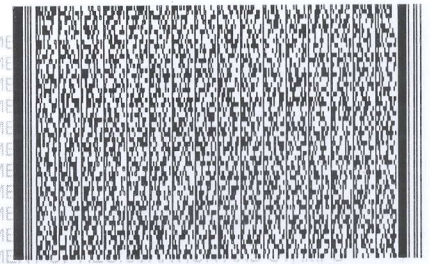




# Registration and Stamp Department Madhya Pradesh



## Certificate of Stamp Duty

### E-Stamp Details

**E-Stamp Code** 01012205042022013200  
**Total E-Stamp Amount** 500  
**Govt Stamp Duty (Rs.)** 500 **Municipality Duty (Rs.)** 0  
**Janpad Duty (Rs.)** 0 **Upkar Amount (Rs.)** 0  
**Exempted Amount (Rs.)** 0  
**E-Stamp Type** NON-JUDICIAL  
**Issue Date & Time** 05/04/2022 17:04:56  
**Service Provider or Issuer Details** MANISHA GUPTA/SP012243708202000721  
**SP/SRO/DRO/HO Details** SHOP NO F-230, GALI NO 2, RADHA VALLABH ENTERPRISES, RADHA VALLABH MARKET KHARGONE KHARGONE KHARGONE

### Deed Details

**Deed Type** Agreement or Memorandum of an agreement  
**Deed Instrument** If not otherwise provided for- Five hundred rupees  
**Purpose** AGREEMENT MOU

### First Party Details

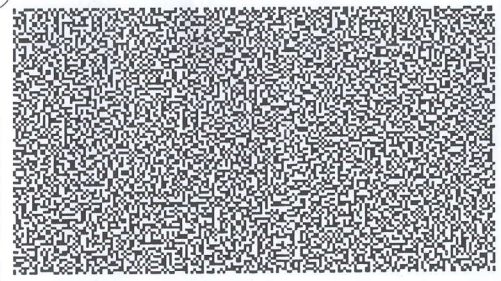
**Organization Name** GULAB BAI YADAV SMRITI SHIKSHA MAHAVIDHYALAY  
**Address** VIDHYA VIHAR, GRAM BORAWAN, TEHSIL KASRAWAD, DIST. KHARGONE  
 Madhya Pradesh INDIA  
**Number of Persons** 1

### Second Party Details

**Organization Name** UNIQUE ECO RYCYCLE INDORE  
**Address** PATWARI HALKA NO. 26, SURVEY NO. 332/2/9, NEMAWAR ROAD PALDA,  
 INDORE, DIST. INDORE Madhya Pradesh INDIA  
**Number of Persons** 1

### AGREEMENT MOU

Digitally signed by MANISHA  
 GUPTA  
 Date: 2022.04.05 17:05:08  
 IST





THIS AGREEMENT is made on this date 4<sup>th</sup> October.

BY AND BETWEEN

**GULAB BAI YADAV SMRITI SHIKSHA MAHAVIDYALAYA, KHARGONE (MADHYA PRADESH)**, expression of which shall mean and include its successors in interest and assigns of the second part (hereinafter referred to as GBYSSM), Add: Vidhya Vihar, Borawan, Khargone, Madhya Pradesh-451228

**Represented by its Head - PRINCIPAL** (hereinafter referred as "Generator") as Party No. 1

AND

**M /s. UNIQUE ECO RYCYCLE, INDORE (M.P.)** having its registered office at Patwari Halka No.26, Survey No 332/2/9, Nemawar Road, PALDA, Indore-452020 (M.P.), represented by its Factory Head (hereinafter referred as "UER"/Collector) as Party No.2

The Generator and UER, hereinafter individually referred as 'Party' and collectively as 'Parties'. WHEREAS UER is engaged in business of E-waste management, as per guidelines under E-waste (Management) Rules, 2016.

WHEREAS THE Generator being desirous to the services of e-waste management as per guideline of e-waste (Management) Rules 2016 and UER accepted to provide such services on the terms and conditions set out in this Agreement.

NOW THEREFORE in consideration of the above-mentioned premises and the mutual promises contained herein, the Generator and UER have agreed to enter into this Agreement under the terms and conditions set forth hereinafter.

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

#### 1. DEFINITION AND INTERPRETATION

1.1 **Definition:** In this agreement, including in the recitals hereof, the following words, expressions and abbreviations shall have the following meanings, unless the context otherwise requires:

"Agreement" means this agreement including all attachments, annexure or schedules annexed thereto.



"CPCB" means Central Pollution Control Board.

"MPCB" means Madhya Pradesh Pollution Control Board.

"SPCB" means State Pollution Control Board.

