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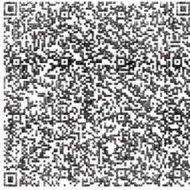
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INDIA NON JUDICIAL

Government of Uttarakhand

e-Stamp

Certificate No. : IN-UK68185727347254X
Certificate Issued Date : 10-Jan-2025 03:33 PM
Account Reference : NONACC (SV)/ uk1285204/ DEHRADUN/ UK-DH
Unique Doc. Reference : SUBIN-UKUK128520443521406578221X
Purchased by : SWAMI RAMA HIMALAYAN UNIVERSITY
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : NA
Consideration Price (Rs.) : 0
 (Zero)
First Party : SWAMI RAMA HIMALAYAN UNIVERSITY
Second Party : NA
Stamp Duty Paid By : SWAMI RAMA HIMALAYAN UNIVERSITY
Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



Please write or type below this line

लक्ष्मी शर्मा
 चम्प विक्रेता ला० नं०-184
 कोर्ट कम्प्लेक्स देहरादून



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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.

PAN INDIA SERVICE AGREEMENT FOR E-WASTE MANAGEMENT

THIS SERVICE AGREEMENT ("Agreement") is executed on this **15th** day of **January 2025** by and between

"Resource E Waste Solutions Pvt Ltd", a company registered under the Companies Act, 2013 and having its Registered office at Plot No-147, IIIrd Floor, Patparganj Industrial Area, Delhi-110092(India), hereinafter referred to as **"RESPL"**, which expression unless be repugnant to the context, shall mean and include successors and assigns of the One Part.

AND

Swami Rama Himalayan University (SRHU), a University established under section 2(f) of UGC Act and incorporate under Uttarakhand Private University Act (Act no. 2 of 2024) having its registered office at Swami Ram Nagar, P.O. Jolly Grant, Dehradun, Uttarakhand 248016, represented by its Registrar, Dr. Mukesh Bijalwan, hereinafter referred to as **"The Customer"**, which expression unless be repugnant to the context, shall mean and include successors, affiliates and assigns of the Other Part.

As the context may require, the Customer and RESPL shall hereinafter be referred to severally as '**Party**' and collectively as '**Parties**'

WHEREAS:

- A. Resource E Waste Solutions Pvt Ltd is a registered and approved E-Waste Recycler by the Uttarakhand Pollution Control Board (UKPCB) of the E-Waste (Management & Handling) Rules'2022, as amended in 2022 and is operating a facility for the collection, reception, transportation, treatment and disposal of E-Waste and having their Recycling Machinery in F 97 Industrial Area Bahadradab Haridwar, Uttarakhand. Resource E Waste Solutions Pvt Ltd is engaged in the business of refurbishing, recycling and disposal of E-Waste".
- B. Swami Rama Himalayan University (SRHU), a University established under section 2(f) of UGC Act and incorporated under Uttarakhand Private University. SRHU purports to provide education, training and enable research area of medical science, nursing, science, engineering & technology, allied health sciences and other areas of higher education.
- C. The Customer requires the Services (as defined below) to be provided by RESPL and that RESPL has represented that it can provide the Services, and



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- D. The Customer hereby engages Resource E Waste Solutions Pvt Ltd to provide the Services, in accordance with the terms and conditions of the Agreement.

NOW THESE PRESENTS WITNESS AND THE PARTIES HERETO AGREE HEREBY AS FOLLOWS:

1. Definitions

In this Agreement, unless the context otherwise requires, the followings words and expressions shall have the following meanings ascribed to them:

- 1.1. **Resource E Waste Solutions Pvt Ltd**, “shall mean recycling machinery situated at Bahadrabad Haridwar, Uttarakhand
- 1.2. **“Affected Party”** shall have the meaning ascribed to it in **Clause 12**
- 1.3. **“Applicable Laws”** means Law made by the Centre or State Government in this regard.
- 1.4. **“E-Waste”** “shall mean waste electrical and electronic equipment, whole or in part and scraps or rejects from their manufacturing process, which are intended to be discarded. The waste end of life equipments which can be useful directly or after refurbishing or recycling....
- 1.5. **“Delivery Point”** shall mean the place of business of the Customer as may be agreed from time to time.
- 1.6. **“Services”** shall have a meaning ascribed to it in **Clause 3** and **Schedule A**.
- 1.7. **“Term”** shall have the meaning ascribed to in **Clause 13**

2. Engagement

That subject to the terms and conditions of the Agreement, the Customer hereby engages RESPL and RESPL hereby agree to provide Services to the Customer during the Term of this Agreement (**“Engagement”**).

