

Non Judicial



Indian-Non Judicial Stamp
Haryana Government



Date : 10/07/2023

Certificate No. GBJ2023G23

GBJ2023G23

Stamp Duty Paid : ₹ 101
(Rs. Only)

GRN No. 105012500

105012500

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Dashmesh Educational Charitable trust
H.No/Floor : Nil Sector/Ward : Nil LandMark : Nil
City/Village : Budhera District : Gurugram State : Haryana
Phone : 70*****96



Buyer / Second Party Detail

Name : Shiv Shakti oil and Lubricants
H.No/Floor : F557 Sector/Ward : Nil LandMark : Riico industrial area
City/Village : Chopanki District : Alwar State : Rajasthan
Phone : 70*****96

Purpose : SERVICE AGREEMENT



The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

AGREEMENT/CONTRACT FOR COLLECTION OF USED LUBRICANTS OIL

This agreement was executed on this 01st day of July 2023

BY AND BETWEEN

M/s SGT University, situated at Village Budhera, Gurugram-Badli Road, Gurugram (Haryana)-122505 hereinafter referred to as a "University" (Which expression shall unless repugnant to context or meaning thereof, be deemed to mean & include its assigns, nominees, legal representatives) through its duly authorized signatory, Dr. Joginder Yadav Registrar to enter into and sign this contract for and behalf of the SGT University.

AND

M/s Shiv Shakti Oil & Lubricants having its factory/ Re-refinery cum Registered office at F- 557 & UNIT-3 at F- 693; RIICO Industrial Area Chopanki, Post: Tapukara; Tehsil: Tijara Distt: Alwar (Near RIA Bhiwadi), Rajasthan- 301019 {INDIA} hereinafter referred to as a "Shiv Shakti Oil & Lubricants" (which expression shall unless repugnant to context or meaning thereof, be deemed & include its assigns, nominees, legal representatives represented through Mr. Sunny Dhir, to enter into and sign this contract for and behalf of the Name- Shiv Shakti Oil and Lubricants.

WHEREAS

M/s SGT University is using lubrication oil in DG sets and is desirous of disposing/ sale of Used Lubricating oil- hazardous waste used and generated during service of DG etc. through Shiv Shakti Oil and Lubricants.

M/s Shiv Shakti Oil & Lubricants (GSTIN No.: 08ABFFS4464G1ZZ), is engaged in reprocessing/ re-recycling of all types of Used Industrial oil- Hazardous Waste, of all nature, at its industry subject to and in accordance with the rules of the Pollution control Board/others appropriate authorities and has

For Shiv Shakti Oil & Lubricants

Authorised Signatory

SGT University
Budhera, Gurugram

offered to the University for providing of service from location as stated above, on the terms and conditions appearing hereafter.

This agreement shall be valid for a period of one (1) year from the effective date hereof, this agreement may be terminated by either party by giving the other party thirty (30) days written notice. The term of this agreement may be extended by such further period as may be mutually agreed upon by the parties in writing.

Now this agreement witnesses the following terms and conditions to be performed by both the parties to this agreement:

1. The Shiv Shakti Oil & Lubricants hereby agrees to collect all types of Used Oil as stated above at least once during the period of 2-3 months from the premises of the University and also agrees to collect Used oil within 2 or 3 days as and when called upon by the SGT University.
2. The SSOL on receipt of written or through mail/telephonic information, details of which are provided as hereunder, from SGT University, will plan and schedule collection logistics of the Waste from the premises of university within 04 working days of receipt of such information. The University shall ensure that used oil must be packed in proper drums/ Barrel etc.

a)

➤ **FOS SSOL (USED OIL)**

Mr. Sunny Dhir

Mobile No: +91- 9818408248, Email id: ssolindia@gmail.com

➤ **FOR SGT UNIVERSITY**

Dr. Joginder Yadav

Mobile No: +91- 8527090261, Email id: registrar@sgtuniversity.org.

3. The SSOL agrees to bear all the cost of Transportation, lifting, treating and storing used lubricating oil hazardous waste collected from the premises of the University, as per the pollution control board Authorization of Hazardous waste. Loading of the material on the Truck at the University premises, shall be the responsibility of SSOL.

4. SSOL is Not liable for the wages, salary etc. & related to This matter of SGT University workers.

5. Payment Terms:

- a. For the Used Lubricating Oil-Hazardous Waste, the rates are INR 5300/- Per Barrel/Drum (Capacity 220 Ltr each)
In case the qty of used lubricants oil is less than 220 liters, the lift of oil will be FOC basis. All Prices are inclusive of GSTIN Tax as applicable & as per qty. disposed at university site.
All prices mentioned in sub-para (a) of para 5 are along with Barrel/Drum, Packing etc. (No additional cost shall be paid by SSOL)
- b. All the payment will be made and drawn through RTGS-NEFT/ Cheque in favor of:

➤ FOR SSOL: Shiv Shakti Oil and Lubricants. (Payable at Bhiwadi)

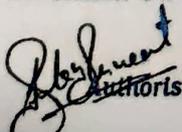
➤ FOR SGT: Dashmesh Education Charitable Trust (Payable at Gurugram)

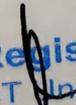
(Note: Payment Transaction Through D.D or Cash will be not allowed/done from both sides)

6. The Registered Re-recycler (Shiv Shakti Oil & Lubricants) agrees and undertakes to Reprocess/ Re recycle the Used oil as collected from the University premises; it also undertakes to follow all the rules/ guidelines as laid down by the state pollution control authorities/board (S.P.C.B), from time to time, in this respect.

7. The Shiv Shakti Oil & Lubricants shall present all the applicable **Forms** such as Form- 10 (Manifest) & Form- 09 (Term Card) and others if any, filled and signed by Shiv Shakti Oil & Lubricants & SGT University representatives as per S.P.C.B. Rules.

For Shiv Shakti Oil & Lubricants


Authorised Signatory


Registrar
SGT University
Budhera, Gurugram



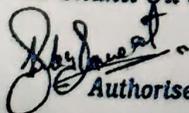
8. This Agreement is on a principal-to-principal basis, and nothing contained herein shall be deemed to constitute a partnership, joint venture, or agency by and between the parties (SGT University and Shiv Shakti Oil & Lubricants)
9. This Agreement may modify or amended mutually by writing, duly executed by or on behalf of the parties (SGT University and Shiv Shakti Oil & Lubricants).
10. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law such provisions shall be deemed terminable & the remaining parts & provisions of this Agreement shall remain in full force & effect.
11. It is clearly and expressly understood by the parties that the activity of collection transportation, storage and disposal of Used Oil is an independent contract and it is also clearly understood and confirmed by the parties that this contract is for performance of work and not for supply of labour, etc.
12. The terms and conditions will not bear any change after any relationship either direct or indirect between the employees of SGT University and the persons engaged by Shiv Shakti Oil & Lubricants.
13. Representatives of SGT University may visit the factory of Shiv Shakti Oil & Lubricants during business hours where Used/ Spent or Waste Oil Re- recycled for only audit purposes by giving 3-4 days previous notice through e-mail or in writing to the Shiv Shakti Oil & Lubricants
14. That the Shiv Shakti Oil & Lubricants & SGT University agrees to ensure that the confidential information proprietary information and intellectual property rights of the parties are preserved and not disclosed to any other party except with the express written consent of the party whose information is intended to be disclosed (SGT University and Shiv Shakti Oil & Lubricants).
15. In case of any dispute or difference between the parties (SGT University and Shiv Shakti Oil & Lubricants) , they will mutually settle the dispute (However, any dispute or difference whatsoever arising between the parties (SGT University and Shiv Shakti Oil & Lubricants) out of or relating to the matter, meaning, operation, or effect of this contract or the breach thereof, shall be settled by Arbitration by under the provisions of the Arbitration and conciliation Act, 1996 or any subsequent enactment or amendment thereto, and the decision of the arbitrator (whom shall be solely appointed by the University) shall be binding upon both the parties. The seat of Arbitration shall be at New Delhi/Gurugram. The Language of Arbitration shall be English.
16. All disputes, Controversies, and conflicts between or among the parties arising out of or relating to this agreement shall be subject to the jurisdiction of Gurugram.
17. This Agreement is valid for one year and no party would breach any terms of this agreement from the date of signing contract by both parties.

IN WITNESS WHEREOF, the parties hereto have signed the Agreement after understanding the contents of the same on 01st July 2023 first above written in the presence of the following authorized persons.

M/s Shiv Shakti Oil & Lubricants

Miss Alka
 Designation- Office
 Contact No.: +91- 9891470944.
 Mail id: ssolhazardoussolutions@gmail.com

For Shiv Shakti Oil & Lubricants


 Authorised Signatory

M/s SGT University

Dr. Joginder Yadav
 Designation- Registrar
 Contact No.: +91-8527090261
 Mail id: registrar@sgtuniversity.or



11 JUL 2023