"E-Waste Rules" means e-waste (Management) Rules, 2016 as amended from time to time.

"Hazardous Rules" means Hazardous and other Wastes (Management & Transboundary Movement) Rules, 2016 as amended from time to time.

"E-waste" means 'e-waste' defined under the E-Waste Rules.

**1.2 Interpretation:** In this agreement, unless the subject or context otherwise requires:

A. references to recitals, clause and schedules / annexure are to recitals, clauses and schedules to this Agreement.

B. any reference herein to a statutory provision shall include such provision, as in force for the time being and as from time to time, amended or re-enacted in so far as such amendment or re-enactment is capable of applying to any transactions covered by this agreement.

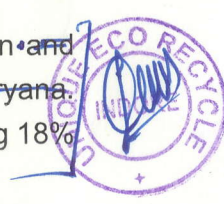
## 2.0 Scope of Services:

2.1 The scope of services to be provided by UER under this agreement shall be collection, transportation, storage, dismantling, process and disposal of e-waste generated at the premises of the Generator located in the states of Madhya Pradesh, Maharashtra, Punjab and Haryana for the SPV's mentioned in the Annexure- II. ("Services")

2.2 UER shall dispose e-waste as per the mandate of the CPCB/SPCB read with the provisions of the E-Waste Rules.

2.3 UER also agrees to accept non-hazardous waste from Generator provided that the concerned SPCB has no objection.

## 3. GENERAL CONDITIONS: -

(3.1) The duration of this Agreement contract shall be three years from date of execution and Services will be provided in four states i.e., Madhya Pradesh, Maharashtra, Punjab and Haryana. Registration fees for four states shall be Rs. 50,000 + Applicable GST (Rs. 9000 considering 18% GST) = 59,000/- which is non-refundable. Registration shall be the responsibility of UER. 

(3.2) Charges payable by Generator and UER and other commercial terms are as mentioned in Annexure-I.

(3.3) Generator should intimate UER by e-mail about 7-10 days in advance for collection of e-waste. Transportation of e-waste shall be the responsibility of Generator. UER will provide



Dr. S. K. Tiwari  
Principal  
Gulab Bai Yadav Smriti Shiksha  
Mahavidyalaya, Borawan (Khargone)

transportation services on request from Generator, for which charges shall be paid by Generator as per Annexure-I.

(3.4) Generator and UER shall follow all the norms of the E-Waste Rules, Hazardous Rules, applicable CPCB/SPCB guidelines as applicable to Generator and UER.

(3.5) UER shall in its performance of this Agreement and carrying out of the Services comply with all applicable Law.

(3.6) UER shall employ only suitably qualified, experienced, and licensed personnel to perform the Services in accordance with applicable Laws.

(3.7) UER shall be liable for and shall fully indemnify and defend harmless the Generator from and against any and all claims, losses liability, action, demand, judgment, loss, damage, costs and expenses including attorney fees, in respect of:

- (a) failure of UER or its sub-contractor to comply with the applicable laws, E-Waste Rules, Hazardous Rules, CPCB/SPCB guidelines etc.; and
- (b) gross negligence or willful misconduct during performance/ non-performance of its obligations by UER or any of its subcontractor.

(3.8) Neither party shall be responsible for any indirect or consequential damages and for any loss of revenue, loss of profit, loss of use, costs of capital or loss resulting to any other person or for any financial or economic loss, resulting from any reason attributable to the performance of this Agreement by either party.

(3.9) Either Party shall have the right to terminate this Agreement in the event of violation of any of the terms and conditions of this Agreement, with immediate effect by written notice provided that where remediable, the Party has notified the other Party of such breach and the Party has upon receipt of such notice, failed to proceed and remedied such breach within 30 days from the receipt of written notice.

(3.10) This agreement may be modified or amended only by writing, duly executed by or on behalf of the Parties hereto.

(3.11) In the event that any provision of this agreement is held to be illegal, invalid or enforceable under any present or future laws of the Republic of India such provisions shall be deemed terminable, and the remaining parts & provisions of this agreement shall remain in full force & effect.

(3.12) A party may notify the other Party of a change in its name and relevant address.

(3.13) The Parties shall attempt to settle every dispute arising out of or in connection with this Agreement through mutual negotiation and discussion, failing which through arbitration as per the Indian Arbitration and Conciliation Act, 1996 and the rules framed thereunder for the time being in force, which rules are deemed to be incorporated by reference in this clause. The courts in



Mumbai, India shall have exclusive jurisdiction over all matters arising out of the arbitration agreement. The seat of arbitration shall be Mumbai. This Agreement shall be governed by and interpreted in accordance with laws of Republic of India and courts at Mumbai shall have exclusive jurisdiction over matters/ issues/ disputes arising out this Agreement.

