

Non Judicial



Indian-Non Judicial Stamp
Haryana Government



Date : 19/04/2023

Certificate No. G0S2023D817

G0S2023D817

Stamp Duty Paid : ₹ 101

GRN No. 101670174

101670174

Penalty : ₹ 0

(In Rupee Only)

Seller / First Party Detail

Name: Guru govind singh 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: Green pc world pvt ltd
H.No/Floor: 14 Sector/Ward: 37 LandMark: Nil
City/Village: Gurugram District: Gurugram State: Haryana
Phone: 70*****96

Purpose : AGREEMENT TO SALE

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

E Waste Scrap AGREEMENT

This Agreement (hereinafter referred to as the "Agreement") is executed and entered into as of this 1st day of May, 2023 by and between:

Guru Govind Singh Educational Charitable Trust (SGT University) situated at Village Budhera, Gurugram-Badli Road, Gurugram, Haryana-122505 (hereinafter referred to as "Trust", 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 Registrar to enter into and sign this contract for and on behalf of the Trust.

AND

GREEN PC WORLD PVT. LTD having its registered office at Plot No.14, Sector - 37, Pace City -1, Guru gram, Haryana (Hereinafter referred to as the "GPW", 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, Mr. Vinod Yadav to enter into and sign this agreement for and on behalf of GREEN PC WORLD PVT. LTD.

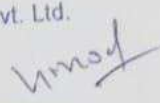
Trust shall hereinafter be individually referred to as the "Party" and collectively as the "Parties".
WHEREAS:

Trust is desirous of disposing/selling e-waste;

A. GPW is engaged in the business of disposing/recycling the **E Waste SCRAP**, (Metal)

Registrar
SGT University
Budhera, Gurugram

For Green PC World Pvt. Ltd.


Authorized Signatory

Non Judicial



Indian-Non Judicial Stamp
Haryana Government



Date : 19/04/2023

Certificate No. GDS2023D6

GDS2023D6

Stamp Duty Paid : ₹ 101

GRN No. 101484714

101484714

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Dashmesh educational Educational charitable trust
H.No/Floor : B05 Sector/Ward : Nil LandMark : Vasant vihar
City/Village : Delhi District : Delhi State : New delhi
Phone: 70*****96



Buyer / Second Party Detail

Name : Green pc world pvt ltd
H.No/Floor : 14 Sector/Ward : 37 LandMark : Gurugram
City/Village: Gurugram District : Gurugram State : Haryana
Phone : 70*****96

Purpose : AGREEMENT TO SALE

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

E Waste Scrap AGREEMENT

This Agreement (hereinafter referred to as the "Agreement") is executed and entered into as of this 1st day of May, 2023 by and between:
Dashmesh Educational Charitable trust (SGT University, Haryana) situated at Vasant Vihar, New Delhi (hereinafter referred to as "Trust", 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 Registrar to enter into and sign this contract for and on behalf of the Trust.

AND

GREEN PC WORLD PVT. LTD having its registered office at Plot No.14 ,Sector – 37, Pace City -1 , **Guru gram, Haryana** , (Hereinafter referred to as the "GPW", 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, Mr. Vinod Yadav to enter into and sign this agreement for and on behalf of GREEN PC WORLD PVT. LTD .

Trust shall hereinafter be individually referred to as the "Party" and collectively as the "Parties".
WHEREAS:

Trust is desirous of disposing/selling e-waste;

- A. GPW is engaged in the business of disposing/recycling the E Waste SCRAP, (Metal)
- B. GPW is desirous of entering into an agreement with the University for purchasing E-waste scrap from **Dashmesh Educational Charitable trust**.

For Green PC World Pvt. Ltd.

