

**Government of National Capital Territory of Delhi****e-Stamp**

Certificate No.	: IN-DL63331077980951U
Certificate Issued Date	: 21-Jul-2022 12:53 PM
Account Reference	: IMPACC (IV)/ di774203/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL77420309236268766253U
Purchased by	: SGT UVINIVERSITY
Description of Document	: Article 58 Memorandum of Settlement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: SGT UVINIVERSITY
Second Party	: SRC ENTERPRISES
Stamp Duty Paid By	: SGT UVINIVERSITY
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line

Registrar
SGT University
Budhara Gurugram

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Memorandum of understanding

This Memorandum (hereinafter referred to as the "MOU") is executed and entered into as of this ____ day of 2022 by and between:

SGT UNIVERSITY situated at 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, Mr. Registrar to enter into and sign this contract for and behalf of the **SGT 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 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.

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

Registrar
SGT University
Budhera, Gurugram

- 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 its 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 from the mill certifying that 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.

6. COSTS AND PAYMENT

- 6.1. The price ("Price") for the supply of Scrap will be calculated on the basis of rates specified in Annexure-1 of this Agreement.
- 6.2. The rates specified in Annexure-1 are exclusive of all taxes.

Registrar
SPT University
Budaera, Gujrat

- 6.3. All taxes applicable on sale of the Scrap will be borne by SRC.
- 6.4. All payments to the University for supply of Scrap will be made one (1) day in advance of the agreed date of pick up from the University's warehouse location.
- 6.5. All payment under this Agreement will be made either by Demand Draft or by NEFT/RTGS. No cash payments will be accepted under any circumstances.
- 6.6. All such advance paid by SRC will be adjusted against the price of Scrap supplied thereafter.
- 6.7. The University will intimate SRC as and when the advance paid by it has been exhausted. Upon such intimation, SRC will have to make a fresh advance payment before the next date of pick up from University's warehouse location. University will have the full rights to refuse any supply in case the advance payment has not been made before the agreed date of pick up.
- 6.8. The University shall have the right to set off the advance payment made by SRC against any payments due from SRC under this Agreement.

7. LIABILITY

- 7.1. 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.
- 7.2. 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.
- 7.3. 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.
- 7.4. 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.

8. INDEMNITY

- 8.1. 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.

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

8.3.

- 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.

9. TERM AND TERMINATION

9.1. This Agreement shall come into force on 21-07-2022 ("Effective Date") and shall remain valid till 20-07-2024 ("Term") After the expiry of the Term, the Agreement may be renewed subject to the mutual written consent of the Parties.

9.2. 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.

9.3. This Agreement may also be terminated at any time by the University with 15 (thirty) days prior written notice to SRC. In case of termination under this clause, the accrued rights and obligations of the Parties shall continue.

9.4. The termination rights set forth in this clause 9 shall be in addition to any other remedies that the University may have in law or in equity for SRC's breach of its obligations hereunder.

10. CONFIDENTIALITY

10.1. 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").

11. INTELLECTUAL PROPERTY RIGHTS

11.1. Nothing contained in the Agreement shall be construed as a transfer of any intellectual property rights in favour 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.

12. 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 labour. This includes all practices similar to involuntary servitude, slavery, debt bondage and forced labour.

Human Trafficking: the recruitment, transportation, transfer, harbouring 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.

- 12.1. SRC represents, warrants and undertakes to the University at all times it shall comply with:
- (a) all applicable laws in relation to anti-corruption, Slavery and Human Trafficking, both domestically and otherwise; and
- 12.2. SRC further represents warrants and undertakes that: -
- (a) 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
 - (b) neither SRC nor any of its officers, employees, subcontractors, or other persons associated with it:
 - (i) has been convicted of any offence involving Slavery or Human Trafficking; and
 - (ii) 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.
- 12.3. 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.
- 12.4. 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.
- 12.5. 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.
- 12.6. 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.
- 12.7. 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.
- 12.8. 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.
- 12.9. 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.
- 12.10. 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.

Registrar
SGT University
Budhara, Gurugram

12.11. 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.

12.12. 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.

13. NOTICES

13.1. 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.

13.2. Address for correspondence of the University

Name :
Designation :
Address :
Email :

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

14. GENERAL

14.1. 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.

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

14.3. No waiver by of any breach of this Agreement 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.

14.4. 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.

14.5. 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.

14.6. 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.

14.7. 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.

- 14.8. 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 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.
- 14.9. 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
SGT UNIVERSITY


Registrar
SGT University
Budhera, Gurugram

(Signature)

:

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

(Signature)

Name:

Title:

Date:

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.

14.8. 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 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.

14.9. 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.

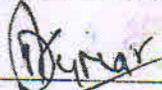
Signed and delivered for and on behalf of
SGT UNIVERSITY



Registrar
SGT University
Budhera, Gurugram

(Signature)
:

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



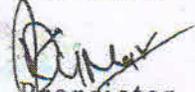
(Signature) Proprietor
Name: Deepak Kumar
Title:
Date: 21/07/2022

Party Name
Contact Person
Mobile No

SRC Enterprises
Mr. Deepak
9871705559

Item Name	Revised Rate	Remarks
Printing Material & Old Calender	Rs 18.50	Provide Pulping Certificate
Practical Book and blank Paper	Rs 23.50	Provide Pulping Certificate

For SRC ENTERPRISES


Proprietor