement executed between the Parties dated ("NDA").

## 10. INTELLECTUAL PROPERTY RIGHTS

10.1. Nothing contained in the Agreement shall be construed as a transfer of any intellectual property rights in favor of SRC. SRC will not use the trademarks, service marks, proprietary words or symbols of the University or any third-party without the express prior written consent of the University.

## 11. ETHICAL UNDERTAKING

For the purpose of Clause 12, the terms below will be defined as follows:

**Slavery:** holding another person in slavery or servitude and/or requiring another person to perform forced or compulsory labor. This includes all practices similar to involuntary servitude, slavery, debt bondage and forced labor.

**Human Trafficking:** the recruitment, transportation, transfer, harboring or receipt of persons, by means of threat or use of force or other forms of coercion, of abduction, of fraud, of deception, of the abuse of power or of a position of vulnerability or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purpose of exploitation.

11.1. SRC represents, warrants and undertakes to the University at all times it shall comply with:

- All applicable laws in relation to anti-corruption, Slavery and Human Trafficking, both domestically and otherwise; and

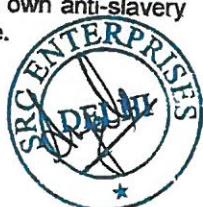
11.2. SRC further represents warrants and undertakes that: -

- it has taken all reasonable steps to ensure that Slavery and Human Trafficking, as defined above, is not taking place in any of its existing supply chains, and in any part of its own business; and
- neither SRC nor any of its officers, employees, subcontractors, or other persons associated with it:
  - has been convicted of any offence involving Slavery or Human Trafficking; and
  - To the best of its knowledge has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with Slavery and Human Trafficking.

11.3. SRC shall have and shall maintain in place throughout the term of this Agreement its own anti-slavery and human trafficking policies and procedures and will enforce them where appropriate.

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Registrar  
K.R. Mangalam University  
Sohna Road, Gurugram, (Haryana)



11.4. SRC shall implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no Slavery or Human Trafficking in its supply chains.

11.5. SRC shall allow its employees, workers, or subcontractors (including any employees or staff thereof) access to University's whistle blowing facility ("Speak up") in order to facilitate the reporting of any suspected breach of the Business Partner's anti-slavery and human trafficking policies, the terms of this clause, or the Business Partner Code of Conduct. SRC shall not subject any employee, worker, or subcontractor (including any employees or staff thereof) who makes use of this facility to any detriment whatsoever.

11.6. On the written request of the University, SRC shall prepare and deliver to the University, a Slavery and Human Trafficking report setting out the steps it has taken to ensure that Slavery and Human Trafficking is not taking place in any of its supply chains or in any part of its business, along with a description of its relevant supply chains.

11.7. SRC shall:

- (a) maintain a complete set of records to trace the supply chain of all goods or services provided to the University in connection with this Agreement; and
- (b) Implement appropriate supplier and subcontractor audits to monitor compliance with the terms of this clause.

11.8. SRC shall notify the University as soon as it becomes aware of any breach, or potential breach, of any of the warranties and undertakings referred to in this clause.

11.9. University and/or its authorized representatives shall have the right at any time upon written request and reasonable notice to visit SRC's sites and/or review or audit SRC's books, records and files relating exclusively to this Agreement (or any other business transaction with the University for the purposes of verifying that SRC is in compliance with the terms of this clause 12 and SRC will promptly provide information and answer any reasonable questions that the University may have relating to SRC's performance of this Agreement. In the event that SRC notifies the University of any breach of this clause 12 or the University has reasonable grounds to suspect that SRC may be in breach of this clause 12 then, at the written request of the University, SRC shall allow the University and/or its authorized representatives to exercise its audit rights under this clause at such time as the University shall specify.

11.10. SRC shall implement a system of training for its employees and/or subcontractors to ensure compliance with the terms of this clause, and SRC shall keep a record of all training offered and completed by its employees to ensure compliance with the terms of this clause and shall make a copy of the record available to the University on request.

11.11. The University may terminate this Agreement with immediate effect by giving written notice to SRC and recover from SRC the amount of any loss and costs (including costs reasonably incurred in making other arrangements for the supply of goods or services resulting from such termination) if SRC commits a breach of this clause.

11.12. At the request of the University, SRC shall provide all reasonable assistance to enable the University to resist any claim, action or proceedings brought against the University as a consequence of any breach of this clause.