3. Resource E Waste Solutions Pvt Ltd Services

That RESPL shall provide Services in the nature of refurbish, reuse and recycle the E-Waste supplied by the Customer and more fully described in **Schedule A** to the Customer during the Term of the Agreement:



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4. Payments:

That in consideration of the Services provided by RESPL, the Customer shall pay such consideration ("**Fees**") as set out in **Schedule B**. Fees shall be excluding any applicable taxes. All payments shall be subject to tax deductions at source.

The following factors would be taken in to consideration for determining the payment for the Services:

- 4.1. Actual cost of recycle;
- 4.2. Cost of transport for recycled E-Waste;
- 4.3. Cost of handling hazardous e waste.

5. Obligations of the Customer

- 5.1. That subject to the other terms of the Agreement, the Customer shall ensure that the E-Waste does not contain any hazardous material and shall deliver only E-Waste that qualifies the definition of E-Waste and meets the quality and quantity specifications as may be agreed between the parties.
- 5.2. That it shall be the sole responsibility of RESPL to collect the material from Customer Site at Swami Ram Nagar, P.O. Jolly Grant, Dehradun, Uttarakhand 248016.
- 5.3. That the Customer shall, permit RESPL and its employees to inspect the E-waste in accordance with Clause 7.
- 5.4. That the Customer will cooperate with us documents like Tax Invoice, Gate Pass and Declaration at the point of Collection for movement of the material.

6. Delivery and Transport of E-waste:

- 6.1. That the Customer shall deliver the E-Waste at Deliver Point and both the parties shall keep each other informed of the date and time of the delivery ("**Delivery Date**") of E-Waste and in the event of any changes in the date and time of delivery, either party shall give a period of at least 24 hours prior to the scheduled delivery time.



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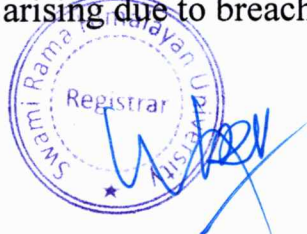
- 6.2. That the Customer shall arrange for all necessary documentation for transportation of E-Waste to Delivery Point and shall provide scanned copies of all the documents facilitating the delivery process at least 24 hours before pickup time. RESPL may decline the receipt of the E-Waste if the said documents are not provided by the Customer at the time of delivery.
- 6.3. That the Customer shall, at its sole cost and expense, and if applicable, obtain any and all necessary consents, permissions, licenses, approvals, as is required under relevant laws RESPL shall be responsible for all necessary consents, permissions, licenses, approval, as is required under relevant laws for operating the RESPL's Plant and performing its obligations under the Agreement.
- 6.4. That all costs in connection with transportation of E-Waste, including the cost of any insurance from the Delivery Point to RESPL's Plant, shall be borne exclusively by RESPL.

7. Inspection and Rejection

That RESPL shall be allowed to inspect the E-Waste at the Delivery Point and RESPL, at its sole discretion may reject any E-Waste that fails to meet the specifications of E-Waste as agreed between the parties.

8. Compliance

- 8.1. That the Customer shall comply strictly with Applicable Laws and their obligations under the Agreement.
- 8.2. That in the event the Customer fails to comply with Applicable Laws or others obligations contained herein, the Customer shall indemnify and hold harmless the RESPL, its directors, officers, employees, agents and authorized representatives from any claim, suit, and legal or other proceedings, demands, damages, liabilities, cost (including attorney fees), expenses arising due to breach of any obligations in this Agreement.
- 8.3. That in the event the RESPL fails to comply with Applicable Laws or others obligations contained herein, the RESPL shall indemnify and hold harmless the customer, its directors, officers, employees, agents and authorized representatives from any claim, suit, and legal or other proceedings, demands, damages, liabilities, cost (including attorney fees), expenses arising due to breach of any obligations in this Agreement.



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9. Resource E-Waste Solutions Pvt Ltd represents warrants and undertakes that:

- 9.1. It is a Company duly organized and validly existing under the laws of India.
- 9.2. It has full power and authority to enter into this Agreement and perform all obligations under this Agreement;
- 9.3. It is not prevented or barred, in any way, from entering into this Agreement and/or from performing its obligations hereunder, and the performance of its obligations herein shall not conflict or cause the breach of any agreement, undertaking or law to which it is subject or bound, and does not require the consent of any third party;
- 9.4. It has, and shall maintain during the term of this Agreement, all the permits, licenses, consents and approvals that are required in order to render Services to the Customer.

