

#### THE OXFORD DENTAL COLLEGE

(Recognized by the Govt. of Karnataka, Affiliated to Rajiv Gandhi University of Health Sciences, Karnataka & Dental Council of India, New Delhi)

Bommanahalli, Hosur Road, Bangalore – 560 068.

Ph: 080-61754680 Fax: 080 – 61754693E-mail:deandirectortodc@gmail.com

Website: www.theoxford.edu

# Agreements/MOUs for BIO-MEDICAL AND E-WASTE MANAGEMENT

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Certificate No.

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Certificate Issued Date

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Account Reference

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Unique Doc. Reference

SUBIN-KAKAKSCUB08142981882098851

Purchased by

MARIDI BIO INDUSTRIES PVT LTD

Description of Document

: Article 12 Bond

Description

: AGREEMENT

Consideration Price (Rs.)

(Zero)

First Party

: MARIDI BIO INDUSTRIES PVT LTD

Second Party

: OXFORD DENTAL COLLEGE BOMMANAHALLI

Stamp Duty Paid By

MARIDI BIO INDUSTRIES PVT LTD

Stamp Duty Amount(Rs.)

(Fifty only)





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### MEMORANDUM OF UNDERSTANDING Reg.No: 338

M/s. Maridi Bio Industries Pvt Ltd., having its registered office at No .8, SUNAGA ARCADE, 4th Floor, 1st Main, 8th Cross, S.R.nagar, Bangalore-560027, Phone No: 080-41512958/22103270, Email id: maridibmw@gmail.com .and having Its Plant at Sy.No.1/37 & 1/38, 35th Milestone, Gabbadi Kaval, Kanakapura Road, Ramanagar District, here in after referred to as, M/s. Maridi Bio Industries Pvt Ltd. represented by its Authorized Signatory and M/s. OXFORD DENTAL COLLEGE BOMMANAHALLI its Dental College at Bommanahalli Circle, Bangalore Mob: 9980135517. Email: deandirectortode@gmail.com. Here in after

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referred to as M/s. **OXFORD DENTAL COLLEGE** is hereby agreed and come to the Memorandum of Understanding on this 17<sup>th</sup> Day of August month year 2021 as detailed below:

- a. M/s. Maridi Bio Industries Pvt Ltd. with consent from Karnataka State Pollution Control Board is having a common treatment facility for Managing Bio-Medical Waste in Ramanagaram district at 36<sup>th</sup> Mile Stone, Kanakapura Road. The facility is having a state of art Auto clave system along with the shredder and Incinerator.
- b. M/s. OXFORD DENTAL COLLEGE having gives its bio-medical waste properly packed in color-coded bags as per pollution control Board regulations for treatment and final disposal to M/s. Maridi Bio Industries Pvt Ltd. The waste should be given at one single point by the M/s. OXFORD DENTAL COLLEGE at given time of M/s. Maridi Bio Industries Pvt Ltd. Vehicle.
- c. M/s. Maridi Bio Industries Pvt Ltd. will charge a price of Rs.8800/-Per Month (Rupees Eight Thousand Eight Hundred only); (Excluding Poly bags) transportation, treatment and final disposal of biomedical waste. This Price will be fixed for a period of Two (1) year from date of this agreement and thereafter there will be 12% (Twelve Percent) escalations in the price for every one-year on existing rate.
- d. M/s. OXFORD DENTAL COLLEGE will not enter into any agreement with any other party or organization for the waste treatment and disposal unless cancel of this agreement.
- e. M/s **OXFORD DENTAL COLLEGE** is assuring that payment should be made through Account Payee cheque In favour of M/s. **Maridi Bio Industries Pvt Ltd.** on or before 5th of every month.
- M/s. Maridi Bio Industries Pvt Ltd. is not responsible for any cash payments and also we will collect cheque bounce charges.
- g. In case of non-receipt of payment on the agreed date from M/s. OXFORD DENTAL COLLEGE M/s. Maridi Bio Industries Pvt Ltd., will stop the collection of waste immediately with intimation to Karnataka State Pollution Control Board. The delayed payments will be collected with an interest of 18% per annum.
- h. M/s. Maridi Bio Industries Pvt Ltd. will collect bio medical Waste Regularly as per Mentioned in Registration Form (Except Sunday) and treat the waste as per the regulations. M/s. Maridi Bio Industries Pvt Ltd. will not collect any General waste that is not segregated or not properly packed M/s. Maridi Bio Industries Pvt Ltd. will not collect general garbage.