3.14) Annexure-I & II are integral part of agreement.

*Dr. S. R. Tiwari*  
Principal

Gulab Bai Yadav Smriti Shiksha Mahavidyalaya, Borawan (Khargone)

Signed by: Prof. Dr. Surendra Kumar Tiwari (Principal, GBYSSM, Borawan)  
Prof. Dr. Surendra Kumar Tiwari (name of concern)



*Principal*

Authorized Signature

Shiksha Mahavidyalaya, Borawan (M.P.)

Date: 173 APR ? Place: Borawan (Khargone), MP



5. Signed by: Dr. FAZAL HUSAIN (name of person)

UNIQUE ECO RECYCLE, Patwari Halka No.26, Survey No. 332/2/9, Nemawar Road, Palda, Indore (MP)

(Authorized signature) ----- date ----- place -----



6. In presence of:-

(6.1) Name: Surmal Narve

Father's name : Kama Narve

Address: E/D – JIT Staff Quarter , Vidhya Vihar , Borawan, 451228

Mobile no: 9977924422

Signature: *[Signature]*

*सहायक प्राध्यापक*  
स्व. गुलाबबाई यादव स्मृति शिक्षा  
महाविद्यालय, बोरावां, (खरगोन) म. प्र.

(6.2) Name: *Joeh Thakar* ----- Father's Name: *HATIM BJT THAKOR*

Address: *Badri Baugh, Indore cme* -----

Telephone no. *[Signature]*

Mobile No: 8827937999

Signature: *[Signature]* -----

**Annexure-I**

**COMMERCIAL PRAPOSAL FOR E-WASTE COLLECTION  
PAYBLE Items (Amount payable by UER) :-**

S.NO.	DESCRIPTION	Price (per kg)
01.	Scrap & used Mobile phones	150/kg
02.	Scrap Batteries	50/kg
03.	Scrap & used Laptop	70/kg
04.	Scrap computer & electrical cables	30/kg
05.	Scrap & used Air condition (window / split)	40/kg
06.	Scrap & used Computer CPU, lcd or led monitors, UPS, stabilizer, motor projector, and computer peripherals i.e. M/B, Crads, cpu, ram, hdd, dvd drive, cabinate + smps, laptop batteries, switch, modem, hub, lan card, camera, fan, chouck, mcb transformer, Refrigerator, Washing machine, computer cables etc	20/Kg
07.	Key board, mouse, telephone, vacuum cleaner, fax, photocopy, printer calculator, vfd, mcb, rccb, , drive, ,contractor, relay, electrical fitting, electrical iron and all other miscellaneous electronic or electrical items etc	10/kg
08.	All Scrap Medical equipments, biomedical equipments such as ventilator, defibrillators, x-ray machine, ct scan machine, sonography machine	15/kg
09.	Miscellenious electronic or electrical kachra	10/kg
10.	CRT monitor / TV	50/Nos.
11.	Capacitor, Head set, adopter, remote	Null

**Receivable items (Amount payable by Generator):-**

S.NO.	DESCRIPTION	Price (per kg)
01.	Toner & Cartridge, cell, fiber optic cables, capacitor	-20/kg
02.	Fluorescent lamp : Tube light, bulb, cfl, led etc	-100/kg
03.	Transportation charges would pay by sender for fluorescent lamp for any quantity of materials	As per below transport tariff.

**Terms & Conditions:** (1) Taxes (GST & custom) : Included (2) Transportation & loading liability : Its sender liability to load and send material through manifest From No.6 (3) Transportation charges : As per below tariff (4) Processing fees : Inclusive (5) Payment Terms: 30 days

**Transportation Tariff:-**

S. No.	Quantity	Distance	Charges	Charges(INR) if quantity & distance not match
01.	Minimum 0.100 MT	Within 10 km	Free	500/Trip
02.	Minimum 1.5 MT	Between11-50 km	Free	1500/Trip
03.	Minimum 3.0 MT	Between51-100 km	Free	3500/Trip
04.	Minimum 4.0 MT	Between101-150 km	Free	5000/Trip
05.	Minimum 5.5 MT	Between151-250 km	Free	10,000/Trip
06.	Minimum 7.5 MT	Between251-500 km	Free	15,000/Trip
07.	Minimum 10.00 MT	Between501-1000 km	Free	20,000/Trip
08.	Minimum 10.00 MT	Between1000-1500 km	Free	35,000/Trip

  
**Dr.S.K. Tiwari**  
**Principal**  
 Gulab Bai Yadav Smriti Shiksha  
 Mahavidyalaya, Borawan (Khargone)