## 12. NOTICES

12.1. Unless otherwise provided for, communication on business matters issued under this Agreement shall be sent by hand or registered post or courier service or facsimile along with a copy by email addressed to the respective signatories of the Parties to the addresses specified below in clause 13.2 or to such other address or addresses as the respective Party may designate from time to time. Such communications shall be considered to have been sufficiently delivered on the fourth (4th) business day following the date of sending such notice if by registered post or a reputed courier service, on the next business day following transmission, if by facsimile or email provided such facsimile or email generates a delivery report and does not generate a delivery failure report and if by hand, at the time of delivery.

12.2. Address for correspondence of the University

Name : Registrar, KRMU

Registrar

K.R. Mangalam University  
Sohna Road, Gurugram (Haryana)



Designation : Registrar  
Address : Sohna Road, Guru Gram, Haryana-122103  
Email : registrar@krmangalam.edu.in

Address for correspondence of SRC:

Name : Anjali Singh  
Designation : Managing partner  
Address : 403, Jaina tower 1 Janakpuri Distt. Center Delhi-110058  
Email : srcrecycle.1@gmail.com  
Phone no : 6200772156

### 13. GENERAL

13.1. If any provision of this Agreement is held for any reason to be ineffective or unenforceable in whole or in part, this shall not affect the validity or enforceability of the other provisions of this Agreement which shall remain valid and binding on the Parties.

13.2. The Parties acknowledge and agree that this Agreement has been executed on non-exclusive basis.

13.3. Now a waiver by SRC will be treated as a waiver of any subsequent breach of the same or any other provision, unless expressly provided by the University in writing.

13.4. No verbal modification of this Agreement is permissible. Modification or amendment of this Agreement shall be binding on the Parties only when made in writing and signed by the duly authorized representative of both the Parties.

13.5. This Agreement shall be printed and executed in one original copy, which shall be retained by the University and SRC may retain a copy of the duly executed instrument for its records.

13.6. SRC may not assign, charge, license, subcontract, delegate or transfer its obligations herein in any way whatsoever, except with the prior written consent of the University. The University may assign its obligations/ performance under this Agreement without the consent of SRC to (i) any related entity of the University, (ii) any successor (by merger, consolidation, purchase of assets or otherwise) of the University, or (iii) any entity or person that acquires, upon the sale or other disposition by the University, the facilities responsible for or associated with the books.

13.7. This Agreement is governed by Indian law (in relation to both contractual and non-contractual obligations) and the courts at HARYANA have exclusive jurisdiction to resolve any disputes relating to this Agreement. Any action brought in connection with this Agreement shall be resolved by arbitration as set forth in the following paragraph.  
If any dispute, difference, claim or controversy including the matter of damages if any (collectively referred to as "Dispute") arises between the Parties about the validity, interpretation, implementation or alleged breach of any provision of this Agreement, or anything connected or related to or incidental to this Agreement then the Parties shall negotiate in good faith to endeavour to resolve the matter. However, if the Dispute has not been resolved by the Parties within fifteen (15) days after the date of receipt of written notice of the Dispute by either Party from the Party raising the Dispute, then either Party may submit the Dispute to arbitration to be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act 1996, as amended from time to time. Arbitration shall be held at Guru gram, Haryana. The Dispute shall be referred to a sole arbitrator who shall be a neutral and suitably qualified mutually agreed upon by the Parties to the Dispute, failing which each Party shall appoint one arbitrator each and the two arbitrators shall appoint the third or the presiding arbitrator. The arbitration proceedings shall be conducted and the award shall be rendered in the English language. The award rendered by the arbitrator or arbitrators shall be final, conclusive and binding on the Parties to this Agreement and shall be subject to enforcement in any court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrator, where there is only one, shall be shared equally by the Parties, unless the award otherwise provides. In case of three arbitrators each Party shall bear the fee and expenses of its appointee and the fee and expenses of the third arbitrator shall be borne equally by the Parties.

13.8. Both the Parties acknowledge and agree that the relationship created by this Agreement is and is intended to be, that of independent contractors and on principal-to-principal basis and is not intended to be and shall not be construed to be a partnership, franchise or a consignee for any purposes.