Registrar
SGT University
Budhera, Gurugram

Authorized Signatory

4.INSPECTION

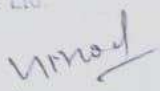
- 4.1. GPW agrees that the Trust shall have the right to conduct audit or inspection of its offices and premises including paper mill either through itself or through use of a third party with respect to the compliance by GPW of its obligations under this Agreement or with statutory laws. The Trust shall give 3 days' prior written notice to GPW for such audit or inspection. GPW further confirms that it shall cooperate with the Trust during such audit.
- 4.2. GPW further agrees that Trust representative will be present at the time of unloading and of Scrap E Waste.

5.OBLIGATIONS OF GPW

- 5.1. GPW agrees that it will use the Scrap E Waste supplied by Trust solely for the purposes of recycling and reusing the same.
- 5.2. GPW agrees that they will neither sell nor transfer the Scrap E Waste supplied by the Trust to any third party for any reason other than as specified in Clause 5.1 above.
- 5.3. GPW 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. In the performance of its obligations here under, GPW to comply with all applicable permits, all central state and local laws, regulations and ordinances and all duly constituted authorities. Upon request of Trust, GPW shall furnish copies thereof in advance. GPW specifically agrees and confirms that it is fully competent to undertake this work from the Trust in terms of the E waste (Management) Rules 2016 along with its amendments and it possesses all certificate mentioned under the said rules. GPW will be responsible for the statutory compliances including environmental compliances pertaining to the activities and services undertaken under this Agreement and University will not in any way be responsible for the same once the E-waste Scrap is handed over by Trust to GPW.
- 5.4 GPW has obtained all necessary permits licenses and other Central State or Local authorizations require to perform the services and upon request of Trust, GPW should also furnish copies thereof to the Trust.
- 5.5 GPW shall keep and retain adequate books and records and other documentation consistent with and for the periods required by applicable regulatory requirements and guidelines pertaining to performance of the services required under this agreement, said records books and documentation relevant to the above said purposes shall be available for inspection by Trust upon reasonable advance notice.
- 5.6 GPW shall use reasonable commercial and professional expertise to perform its obligations under this Agreement.
- 5.7 GPW shall ensure compliance required under applicable Labor Laws.
- 5.8 GPW shall not utilize the services of any sub-contractor or any third party unless expressly permitted or agreed by the Trust.
- 5.9 GPW 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.


Registrar
SGD University
Budhera, Gurugram

For Green PC World Pvt. Ltd.


Authorized Signatory

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 inclusive of all taxes.
- 6.3 All taxes applicable on sale of the Scrap will be borne by GPW.
- 6.4 All payments to Trust for supply of Scrap will be made one (1) day in advance of the agreed date of pick up from the Trust 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 advances paid by GPW will be adjusted against the price of Scrap supplied thereafter.
- 6.7 The Trust will intimate to GPW as and when the advance paid by it has been exhausted. Upon such intimation, GPW will have to make a fresh advance payment before the next date of pick up from Trust's warehouse location. Trust 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 Trust shall have the right to set off the advance payment made by GPW against any payments due from GPW 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 E-waste scrap 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 Trust shall not be liable, whether in contract, warranty, tort (including, but not limited to, negligence), to GPW 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 to adhere to its obligations under clause 5 of this Agreement, GPW shall be liable to pay liquidated damages to the Trust equivalent to an amount equal to 2 percent of the total Contract Value. In addition, Trust shall be free to seek any other legal remedy available to it.
- 7.4 Not with standing anything contained in this Agreement, GPW shall be liable, at all times, to keep Trust 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

Registrar
SGT University
Budhera, Gurugram

For Green PC World Pvt. Ltd.