10. Customer represents warrants and undertakes that:

- 10.1. It is a customer is validly existing under the laws of India;
- 10.2. It has full power and authority to enter into this Agreement and perform all obligations under this Agreement;
- 10.3. It is not prevented or barred, in any way, from entering into this Agreement and/or from performing its obligations hereunder, and the performance of its obligations herein shall not conflict or cause the breach of any agreement, undertaking or law to which it is subject or bound, and does not require the consent of any third party.
- 10.4. It has, and shall maintain during the term of this Agreement, all the permits, licenses, consents and approvals that are required in order to perform its obligations pursuant to this Agreement.
- 10.5. The Customers represents the E-Waste supplied is in correct depiction of specifications mentioned under the definition of E-Waste and does not contain any hazardous and harmful material.



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11. Indemnity

- 11.1 That RESPL shall indemnify defend and hold the Customer, its employees, officers and directors against all claims, damages, losses and expenses arising out of or in relation to breach of the RESPL's representations and warranties.
- 11.2 That the Customer shall indemnify, defend, hold harmless and settle at its own expense, any action or other proceeding brought against RESPL, to the extent that such action or proceeding is based on Customer's representations and warranties becoming false and breach of the Customer's obligations hereunder.

12. Force Majeure:

- 12.1 Force Majeure means any event or a combination of event that materially or adversely affect the performance of either Parties of its obligation ("Affected Party") of its obligations in whole or in part, pursuant to the terms of this Agreement but only to the extent that such event or circumstances are not within the Affected Party's reasonable control and have not been caused by wilful neglect or act or omission of the Affected Party. The following events shall constitute Force Majeure: epidemic, nuclear emergency, earthquake, riot, war, acts of terrorist.
- 12.2 The Affected Party shall as soon as possible and no later than Thirty (30) days after occurrence of Force Majeure, provide written notice thereof to the other Party.
- 12.3 The Affected Party shall provide the other Party with prompt notice of cessation of the Force Majeure event and resume its obligations as contained herein.
- 12.4 In the event Force Majeure continues unabated for an uninterrupted period of 180 days either Party has a right to terminate this Agreement by providing prior written notice.

13. Term and Termination

- 13.1 That this Agreement, unless otherwise terminated earlier, shall be valid for a period of one year commencing from 2024 to 2025. The Parties may renew the Agreement for further periods by mutually agreeing to the terms of renewal.



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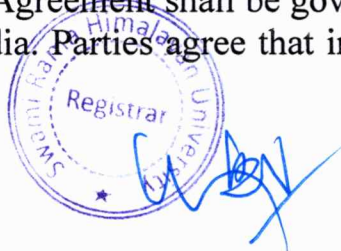
- 13.2 That either Party can terminate the Agreement without assigning any reason upon thirty (30) days' advance written notice.
- 13.3 That either Party may terminate the Agreement if the other Party commits a material breach of the Agreement. However, if the material breach is capable of rectification, the party suffering the breach shall be entitled to terminate only after giving two month written notice to the other party stating the details of the breach and on such breach not being cured within the thirty (30) days notice period.
- 13.4 That either Party may terminate the Agreement forthwith by written notice if the other party is adjudged insolvent or bankrupt, or upon the institution of any proceedings by or against the other party seeking relief, reorganization or arrangement under any laws relating to insolvency, or upon any assignment for the benefit of creditors, or upon the appointment of a receiver, liquidator or trustee of any of the other party's property or assets, or upon liquidation, dissolution or winding up of the other Party's business.
- 13.5 That upon termination of Agreement (i) RESPL shall cease to provide the Services; (ii) The Customer shall pay RESPL for the Services rendered till the date of termination;
- 13.6 That Termination shall not affect either Party's prior rights or liabilities.
- 13.7 That Clauses 4, 10 and 11 shall survive termination or expiration of this Agreement.
- 13.8 That additional models can be added to the existing contract through mutually agreed disposal price for additional items.

14. Notice

That any notice, invoice, approval, advice, report or any other communication required to be given to a Party hereunder shall be addressed and delivered to the place of business of such Party as set out in the Preamble of this Agreement or at such other address as may be communicated by such Party to the other Party from time to time for this purpose.

15. Governing Law and Dispute Resolution:

- 15.1. This Agreement shall be governed and construed in accordance with laws in India. Parties agree that in the event any dispute or breach arising out



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of or in relation to this Agreement shall be referred exclusively to arbitration to be conducted by a sole arbitrator in accordance with the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Dehradun and the language of arbitration shall be English. The decision of the arbitrator shall be binding on the parties and the parties undertake not to dispute the same. The Swami Rama Himalayan University shall appoint the arbitrator and such appointment shall be official and award passed by the said arbitrator shall be binding on both the parties.