*MS*  
Registrar  
K.R. Mangalam University  
Sohna Road, Gurugram, (Haryana)



whatsoever. This Agreement does not constitute, nor shall be construed to so constitute either Party as an employee, agent, representative, consignee, partner or joint venture partner of the other Party for any purpose whatsoever.

13.9. The provisions of this Agreement which by their very nature are intended to survive or impose an obligation after the termination of this Agreement, shall so survive the termination of this Agreement and the arrangement contemplated hereby.

**IN WITNESS WHEREOF**, the Parties hereto, each acting under due and proper authority, have read, understood and executed this Agreement as of the date first hereinabove mentioned, as evidenced by the signature of each Party's authorized representative below.

Signed and delivered for and on behalf of  
**K. R. MANGALAM UNIVERSITY**

*Udayprakash Rayhunath Singh*  
22/11/2023  
Dr. Udayprakash Rayhunath Singh  
(Signature)

Registrar  
K R Mangalam University  
Sohna Road, Gurugram (Haryana)

Signed and delivered for and on behalf of  
**M/s SRC Enterprises**



(Signature)  
Name: Anjali Singh  
Title:  
Date: 22-11-2023

A handwritten signature in blue ink.

Registrar  
K.R. Mangalam University  
Sohna Road, Gurugram, (Haryana)



ADINATH RECYCLOTRIX PVT LTD

PANIPAT HR.



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Sr.....  
Agreement  
Purpose.....  
P644

24 AUG 2023

NAVEEN KUMAR STAMP VENDOR  
Gurugram (Haryana)

**AGREEMENT FOR SAFELY DISPOSAL OF HAZARDOUS  
WASTE (E- Waste)**

This agreement is made and executed at Gurgaon **24<sup>th</sup>**  
**AUGUST,2023.**

**M/S K. R. MANGALAM UNIVERSITY SOHNA ROAD, GURUGRAM,  
HARYANA-122103 INDIA** [Thereinafter referred to as the 'First Party']  
which expression shall unless repugnant to the context or meaning hereof  
mean and include its representative, successors in interest, executors,  
Administrators, liquidators and permitted assigns], through its duly  
**REGISTRAR K R MANGALAM UNIVERSITY GURUGRAM** one part.

**By and Between:**

**And**

*Mukesh*

Registrar  
K.R. Mangalam University  
Sohna Road, Gurugram  
Haryana - 122103



**Registrar**

*K. R. Mangalam University  
Sohna Road, Gurugram, (Haryana)*



**M/S. ADINATH RECYCLOTRONIX PVT LTD. PLOT NO. 361,  
INDUSTRIAL ESTATE, HSIIDC, PANIPAT, HARYANA - 132103;**  
hereinafter referred to as the "Second Party", which expression shall, unless repugnant to the context or meaning hereof, mean and include its representatives, successors in interest, executors, administrators, liquidators and permitted assigns], through its duly Authorized Signatory **MR. PRADEEP KUMAR BEHERA** of the other part;

(The above-mentioned Parties to this agreement shall also be collectively referred to as "**Parties**" and individually as "**Party**").

**AND WHEREAS** the Second Party has represented that they are the authorized, registered and licensed under HARYANA State Pollution Control Board and have a cost effective organization of Hazardous Waste to safely dispose generated E-Waste and has requested to purchase the E-Waste from the first party and First Party has accepted the request of Second Party on the terms and conditions set forth in this agreement.

**AND WHEREAS** it is deemed expedient to record the terms and conditions between the parties in this Agreement.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED,  
DECLARED COVENANTED AND RECORDED BY AND BETWEEN THE  
PARTIES HERETO AS FOLLOWS.**

The first party agreed to award contract for lifting of e-waste as per the following terms & conditions: -

- This agreement is made under the "E-waste (Management & Handling) Rules 2011 which is called here Said "Act"
- That the Contractor will provide the following services: -
  - For management & handling of E-Waste (CAT 31.1).
  - Final Disposal of E-Waste (CAT 31.1) as per law.
- The Principal shall alone be liable for fulfill & maintain all the required documents & records which are required under the said "ACT". Form -6 will be provided by the party. Also help in maintaining Form-2.