Authorized Signatory

any failure of GPW 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 GPW will at all times protect the best interests of Trust during the performance of services under this Agreement. GPW will indemnify Trust and hold the Trust, 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) GPW's breach of any of its obligations under this Agreement, (ii) GPW's failure to perform the services as required under the agreement, (iii) the acts or omissions of its employees, agents or representatives (iv) any representation made by GPW 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 GPW or its personnel/employees arising under or in connection with this Agreement (v) non-compliance with applicable laws and regulations including but not limited to E-waste (Management) Rules 2016

8.2 The forgoing indemnity to Trust shall apply to claims including, but not limited to:

- a) Claims for personal injuries (including death) of any of Trust officers, employees, workers, agents and directors, arising out of reasons attributable to the fault of or negligence of GPW;
- b) Loss of and / or damage to any and all property of Trust
- c) Violations or alleged violations of applicable laws, rules and regulations or the terms of this Agreement by EZR, its employees or agents;
- d) Any breach of any representation or warranty by EZR, 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 EZR, 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 1st of May, 2023 ("Effective Date") and shall remain valid till 30th April, 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 Trust may terminate this Agreement by written notice to GPW, effective immediately if GPW 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 Trust with 15 (Fifteen) days prior written notice to GPW. 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 Trust may have in law or in equity for GPW breach of its obligations hereunder.

10. CONFIDENTIALITY

GPW will receive all Confidential Information in good faith, hold the same in trust for Trust and will use it only for performing its obligations in respect of this Agreement. GPW will not disclose any Confidential Information to any third party except as expressly authorized by Trust. This document, other documents concerning the SERVICES and all confidential information exchanged in accordance with the terms of Service are to be kept strictly confidential by the GPW except to their advisors, on a need to know basis, for the purpose of implementing the transactions contemplated by this agreement and to the extent that disclosure is required by law. GPW agree that any proprietary business and/or technical information or

Registrar
SGT University
Budhera, Gurugram

For Green PC World Pvt. Ltd.


Authorized Signatory

- B. GPW is desirous of entering into an agreement with the University for purchasing E-waste scrap from Dashmesh Educational Charitable trust.

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:

- 1.1. "E Waste Scrap" shall mean waste electric and electronic equipment, whole or in part and scraps or rejects which are intended to be discarded .
- 1.2. "Contract Value" shall mean total consideration paid by GPW to Trust for the supply of Scrap E Waste under this Agreement.

2. ORDERING

2.1 During the term of this Agreement and any extension hereof and subject to availability of E Waste Scrap as intimated by the Trust to GPW, Trust agrees to supply to GPW E Waste Scrap belonging to the Trust on such terms and conditions as hereinafter mentioned in this Agreement on a non-exclusive basis.

3. PICK UP & TRANSPORTATION

- 3.1. The Trust and GPW will agree on the date and time for pickup of E Waste Scrap from Trust's warehouse after mutual discussion.
- 3.2. Upon agreement as to the date and time, the E Waste Scrap will be picked up from Trust's warehouse location by GPW.
- 3.3. It shall be GPW's obligation to arrange for transportation of E Waste Scrap from Trust's warehouses to Mill and shall be recycled at its own cost. GPW will send the confirmation email to the Trust on the arrival of every vehicle at Plot no.14, Sector -37 pace city -1 Guru gram, Haryana (hereinafter referred to as "recycling site").
- 3.4. GPW is solely obliged to arrange for any manpower/labour required to load and unload E Waste Scrap on to the vehicles for transportation from Trust's warehouses to the recycling site at its own cost. The risk and title in the E-Waste scrap will pass on to GPW upon pick up from Trust warehouses and GPW alone shall be solely responsible for the same hereafter.
- 3.5. At the time of pickup of the E Waste scrap from Trust warehouses, GPW will issue a challan/ evidencing receipt of the same by GPW.
- 3.6. All vehicles arranged for transportation of the Scrape E- Waste from Trust's warehouse location will be weighed at two different weigh bridges located near the Trust'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. Trust will not provide any space to GPW or its representatives for tearing of Scrap E Waste at its warehouse location. Trust will also not provide any manpower for doing the same.
- 3.8. Parties agree that the Scrap E Waste is being supplied by Trust to GPW on "as is and where is" basis.

Registrar
SGT University
Budhera, Gurugram

For Green PC World Pvt. Ltd.