15.2. Notwithstanding the foregoing, the Parties may apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary, and without abridging any of the powers of the arbitration panel and such an action shall not constitute abrogation of the agreement contained herein.

15.3. Any disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of the Courts at Dehradun India only.

16. Miscellaneous

16.1 Assignment

That this Agreement shall bind and inure to the benefit of each Party's successors and assigns, provided that no Party may assign the Agreement without the prior written consent of the other Party. Any permitted assignee shall agree in writing to be bound by the terms and conditions set forth herein. Any attempt to assign this Agreement without such consent shall be null and void.

16.2 Amendment and Waiver

That no amendment, modification or waiver of this Agreement shall be valid or consent to departures from the provisions hereof, may be given unless evidenced in writing and signed by authorized representatives of the Parties. A failure or delay to enforce any provision of this Agreement shall not constitute waiver hereof.

16.3 Severability

That if at any time one or more provision of this Agreement becomes invalid or unenforceable, the remainder of this Agreement shall survive and remain in full force and effect. The parties shall endeavour in good faith to mutually discuss and include replacement provision to the Agreement to carry out the intention of the parties.



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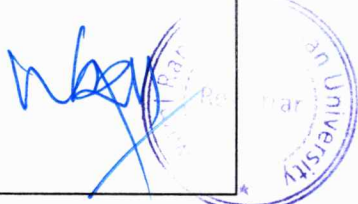
16.4 Counterpart

That this Agreement may be executed in one or more counterpart (on Rs. 100 Indian Non-Judicial Stamp Certificate No. IN-UK68185727347254X & IN-UK68186076038143X), each of which shall be deemed to original and all of which collectively shall be deemed to one and same instrument.

16.5 Relationship

Nothing in this Agreement shall be construed as creating a partnership or joint venture between the Parties or constitute either Party the agent of the other Party for any purpose.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have duly executed this Agreement to become effective as of the date first above written.

Party Name	Executed by	Designation	Signature
Resource E Waste Solutions Pvt Ltd	Mr. Sanjay Kumar Jain	MD	
Swami Rama Himalayan University	Dr. Mukesh Bijalwan	Registrar	

WITNESS

1... SANJAY MENDIRATTA

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.....

2... SACHIN DHIMAN

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SCHEDULE A

{Terms and conditions for the pre and post collection of E- Waste}

Resource E Waste Solutions Pvt Ltd shall provide the following kind of recycling services as committed to the Customer.

Terms & Conditions.

1. Free Logistic services from Delivery point.
2. Environment Friendly Recycling of all the E- Waste collected.
3. Certificate of Disposal to be provided to the Customer at the end of 20 working days from the date of pickup.
4. RESPL shall ensure on the perspective of managing Form 6/COD and handover to the customer on the day of collection of E-waste along with acknowledgement on the List of Inventory of the Medical/ scrap assets prepared by MMD Officials after its verification.
5. The material should contain all the accessories& components that were present while inspecting them, before our quote.
6. RESPL shall deposit the payment of E-waste collected from the customer site in the following Bank details & furnish the proof of payment on immediate basis

Account Name: Swami Rama Himalayan University

Bank Name: State Bank of India

A/C No:33082676422

IFSC Code: SBIN0010580

RESPL shall also furnish the Weighing Slip in Original as documentary proof of weight of the E-waste collected on the day of pick up

7. RESPL shall deposit a Lump Sum Advance derived *on the basis of approximate weight of the assets* to SRHU before pickup.
8. RESPL shall make a payment of the condemned medical/scrap assets by the Customer on the above-mentioned contracted rate against Tax Invoice to be provided by SRHU to be collected. In case of any differential payable amount even after consideration of Lumpsum amount, the same shall be



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made by RESPL within 24 Hours from the day of collection of E-waste from SRHU Premises.

9. Pickup confirmation will be provided by the customer, 72 hours prior to the pickup.

10. All the pickup related documents and permission would be provided by the customer to Resource E-waste Solutions Logistics team, at the time of pickup.

SCHEDULE B

Quotation For IT E Waste Scrap Items.

Item Name	KG Rate Excl. GST	GST 18%	KG Rate Incl. 18% GST
Medical Scrap Assets	45	8.1	53.1

- Medical Scrap Assets will be part of the contract.
- As other items are not part of the Contract. However, RESPL shall submit separate quotation Aluminium, Metal, Wooden and etc in case requested by customer.