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Registrar  
K.R. Mangalam University  
Sohna Road, Gurugram  
Haryana 122001

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*Jyoti*  
Registrar  
K.R. Mangalam University  
Sohna Road, Gurugram, (Haryana)



- Taxes & Duties: Taxes & Duties shall be per attached Quotation. Taxes and duties are inclusive in the rate quoted and also mentioned in the agreement.
- That the Principal shall maintain all the registers and records (Form 2) required to be maintained by a contractor as per E-waste (Management & Handling) Rules 2011.
- The Contractor undertakes to hold full responsibility and liability for non-compliance of any applicable law in any manner on the part of the contractor. The Principal shall not be liable for any unlawful action or inaction on the part of the Contractor. The Contractor however, shall indemnify the principal for any loss or damages or claim it may suffer or incur due to unlawful action or inaction on the part of the Contractor.

g. After lifting of the e-waste or hazardous waste material from the principal premises, the principal are not liable and/or responsible for any loss which occur due to damage, leakage, spillage, accident, pilferage etc.

- The Principal undertakes to hold full responsibility and liability for non-compliance of any applicable law in any manner on the part of the Principal. The Contractor shall not be liable for any unlawful action or inaction on the part of the Principal. The Principal however, shall indemnify the Contractor for any loss or damages or claim it may suffer or incur due to unlawful action or inaction on the part of the Principal.
- The principal shall have right to nominate its representative to be present at the time of fulfill the Compliance under the said ACT.

- The Principal will receive the 4 copies of manifest from the Contractor as per **from 6** of the above-mentioned rules. Copy number with colour code:
  - I. COPY(Yellow): To be retained by the sender after taking signature on it from the transporter and other three copies will be carried by transporter.**
  - II. COPY(Pink): To be retained by the receiver after signature of the transporter.**



Registrar

K.R. Mangalam University  
Sohna Road, Gurugram, (Haryana)



**III. COPY(Orange): To be retained by the transporter after taking signature of the receiver.**

**IV. COPY (Green): To be returned by the receiver with his/her signature to the sender.**

- That the Contractor undertakes to indemnify and keep indemnified the First Party in case of any misuse, mishandling, pilferage or spillover of the hazardous waste by the Second Party, its employee, agents and / or any authorized person thereof resulting in any penalty, liability and damages under any rule, regulation, Acts, Notification imposed by the authority concerned.

**THAT THE PAYMENTS TERMS WILL BE AS UNDER:**

- The respective rates for e- waste rate, payable by Second Party shall be as follows: -

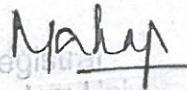
**Rates of E Waste:**

SI.No	Item Description	UOM (Kg.)	Rate (Rs.)
1	CFL Fluorescent Tube (36W), 20-Watt Batten Type LED, 15-Watt Round Down LED lights.	Kg.	FOC
2	Fluorescent Tube light Frame	Kg.	12
3	100 amp. mccb(3p)	Kg.	25
4	4 pole 40 Amp. RCCB	Kg.	25
5	Rotary VCB TNC switch	Kg.	12
6	ELECTRONICS CONTROL BOARD	KG	40
7	Cpu, laptop Computer, monitor, EC motors Compressor, ups inverter, copper wire,	Kg.	21
8	Printer/ Scanner & Keyboards & other	Kg.	18
		Kg.	30



Registrar

K.R. Mangalam University  
Sohna Road, Gurugram, (Haryana)

  
Mahesh  
Registrar  
K.R. Mangalam University  
Sohna Road, Gurugram  
Haryana - 122102



9	BATTERIES	Kg.	60
19	AC	KG	40
20	Metallic Waste	KG	20

- All taxes excise duties, sales taxes, wherever applicable is mentioned in net prices.
- All Payments to be made in advance through Cheque/ Pay Order Deposit/ cash.
- The transportation and any other cost required for collection will be borne by Second Party.

**THAT THE DURATION OF AGREEMENT WILL BE AS UNDER:**

1. Both the parties have read and understand the contents of the above agreement and have executed this agreement on the day, month and year stated above.
2. That in case of any dispute and/or touching upon and/or relating to this contract and/or anything incidental thereto including any and/or any or all claims of either of the parties shall be referred to the sole arbitration of Company's official not below the rank of Manager whose award shall be final and binding upon the parties. The arbitration shall be in accordance with Indian Arbitration Act. The venue of arbitration shall be at the discretion of the arbitrator.