PRESIDENT
Children's Education Society (R)
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- i. M/s. Maridi Bio Industries Pvt Ltd. will issue a proof of waste collection from M/s. OXFORD DENTAL COLLEGE as per your declarations in the application form. This will help the individual Clinic for getting compliance with the State Pollution Board. The individual Clinic/Nursing home can take their Authorization from the pollution control board by informing the board that M/s Maridi Bio Industries Pvt Ltd. treats their waste (The same has to be mentioned in the Authorization Form.
- j. In case OXFORD DENTAL COLLEGE find any irregularities in collection of waste, they can send a notice in writing to M/s. Maridi Bio Industries Pvt Ltd. for immediate action.
- k. M/s Maridi Bio Industries Pvt Ltd. will maintain their plant in good running condition all the time and ensure continuity of service as per agreement with your OXFORD DENTAL COLLEGE.
- 1. This Memorandum of understanding is entered into on the express understanding that M/s Maridi Bio Industries Pvt Ltd. will maintain and run the facilities and collect transport and treat the waste at their plant strictly in accordance with the consent of the Karnataka State Pollution Control Board and it shall be the responsibility to obtain the consent and keep the same always current.
- m. In case of violation of any of the agreed condition of the MOU by either side. Issue of notice may terminate this MOU three months in advance by either party for terminating their respective obligations.
- n. All disputes to this understanding are subject to the Jurisdiction of the court in Bangalore only.
- o. MOU Renewal Charges of Rs.200 Extra for next Year.

p. This Agreement is effective from 01.07.2021 to 30.06.2022.

For M/s. Maridi Bio Industries Pvt Ltd

thorized Signatory

For M/s OXFORD DENTAL COLLEGE

**Authorized Signatory** 

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Unique Doc. Reference : SUBIN-KAKAKSCUB0814298188209885T
Purchased by : MARIDI BIO INDUSTRIES PVT LTD

Description of Document : Article 12 Bond

Description : AGREEMENT
Consideration Price (Rs.) : 0

(Zero)

First Party : MARIDI BIO INDUSTRIES PVT LTD

Second Party : OXFORD DENTAL COLLEGE BOMMANAHALLI

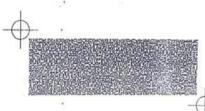
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THE OXFORD EDUCATIONAL INSTITUTIONS

: Article 5(J) Agreement (In any other cases)

AGREEMENT

(Zero)

SOGO SYNERGY PVT LTD

: THE OXFORD EDUCATIONAL INSTITUTIONS

: THE OXFORD EDUCATIONAL INSTITUTIONS

: 200

(Two Hundred only)

Authorized S For Stock Holding Corporation of India Ltd.





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Page 1 of 6

# E-WASTE DISPOSAL AGREEMENT

This E-waste Disposal Agreement ("Agreement") is made on 25th March 2022

(25-03-2022) at Bengaluru

PRESIDENT Children's Education Society (R)
1st Phase, J.P. Nagar,
1mp Notice Report No. 260 078.





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Page 2 of 6

#### BY AND BETWEEN:

Sogo Synergy Pvt. Ltd.,
(A Company registered under Companies Act, 2013)
3<sup>rd</sup> Floor, D-1/1,
Hayes Court,
Richmond Town,
Bengaluru – 560 025
Represented by its Vice-President
G.R. LAWHALE,
Mob No. 9538011011

hereinafter called as "Sogo Synergy" which expression wherever the context so requires or admits, shall mean and include its respective heirs, legal representatives, administrators, executors and assigns or any person claiming through or under it.