Minoj
Authorized Signatory

12.5 GPW shall allow its employees, workers, or subcontractors (including any employees or staff thereof) access to Trust 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. GPW 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 Trust, GPW shall prepare and deliver to Trust, 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 GPW shall:

- (a) maintain a complete set of records to trace the supply chain of all goods or services provided to the Trust in connection with this Agreement; and
- (b) Implement appropriate supplier and subcontractor audits to monitor compliance with the terms of this clause.

12.8 GPW shall notify the Trust 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 Trust and/or its authorized representatives shall have the right at any time upon written request and reasonable notice to visit GPW 's sites and/or review or audit GPW 's books, records and files relating exclusively to this Agreement (or any other business transaction with Trust for the purposes of verifying that GPW is in compliance with the terms of this clause 12 and GPW will promptly provide information and answer any reasonable questions that Trust may have relating to GPW's performance of this Agreement. In the event that GPW notifies Trust of any breach of this clause 12 or the Trust has reasonable grounds to suspect that GPW may be in breach of this clause 12 then, at the written request of Trust, GPW shall allow Trust and/or its authorized representatives to exercise its audit rights under this clause at such time as Trust shall specify.

12.10 GPW shall implement a system of training for its employees and/or subcontractors to ensure compliance with the terms of this clause, and GPW 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 Trust on request.

12.11 The Trust may terminate this Agreement with immediate effect by giving written notice to GPW and recover from GPW 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 GPW commits a breach of this clause.

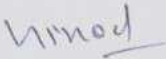
12.12 At the request of Trust, GPW shall provide all reasonable assistance to enable Trust to resist any claim, action or proceedings brought against Trust as a consequence of any breach of this clause.

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.

Registrar
SGT University
Budhera, Gurugram

For Green PC World Pvt. Ltd.


Authorized Signatory

material received orally or in writing and which is designated as "Confidential" or similar restrictive legend (hereinafter "Confidential Information") provided in connection with this Agreement will be held and maintained in confidence, including this Agreement and its annexes, and shall not be disclosed to any third party without the prior written consent of the other party. GPW agrees to use the same means it uses to protect its own Confidential Information, but in any event not less than reasonable means, to prevent the disclosure of such Confidential Information to outside parties. The obligation upon the parties to protect the Confidential Information of the other under this MOU shall survive any expiration or termination of the relationship between the parties for any reason. GPW acknowledges any breach or threatened breach of confidentiality under this Agreement will result in irreparable harm to Trust for which damages would be an inadequate remedy. Therefore, Trust shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of confidentiality. Such equitable relief shall be in addition to Trust rights and remedies otherwise available at law.

11. INTELLECTUAL PROPERTY RIGHTS

- a. Nothing contained in the Agreement shall be construed as a transfer of any intellectual property rights in favour of GPW. GPW will not use the trademarks, service marks, proprietary words or symbols of the Trust or any third-party without the express prior written consent of the Trust.

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 GPW represents, warrants and undertakes to the Trust 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 GPW 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 GPW 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 GPW 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 GPW 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.