- This agreement shall be effective for a period of **ONE Year** and commenced from **24<sup>th</sup> AUGUST 2023, to 23<sup>rd</sup> AUGUST 2024.**

Registrar  
K.R. Mangalam University  
Sohna Road, Gurugram, Haryana

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Registrar  
K.R. Mangalam University  
Sohna Road, Gurugram, (Haryana)



M/S. K. R. MANGALAM UNIVERSITY <i>Mangalam</i>	M/S. ADINATH RECYCLOTRONIX PVT LTD.
<b>PARTICULARS OF SIGNATORY</b> K.R. Mangalam University REGISTRAR KSR. MANGALAM UNIVERSITY GURUGRAM Auth. Signatory	<b>PARTICULARS OF SIGNATORY</b> MR. PRADEEP KUMAR BEHERA Auth. Signatory



Registrar

K.R. Mangalam University  
Sohna Road, Gurugram, (Haryana)

134133 Petrol 8



Chancery 139

34455

Sr. No.....  
Amount.....  
Purpose.....

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01 JUL 2023

RAJ SINGH STAMP VENDOR  
GURUGRAM (HARYANA)

## AGREEMENT FOR SAFELY DISPOSAL OF HAZARDOUS WASTE (USED LUBE OIL)

This agreement is made and executed at Gurgaon on **08<sup>TH</sup> AUGUST 2023**.  
By and Between:

**M/S. K. R. MANGALAM UNIVERSITY SOHNA ROAD , GURUGRAM HARYANA- 122103** [hereinafter referred to as the 'First Party'] which expression shall, unless repugnant to the context or meaning hereof mean and include its representative, successors in interest, executors, administrators, liquidators and permitted assigns], through its duly Authorised Signatory **REGISTRAR K .R. MANGALAM UNIVERSITY GURURAM** one part;

And

**M/s INDIAN PETRO & CHEMICALS**, a Partnership concern having its office at VILLAGE SIKRI, MATHURA ROAD, BALLABHGARH, FARIDABAD-Haryana, hereinafter referred to as the "**Second Party**", which expression shall, unless repugnant to the context or meaning hereof, mean and include its representatives, successors in interest, executors, administrators, liquidators and permitted assigns], through its duly Authorised Signatory **Mr. PRADEEP KUMAR** of the other part;

(The above mentioned Parties to this agreement shall also be collectively referred to as "**Parties**" and individually as "**Party**").

**AND WHEREAS** the Second Party has represented that they are the

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Sohna Road, Gurgaon  
Haryana 122103

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K.R. Mangalam University  
Sohna Road, Gurugram, (Haryana)

For INDIAN PETRO & CHEMICALS

Authorised Signatory

authorized, registered and licensed under Central Pollution Control Board and Haryana State Pollution Control Board and have a cost effective organization of Hazardous Waste to safely dispose generated waste oil and has requested to purchase the Used Lube Oil from the first party and First Party has accepted the request of Second Party on the terms and conditions set forth in this agreement.

**AND WHEREAS** it is deemed expedient to record the terms and conditions between the parties in this Agreement.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED,  
DECLARED COVENANTED AND RECORDED BY AND BETWEEN THE  
PARTIES HERETO AS FOLLOWS.**

- That the First Party has agreed to engage Second Party, on terms and conditions contained hereinafter for selling used lube oil from First Party.
- That Second Party will purchase the used oil from first parties as mentioned above sites at rates mentioned in this agreement.
- That Second Party shall use its best skills and judgments and shall perform all services timely, diligently and to the reasonable satisfaction of the First Party in a whole.
- That the Second Party shall provide the service diligently and in conformity with the applicable laws and regulations. Second Party shall carry out the service in under the supervision of employees of First Party.
- That the services to be provided by the Second Party are detailed in this agreement. However it is expressly understood between the parties that scope of work is only indicative of the services to be provided by Second Party and not an exhaustive list of the services to be provided by Second Party and the First Party will be entitled to add more service in the scope of work
- That Second Party undertakes to fulfill all the formalities and requirements of Government of India, Ministry of Environment and Forest and CPCB and other authorities.
- That the Second Party will be responsible for collection of used oil at

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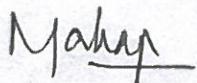
  
Authorised Signatory

price indicated against each item hereunder.

**THAT THE SCOPE OF WORK WILL BE AS UNDER:**

- That used oil will be sold to second party under the supervision of representative of First Party.
- That the representative of the First Party shall observe the loading of the vehicle when used oil is taken from the Second Party. In such case Second Party representative will accompany the truck during the time it is lifted from the sites.
- That the clearance of the paper such as gate pass will be provided by the First Party.
- That at the disposal site, waste will be stored as per the categorization and adequately segregated. All precautions shall be taken to avoid spillage of any kind and leaching to the soil. The Second Party shall ensure that the people handling hazardous waste have adequate training and knowledge of type of hazardous waste being handled.
- The Second Party shall ensure that the vehicle for transportation of hazardous is in perfect condition and the driver has valid driving license and other permission and necessary papers. If any of the transport is approved by State Pollution Control Board is there, then vehicle will be arranged from the transporting agency only.
- That the Second Party will ensure that before loading all hazardous waste containers are labeled (as per form-12 of the rule).
- That If any material is found to be taken out by Second Party except

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permitted than First Party have the sole right to cancel the agreement with immediate effect. The case will be handed over to First Party's Legal Staff for future action.

#### **THAT THE SECOND PARTY UNDERTAKES AS UNDER:**

- That the Second Party represents that they have the specialization to handle Hazardous Waste, used oil and permission under Applicable Rule i.e. Hazardous Waste (Management and Handling) Rules 1989 Amended 2016.
- That the Second Party will ensure that the hazardous waste will be Loaded stored and copy of TERM card (as per Form-9 of the above mentioned Rule) be given. In case of any doubt, concern First Party's Officials may be asked for the clarification.
- That the Second Party will produce consent from respective State Pollution Control Board (From -2) and the approval of the disposal site from Ministry of Environment & Forest.
- That the First Party will receive the 7 copies of manifest from the Second Party as per from 10 of the above mentioned rule.
  - Copy-1 (White): Copy 1 will be forwarded to SPCB/PCC by first party.
  - Copy-2 (Yellow): Copy 2 will be retained by first Party.
  - Copy-3 (Pink): Copy 3 will be returned by the First Party to second party.
  - Copy-4 (Orange): Copy 4 will be returned to the transporter after accepting waste.
  - Copy-5 (Green): Copy 5 will be forwarded to Pollution Control Board after disposal.
  - Copy-6 (Blue): Copy 6 will be returned to second party after safe disposal.
  - copy-7 (grey) : interstate transportation.

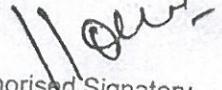
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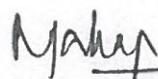
That the Second Party undertakes to indemnify and keep indemnified the First Party in case of any misuse, mishandling, pilferage or spill over of the hazardous waste by the Second Party, its employee, agents and / or any authorized person thereof resulting in any penalty, liability and damages under any rule, regulation, Acts, Notification imposed by the authority concerned.

#### **THAT THE PAYMENTS TERMS WILL BE AS UNDER:**

- The respective rates for used oil, payable by Second Party shall be as follows :-

<b>S. No</b>	<b>Description</b>	<b>UOM</b>	<b>Unit rates</b>
1	Used oil (without water with drum of 220 Ltr}	Drum	Rs.4000/- (Inclusive all taxes duties)

- All taxes excise duties, sales taxes, wherever applicable is mentioned in net prices.
- All Payments to be made in advance through Cheque/ Pay Order Deposit.
- The transportation and any other cost required for used oil collection will be born by Second Party.
- First Party reserves its right to review the rates of the used oil items on periodic basis at its own discretion.



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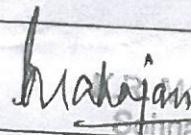
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**THAT THE DURATION OF AGREEMENT WILL BE AS UNDER:**

- This agreement shall be affective for a period of **ONE** year and commenced from **08<sup>TH</sup> AUGUST 2023** to **07<sup>TH</sup> AUGUST 2024**.

M/S. K.R. MANGALAM UNIVERSITY	M/S INDIAN PETRO & CHEMICALS
 Registrar K.R. Mangalam University Sohna Road, Gurugram	 Authorised Signatory
<b>PARTICULARS OF SIGNATORY</b> NAME: REGISTRAR K.R. MANGALAM UNIVERSITY ,GURUGRAM Auth. Signatory	<b>PARTICULARS OF SIGNATORY</b> NAME: PRADEEP KUMAR Auth. Signatory

  
 Registrar  
 K.R. Mangalam University  
 Sohna Road, Gurugram, (Haryana)