## **AGREEMENT**

This Agreement ("Agreement") is entered into for the period from 01/09/2021 To 31/08/2022

#### Between

(Herein after referred to as the "Institution") Party No.1 MarathwadaMitraMandal's College of Architecture, 302/A Deccan Gymkhana, Deccan, Pune 411004

AND

KESHAV SITA MEMORIAL FOUNDATION TRUST PUNE, an autonomous fully owned cooperative of waste pickers in Pune - Address: Om Bunglow, 1st Floor, Lane 2 SwapnaMandir Society, 24/2 Erandwane, Pune 411004, (herein after referred to as the "Party No. 2"),

WHEREAS, the Institute, Party No.1 is willing to donate the Plastic waste generated in their Institute, to KESHAV SITA MEMORIAL FOUNDATION TRUST Pune, Party No.2, in the period as mentioned above. AND WHEREAS, the Institute requires professional services of a suitable agency to receive, recycle, and/or dispose of all Plastic waste, ("the said Wastes") resulting from the said Site on timely basis;

AND WHEREAS, Party No. 2 has assured the Institution, that it can ensure the provision of such services through regular bi-quarterly collection or as and when the need be, in accordance with local, state and central regulations;

# NOW THIS AGREEMENT WITNESSETH HEREAFTER

1. The Party No. 2 hereby agrees to ensure that Plastic Waste generated in the premises of the Institute shall be sent for recycling / processing through authorized channels and the material to be sent by the company (Party No. 1) at the address mentioned above for a period of 12 (Twelve) Months. The Instituteshall receive a certificate in lieu of the Plastic Waste received by the Party No. 2.

2. The logistics of bin placement, collection and unloading materials shall be conducted through the relevant

handling service at such commercials as may be applicable.

3. This agreement may be renewed for a subsequent term of 12 months or more by mutual consent in writing based on such consideration as may be agreed at the time of renewal. The parties may amend this agreement

4. Notices: Any notice required or permitted to be given under this Agreement shall be in writing, shall be deemed duly given if delivered in person or if sent by registered Post, return receipt requested, on the address

5. All disputes shall be referred to sole arbitration of the chief executive officer or director of the Party No. 2. Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. Arbitration shall take place in Pune, Maharashtra, India in English. 6. This agreement is subject to Indian Laws and any dispute arising out of the same shall be referred to the

courts of appropriate jurisdiction within the city limits of Pune (Maharashtra, India) only

MMCOA Principal

IN WITNESS WHEREOF

M/s. (Party No.2)

KESHAV SITA MEMORIAL FOUNDATION TRUST,

\_ (Party No.1) Through .....

For (KSMT) Pune

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#### Between

(Herein after referred to as the "Institution") Party No.1 MarathwadaMitraMandal's College of Architecture, 302/A Deccan Gymkhana, Deccan, Pune 411004.

AND

KESHAV SITA MEMORIAL FOUNDATION TRUST PUNE, an autonomous fully owned cooperative of waste pickers in Pune- Address: Om Bunglow, 1st Floor, Lane 2 SwapnaMandir Society, 24/2 Erandwane, Pune 411004, (herein after referred to as the "Party No. 2"),

WHEREAS, the Institute, Party No.1 is willing to donate the Paper waste generated in their Institute, to KESHAV SITA MEMORIAL FOUNDATION TRUST Pune, Party No.2, in the period as mentioned above. AND WHEREAS, the Institute requires professional services of a suitable agency to receive, recycle, and/or dispose of all Paper waste, ("the said Wastes") resulting from the said Site on timely basis;

AND WHEREAS, Party No. 2 has assured the Institution, that it can ensure the provision of such services through regular bi-quarterly collection or as and when the need be, in accordance with local, state and central regulations;

#### NOW THIS AGREEMENT WITNESSETH HEREAFTER

- 1. The Party No. 2 hereby agrees to ensure that Paper Waste generated in the premises of the Institute shall be sent for recycling / processing through authorized channels and the material to be sent by the company (Party No. 1) at the address mentioned above for a period of 12 (Twelve) Months. The Instituteshall receive a certificate in lieu of the Paper Waste received by the Party No. 2.
- 2. The logistics of bin placement, collection and unloading materials shall be conducted through the relevant handling service at such commercials as may be applicable.
- 3. This agreement may be renewed for a subsequent term of 12 months or more by mutual consent in writing based on such consideration as may be agreed at the time of renewal. The parties may amend this agreement in writing.
- 4. Notices: Any notice required or permitted to be given under this Agreement shall be in writing, shall be deemed duly given if delivered in person or if sent by registered Post, return receipt requested, on the address stated hereinabove.
- 5. All disputes shall be referred to sole arbitration of the chief executive officer or director of the Party No. 2. Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. Arbitration shall take place in Pune, Maharashtra, India in English.
- 6. This agreement is subject to Indian Laws and any dispute arising out of the same shall be referred to the courts of appropriate jurisdiction within the city limits of Pune (Maharashtra, India) only.

MMCOA Princ IN WITNESS WHEREO

M/s. (Party No.2)

KESHAV SITA MEMORIAL FOUNDATION TRUST Through ..... (Party No.1)

For KSMT F

### **AGREEMENT**

This Agreement ("Agreement") is entered into for the period from 01/09/2021 To 31/08/2022

## Between

(Herein after referred to as the "Institution") Party No.1 MarathwadaMitraMandal's College of Architecture, 302/A Deccan Gymkhana, Deccan, Pune 411004.

#### AND

KESHAV SITA MEMORIAL FOUNDATION TRUST PUNE, an autonomous fully owned cooperative of waste pickers in Pune – Address: Om Bunglow, 1<sup>st</sup> Floor, Lane 2 SwapnaMandir Society, 24/2 Erandwane, Pune 411004(herein after referred to as the "Party No. 2"),

WHEREAS, the Institute, Party No.1 is willing to donate the <u>electronic waste</u> generated in their Institute, to KESHAV SITA MEMORIAL FOUNDATION TRUST Pune, Party No.2, in the period as mentioned above. AND WHEREAS, the Institute requires professional services of a suitable agency to receive, recycle, and/or dispose of all <u>electronic waste</u> (except Tube lights and Bulbs), ("the said Wastes") resulting from the said Site on timely basis;

AND WHEREAS, Party No. 2 has assured the Institution, that it can ensure the provision of such services through regular bi-quarterly collection or as and when the need be, in accordance with local, state and central regulations;

## NOW THIS AGREEMENT WITNESSETH HEREAFTER

- 1. The Party No. 2 hereby agrees to ensure that E-Waste generated in the premises of the Institute shall be sent for recycling / processing through authorized channels and the material to be sent by the company (Party No. 1) at the address mentioned above for a period of 12 (Twelve) Months. The Instituteshall receive a certificate in lieu of the E-Waste received by the Party No. 2.
- 2. The logistics of bin placement, collection and unloading materials shall be conducted through the relevant handling service at such commercials as may be applicable.
- 3. This agreement may be renewed for a subsequent term of 12 months or more by mutual consent in writing based on such consideration as may be agreed at the time of renewal. The parties may amend this agreement in writing.
- 4. Notices: Any notice required or permitted to be given under this Agreement shall be in writing, shall be deemed duly given if delivered in person or if sent by registered Post, return receipt requested, on the address stated hereinabove.
- 5. All disputes shall be referred to sole arbitration of the chief executive officer or director of the Party No. 2. Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. Arbitration shall take place in Pune, Maharashtra, India in English.

6. This agreement is subject to Indian Laws and any dispute arising out of the same shall be referred to the courts of appropriate jurisdiction within the city limits of Pune (Maharashtra, India) only.

MMCOA Principal

IN WITNESS WHEREO M/s. (Party No.2)

1

KESHAV SITA MEMORIAL FOUNDATION TRUST,
Through ...... (Party No.1)

For KSMT Pune