#### AND

The Oxford Educational Institutions
Hosur Road,
Bommanahalli Campus,
Bengaluru − 560 068
Under the aegis of Children's Education Society®
(A Society registered under Karnataka Societies Registration Act, 1960)
30th Main, 1st Phase,
JP Nagara,
Bangalore- 560 078
PAN AAATC1553A
represented by its President
SNVL Narasimha Raju
Mob No. 9845037176

hereinafter called as "Society" which expression wherever the context so requires or admits, shall mean and include its respective heirs, legal representatives, administrators, executors and assigns or any person claiming through or under it.

Whereas the Society has IT and all electrical, electronic products/service related hardware material or any other material as may be specified by the Society (the "Material" as hereinafter defined) that it may from time to time wish to dispose off, and SOGO SYNERGY desires to execute a complete dismantling & disposal program on behalf of the Society;

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Now, therefore, Society shall provide and SOGO SYNERGY shall dismantle & dispose off the Material in accordance with the following terms of this Agreement.

## Waste Material

1. Waste Material is hereinafter defined as waste of all forms of electronics equipment, IT equipments like Desktops, Monitor, Servers, Modems & Converters, Switches, ADSL, CPE Telecommunication equipments including but not limited to E-waste in the form of desk tops, servers, network personal equipments, monitors, telephony, printers, faxes, copiers, data assistants process control equipment, server towers, server rack, scanners, batteries, server battery backups, uninterruptable power supplies, electronic storage media and all accessories and peripherals for above mentioned equipments including toners which Society may want to dispose.

#### Services

2. SOGO SYNERGY shall provide following services to collection, transportation and destruction of Waste Material from various locations of the Society. Society will notify places for pick up as per the accumulation of Waste Electrical and Electronic Equipment (WEEE) with different locations pan India collection of the Material, within 15 working days or case to ease from the date of notice duly informed by Society by an authorized representative of the Society.

#### Destructions

3. SOGO SYNERGY shall destruct the entire quantity of Material within 30 working days of receipt of material. Society's authorized representative may also witness the destruction at SOGO SYNERGY facility located at Bengaluru. SOGO SYNERGY shall provide the Society written confirmation through "Certificate of Destruction".

#### Payment

4. SOGO SYNERGY shall bear all handling costs for the Waste Material collected from the Society in full and all costs associated with the provision of the Services rendered. SOGO SYNERGY shall pay the Society, for the E-waste collected from the Society as per the rates on the basis of case to case inclusive of all taxes.

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#### Warrantee

- SOGO SYNERGY Representation and Warranties –
- 5.1 While performing all Services hereunder, SOGO SYNERGY agrees to comply with all applicable permits, all Central, State and local laws, regulations and ordinances and all duly constituted authorities upon request of the Society.
- 5.2 SOGO SYNERGY shall furnish copies thereof in advance. SOGO SYNERGY hereby specifically agree and confirm that it is fully competent to undertake this work from the Society in terms of the "E-waste (Management and Handling) Rules, 2016" and it possesses all the certificates mentioned under the said Rules.
- 5.3 SOGO SYNERGY will be responsible for the statutory compliances including environmental compliances pertaining to the activities and Services mentioned above, "E-waste (Management and Handling) Rules, 2016" and the Society will not in any way be responsible for the same once the Waste Material is handed over by the Society to SOGO SYNERGY.
- 5.4 SOGO SYNERGY has obtained all necessary permits, licenses and other central, state or local authorizations required to perform the Services and upon request of the Society, which shall also furnish copies thereof to the Society.
- 5.5 SOGO SYNERGY 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 by this Agreement. The said records, books and documentation relevant to the above-said purpose shall be available for inspection by the Society upon reasonable advance notice.
- 5.6 SOGO SYNERGY shall not resell the Waste Material in the original form which has been collected from the Society except after totally destroying the Waste Material.
- 5.7 As an integral part of this Agreement, SOGO SYNERGY hereby represents that they or any of their officials or representatives shall not give or promise to give any money or gift to any employee/official of the Society to influence its decisions regarding this Agreement, nor shall they exert or utilize any unlawful influence to solicit or secure this Agreement through a promise to pay a commission, percentage, brokerage or contingent fee.

5.8 SOGO SYNERGY shall ensure that the Waste Material is transported safely and there is

no leakage during transit.

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- 50 SOGO SYNERGY confirms and warrants that the Waste Material so collected by it under this Agreement shall not be misused by it directly or indirectly or dealt with in any other manner other than as expressly stated in this Agreement and agrees to indemnify the Society in case such representation/warranties are breached
- 5.10 SOGO SYNERGY shall ensure that all Government approvals, statutory compliances as per E Waste Rules as mentioned above and QEHS Quality, Environment, Health and Safety standards
- 5.11 SOGO SYNERGY shall also assist the Company in maintaining records, statutorily required to be maintained in terms of the above mentioned E-waste Rules, pertaining to e-waste collected from the Society
- 6. **Business Continuity Management Plan**
- SOGO SYNERGY shall ensure that at all times it has in place and is able to implement a business continuity and disaster recovery plan which will ensure the continued performance and operational resilience of the Services/deliverables provided by SOGO SYNERGY.
- SOGO SYNERGY shall be open to the audit of its business continuity arrangements by the Society as and when required by the Society.
- Society's Representations and warranties
- The Society has free and unencumbered title to all Waste Material delivered to SOGO SYNERGY pursuant to this Agreement.
- The Society shall not knowingly ship Hazardous Wastes to SOGO SYNERGY pursuant to this Agreement. In the event Hazardous Wastes are identified upon receipt at or during subsequent processing, such substances shall be quarantined, in a manner sufficient to reasonably protect human health and real and personal property.
- The Society shall issue all proper despatch documents (invoices, gate pass, declarations, GST forms etc.), wherever applicable, and Form 6 as per the hazardous waste manifest for transportation along with the Waste Material authorisation and ownership Transfer letter for transport.

#### Period of Agreement

This agreement shall be in force for 5 years effective from 1th day of April 2021 unless and until terminated in a manner set-forth in paragraph. This Agreement may however be

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terminated by the Society at any time during the term, without giving any advance notice to SOGO SYNERGY, in case SOGO SYNERGY fails to comply with its obligations under this Agreement.

# Termination of Agreement

9. This Agreement may be terminated at any time by the Society or SOGO SYNERGY, delivering upon 30 days' written notice to the Society or SOGO SYNERGY and in the event of such termination, they will be paid for services performed or amounts due for Waste Material processed up to the date of such termination and not thereafter.

#### Modification

10. This Agreement may not be modified, waived, or extended unless mutually agreed to in writing and it may not be terminated except as provided above. A waiver by either of them of any terms and conditions of this Agreement in one or more instances will not constitute a permanent waiver of such terms and conditions unless so stated in writing.

#### Resolution of Disputes

11. The Society and SOGO SYNEGRY shall endeavour to resolve any problem or divergence resulting from the interpretation or application of this Agreement in a spirit of cooperation and mutual understanding. In the event of any dispute or difference arising out of/relating to this Agreement between them, the same shall be settled by arbitration in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Any dispute shall be subject to Bengaluru Jurisdictions.

IN WITNESS WHEREOF both the Society and Sogo Synergy hereto have executed this Agreement on the date first written above.

For and on Behalf of

BENGALURU

Sogo Synergy Pvt. Ltd Authorized Signatory

Milale

G.R. LAWHALE Vice-President

vice-President

Witnesse

B.S. VIJAY

Children's Education Society® Authorized Signatory

SNVL NARASIMA RAJU

President PRESIDENT Children's Education Society (R)

1st Phase, J.P. Nagar, Bangaiore - 560 078.

Witnesses 2

G. KRISHNA



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