Registrar
SGT University
Budheta, Gurugram

For Green PC World


Authorized Signatory

RATE OF E- WASTE SCRAP

S.N	Item Name	Mou	Unit price (In Rs.)
1	Keyboard	Per Unit	10
2	CRT Monitor (Lenovo)	Per Unit	300
3	Printer All in -one	Per Unit	260
4	TFT Monitor (HP)	Per Unit	210
5	Projector (Sharp)	Per Unit	150
6	Fax Machine	Per Unit	80
7	Laser Jet Printer Scanner (HP)	Per Unit	250
8	Thermal Printer	Per Unit	75
9	Hard Disk Sata (Desktop)	Per Unit	65
10	Hard Disk IDE	Per Unit	65
11	Floppy	Per Unit	4
12	CDROM	Per Unit	1
13	Deskjet Printer	Per Unit	150
14	DVR	Per Unit	105
15	Dot-matrix Printer	Per Unit	105
16	Scanner (Canaan)	Per Unit	30
17	CPU Empty Cabinet	Per Unit	50
18	CPU System with all Parts	Per Unit	310
19	Server	Per Unit	1350
20	Barcode Scanner	Per Unit	25
21	Motherboard	Per Unit	55
22	CRT Monitor Board	Per Unit	25
23	Computer SMPS	Per Unit	25
24	CPU Cabinet Lead	Per Unit	10
25	Laptop (Old)	Per Unit	1100
26	UPS 600 VA	Per Unit	180
27	UPS 1 KVA	Per Unit	290
28	Cartridge	Per Unit	7
29	PCI Card	Per Unit	25
30	Mouse	Per Unit	5
31	Router (D link)	Per Unit	75
32	Switch	Per Unit	200
33	Electric Scrap Wire Bundle	Per KG	45
34	VGA Convertor	Per Unit	15
35	Access Point	Per Unit	50
36	UB Nano Station	Per Unit	75
37	UB Air Grid	Per Unit	10
38	Antina	Per Unit	15
39	Projector Screen 4x6	Per Unit	50
40	CPU FAN	Per Unit	10
41	Cable Manager	Per KG	18
42	Plastic Scrap	Per KG	18
43	Misc. Scrap	Per KG	18
44	CCTV Cable	Per KG	10
45	UPS Battery	Per KG	65


Registrar
 SGT University
 Budhera, Gurugram

For Green PC World Pvt. Ltd.


 Authorized Signatory

Annexure - 1

Other Than above list the following scrap material item price are as follows-

1.E-Waste Scrap Material @ Rs.33/-PER KG

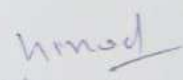
2.Batteries Scrap @ Rs.65/-PER KG

The above given price is inclusive of all applicable taxes.

The items to be sold as scrap, based on unit or kg basis to be decided by GGSECT representative, when decision shall be final.

Registrar
SGT University
Budhera, G

For Green PC World Pvt. Ltd.


Authorized Signatory

a. Address for correspondence of the Trust:

Name
Designation
Address
Email

Address for correspondence of GPW:

Name : Vinod Yadav
Designation : Director
Address : Pace city, sector -37,Gurgaon
Email :

14. GENERAL

- a. If any provision of this Agreement is held for any reason to be in effective 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.
- b. The Parties acknowledge and agree that this Agreement has been executed on non-exclusive basis.
- c. No waiver by of any breach of this Agreement by GPW will be treated as a waiver of any subsequent breach of the same or any other provision, unless expressly provided by the Trust in writing.
- d. 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.
- e. This Agreement shall be printed and executed in one original copy, which shall be retained by the Trust and GPW may retain a copy of the duly executed instrument for its records.
- f. GPW may not assign, charge, license, subcontract, delegate or transfer its obligations herein in any way whatsoever, except with the prior written consent of the Trust. Trust may assign its obligations/performance under this Agreement without the consent of GPW to (i) any related entity of the Trust (ii) any successor (by merger, consolidation, purchase of assets or otherwise) of the Trust, or (iii) any entity or person that acquires, upon the sale or other disposition by Trust, the facilities responsible for or associated with the books.

15. DISPUTE RESOLUTION AND JURISDICTION

This Agreement is governed by Indian law (in relation to both contractual and non-contractual obligations) and the courts at Guru gram, 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 Gurugram, Haryana. The Dispute shall be referred to a sole arbitrator who shall be a

Registrar
SGT University
Budhera, Gurugram

For Green PC World Pvt. Ltd.

Vinod
Authorized Signatory

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.

16 INDEPENDENT CONTRACTOR:


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.

17 SURVIVAL

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.

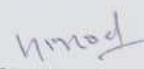
Signed and delivered for and on behalf of
Guru Govind Singh Educational Charitable
Trust


Registrar
SGT University
Budhera, Gurugram

(Signature)

:

Signed and delivered for and on behalf of
M/s GREEN PC WORLD PVT.LTD
For Green PC World Pvt. Ltd.


Authorized Signatory

(Signature)

Name:

Title:

Date: