**AGREEMENT FOR SALE OF SCRAP**

This Agreement for Sale of Scrap (“**Agreement**”) is entered into on the [●] of [●], 2018 at [●] by and:

BETWEEN

**Decathlon Sports India Pvt. Ltd.,** a company incorporated under the Companies Act, 1956 having its registered office at Survey No - 78 / 10 A2, Chikkajala Village, Bellary Road, Bangalore - 562157, represented by Anirudh Sridhar, (hereinafter referred to as the **“Seller**”, which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to include its successors in interest and assigns) of the **ONE PART;**

AND

Ecowise Trading Private Limited, a company incorporated under the Companies Act, 1956 having its registered office at C-92,Defence Colony, New Delhi-11002, represented by Naina Gupta (hereinafter referred to as “**Buyer**” which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to include its successors in interest and permitted assigns) of the **OTHER PART.**

The Seller and the Buyer may be referred to individually as a “**Party**” and together as the “**Parties**”, as the context may so require.

A. The Seller is engaged in the business of wholesale and retail sale of sports goods. The Seller has registered itself under the provisions of the Goods and Service Tax (“GST”) and has its GST registration numbers as set out in **Schedule A.**

B. The Buyer is a company engaged in business of collection and management of all types of non-hazardous waste. The Buyer’s GST registration numbers along with the list of all services rendered by the Buyer and the corresponding Service Accounting Codes (SAC)/Harmonized System of Nomenclature (HSN) are listed in **Schedule B**,

C. The Seller is desirous of availing the said scrapping services at Decathlon’s Anubhav Store located at Hennur Road, Survey No 12/2, Hennur Main Road, Byrati Village, Kothanur Post, Opp Arge Helios, Bengaluru, Karnataka 560077 (“**Location**”).

D. The Buyer has agreed to render their Services (defined below hereinafter) to the Seller on the terms and conditions set ut hereunder based on the mutual agreement between the Parties.

**Article 1 – Subject of the Agreement**

a. This Agreement aims at defining the main rules, technical, commercial, operative and legal conditions which shall govern the Services by the Buyer to the Seller.

**Article 2 - The Services Provided by the Buyer**

1. Subject to the terms and conditions of this Agreement, the Buyer shall purchase from the Seller and perform the waste management services, as elaborated in the **Schedule D** (“**Services**”) attached hereto. The Parties may enter into additional agreements for Services, which may constitute as addendums to this Agreement subject to the terms and conditions of this Agreement. Each addendum shall be in writing, properly executed by the Parties, referring to this Agreement, and shall be prepared in substantially the same form as provided hereunder.
2. The relationship created by this Agreement is one of independent contractors, and not partners, franchisees or joint ventures. No employees, buyers, sub-contractors or agents of one Party are employees, buyers, contractors or agents of the other Party, nor do they have any authority to bind the other Party by contract or otherwise to any obligation, except as expressly set forth herein. Neither Party will represent to the contrary, either expressly, implicitly or otherwise. Both the Parties agrees to defend, indemnify and hold the other Party harmless from any and all claims, damages, liability, attorney’s fees and expenses on account of an alleged failure by any of the Party to satisfy any such obligations as per the terms of this Agreement.

**Article 3 -Terms of Invoicing and payment**

* 1. For the Services performed by the Buyer, the Seller shall raise a sales invoice to the Buyer as per the format specified in **Schedule E (“Sales Invoice”)**. The Sales Invoice shall be raised by the Seller to the Buyer on the same day the Services are rendered and the Buyer shall be liable to pay the amount mentioned in the Invoice within 15 (fifteen) days of receipt of the same. The following shall mandatorily be mentioned on the Invoice:-

Buyers’ GST No.

HSN code for the goods sold as scrap

Seller’s PAN

Seller’s GST No.

Seller’s Bank Account details

Period for which invoice is being raised

* 1. If the total income of the Buyer does not exceed Rs. 20,00,000/- (Rupees Twenty Lakhs Only) per annum, the Buyer shall be obliged to give the Seller an undertaking, in the form of an affidavit, stating that the Buyer is not required to register under GST. The Buyer shall keep the Seller informed when it becomes mandatory for the Buyer to register under GST, and shall provide the Seller with the GST No. and Service Accounting Code. A format of the said affidavit is attached herein as **Schedule C**.
  2. The Buyer has agreed to provide the Services, and shall pay the Seller’s sales invoices as per the pricing mentioned in **Schedule F**. The pricing mentioned is exclusive of all applicable taxes from time to time. The Buyer shall be liable to pay applicable taxes on the pricing mentioned by the Buyer in pursuance of this Agreement.
  3. The Seller shall pay the Buyer for the Services provided by the Buyer as per the pricing mentioned in Schedule I. The pricing is exclusive of all applicable taxes from time to time. The Seller shall be liable to pay applicable taxes on the pricing.
  4. For all the Services performed by the Buyer, the Buyer shall raise an invoice to the Seller as per Schedule I (“**Purchase Invoice**”). The Purchase invoice shall be raised by the Buyer to the Seller on the same day the Services are rendered by the Buyer and the Seller shall be liable to pay the amount mentioned in the Purchase Invoice within 15 ( Fifteen) days of receipt of the same.
  5. All payments to be made under this Agreement shall be subject to taxes, as per the provisions of applicable tax statute.
  6. The Buyer agrees that the Buyer is not eligible for, and shall not participate in, any of the Seller’s employee benefit plans or programs, including, but not limited to bonus, vacation, health, pension, incentive compensation or other employee programs or policies (“**Benefits Plans**”). If for any reason the Buyer is deemed to be a statutory or common-law employee of the Seller by any governmental agency, court, or other entity, the Buyer hereby waives any right to, and agrees to neither seek nor accept, any benefits under the Benefits Plans, even if by the terms thereof the Buyer or its personnel might be eligible for such benefits.

**Article 4 - Representations, Warranties and Undertakings**

1. The Buyer represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder; (ii) the performance of its obligations and delivery of Services to the Seller will not violate any applicable laws or regulations, or cause a breach of any agreements with any third parties; and (iii) it has obtained all regulatory approvals / licenses to perform the Services covered by this Agreement (iv) The Buyer shall obtain its GST registration and be compliant with all tax laws, including but not limited to GST.
2. The Buyer agrees to keep confidential and not to disclose or make any unauthorized use of any trade secrets, marks, logos, proprietary information, confidential information, knowledge, know how, data or other information of the Seller or its customers which the Buyer knows, or has reason to know, is considered confidential by the Seller (collectively referred to herein as "**Confidential Information**"). Irrespective of the source of such Confidential Information, which the Buyer may have produced, obtained, learned or otherwise acquired in connection with this Agreement or through any other source, the Buyer agrees not to disclose such Confidential Information during the term of this Agreement and 3 (three) years thereafter, except to the extent that any such Confidential Information becomes generally known in the public through no direct or indirect role of the Buyer and which is required to be disclosed pursuant to any statutory or regulatory authority or court order. The Buyer agrees to use such Confidential Information solely to perform its obligations in connection with this Agreement and for no other purpose whatsoever.
3. The Buyer represents that the products which are bought by the Buyer from the Seller shall stay in the sole possession of the Buyer himself and the Buyer shall refrain from further selling the products to any other third party unless it is expressly disclosed to the Seller with prior notice and is approved by the Seller in writing. The Buyer shall also ensure that the products purchased from the Seller are dealt with in the manner for which the products are bought and the Buyer shall always share proof of the destruction (in the form of video, image and certification) done to the products purchased from the Seller, as and when applicable
4. Subject to timely receipt of the Consideration, Buyer shall provide Seller with a consolidated day wise waste collection details and a Monthly Sustainability Report which would state the total waste collected, recycled and recycling rates of the Seller after the receipt of full remittance of the service invoice. It is clarified that Sustainability Report will be based on the GHG (Green House Gas) protocol and GRI standards that captures the GHG emissions emitted as by the waste management efforts of Seller delivered through Buyer and its environmental impact on trees, water and electricity saved.
5. The Buyer shall keep the same valid throughout the subsistence of this Agreement and shall bring to the notice of the Seller any expiry, modification, or suspension of any such approvals / licenses and the initiation of any adverse action by the relevant authority concerned in relation thereto. In the event of a breach of representations, the Seller may invoke the right to terminate the Agreement, notwithstanding any other rights to seek for other specific or equitable remedies including but not limited to injunction.
6. The Buyer shall, subject to the terms of this Agreement, be responsible for the selection, hiring, assigning and supervising of the personnel and shall employ sufficient number of personnel to provide the Services in a prompt and efficient manner. The Buyer agrees that the personnel shall work under the supervision, control and direction of the Buyer.

1. The Buyer shall ensure that all its employees working are insured under the Buyer’s insurance policy.
2. The Buyer shall be compliant with the Seller’s Anti Bribery Policy as set out in **Schedule G** and shall pass the HRP assessment as set out in **Schedule H**.

**Article 5 – Indemnity, Damages and Penalty**

a. The Buyer agrees to indemnify, defend and hold the Seller harmless from and against any claim, liability, obligation, loss, damage, deficiency, assessment, judgment, cost or expense (including, without limitation to costs and expenses incurred in preparing and defending against or prosecuting any litigation, claim, action, suit proceeding or demand) of any kind or character, arising out of or in any manner incidental, relating, or attributable to any inaccuracy, breach, or failure by the Buyer to perform and observe the representations, warranties and services described in this Agreement, or arising out of any wrongful acts or omissions, negligence or misconduct of the Buyer, its affiliates, or its employees or its agents. The Buyer also agrees to indemnify the Seller against any claims, losses or damages that the Seller may suffer in the event the Buyer does not comply with any law or statutory obligations, including but not limited to GST. Notwithstanding anything contained elsewhere to the contrary, the Buyer agrees that if a remedy at law for any breach of the foregoing covenants be inadequate, the Seller may, in addition to any other remedies available, shall also be entitled to apply for specific performance or injunction either prohibitory or mandatory.

b. Damages - The Seller shall have the right to claim from the Buyer, any financial loss or penalties suffered by the Seller either due to any non-compliance of the law or statutory obligations, or due to any violation of this Agreement on the part of the Buyer.

c. Penalty - In the Event the Buyer breaches Article 4(c) of this Agreement specifically, then the Buyer shall be liable to pay to the Seller the cost of the products as penalty for breach of the Agreement.

**Article 6 - Term and Termination**

a**.** The term of this Agreement is effective for a period of [●] commencing from [●] (“**Term**”) unless otherwise terminated in accordance with this Agreement. Upon expiration of the Term of this Agreement, the Seller shall be entitled to renew this Agreement for a further period of [●] or for such other period, upon mutually agreeable terms and conditions.

1. T
2. he Parties may terminate this Agreement for convenience at any time for any reason, by providing the other Party not less than thirty (30) days’ prior written notice.

c. If the Buyer defaults in the performance of any material provision of this Agreement, the Seller may terminate this Agreement upon 15 (fifteen) days’ written notice thereof.

1. Upon termination of this Agreement, the Buyer shall still be bound to perform the Services and show proof of the same for all products bought from the Seller prior to the date of termination of this Agreement.

e. The expiration or termination of this Agreement for any reason will not release either Party from any liabilities or obligations set forth herein which (i) the Parties have expressly agreed will survive any such expiration or termination, or (ii) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.

**Article 7 - Assignment**

1. The Buyer shall not transfer or assign any of its rights or obligations under Agreement without the prior written consent of the Seller.

**Article 8 - Governing Law and Competent Jurisdiction**

a. The Agreement shall be governed by the laws of India. The courts in Bhubaneswar shall have the exclusive jurisdiction to adjudicate any matter involved hereunder.

###### Article 9 - Miscellaneous

a. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.

1. This Agreement along with the Schedules hereto embodies the entire agreement and understanding of the Parties hereto, and supersedes all prior or contemporaneous written or oral communications or arrangements between the Buyer and the Seller regarding the subject matter hereof.
2. The failure of either Party to insist upon the performance of any of the terms, covenants, or conditions of this Agreement or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any rights, and the obligations of the Party with respect to such future performance shall continue in full force and effect.

e. This Agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first set forth above.

**Seller: Decathlon Sports India Pvt. Ltd. Buyer: Ecowise Trading Private**

**Limited**

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**Authorised Signatory Authorised Signatory**

**Name: Name:**

**Designation: Designation:**

**SCHEDULE A**

**List of Decathlon’s GST registration numbers**

**Sl No. State Provisional ID**

**1 Maharashtra 27AAACL9861H1Z6**

**2 Gujarat 24AAACL9861H1ZC**

**3 Madhya Pradesh 23AAACL9861H1ZE**

**4 Chhattisgarh 22AAACL9861H1Z1**

**5 Odisha 21AAACL9861H1ZI**

**6 West Bengal 19AAACL9861H1Z3**

**7 Assam 18AAACL9861H1Z5**

**8 Uttar Pradesh 09AAACL9861H1Z4**

**9 Delhi 07AAACL9861H1Z8**

**10 Haryana 06AAACL9861H1Z8**

**11 Punjab 03AAACL9861H1ZG**

**12 Rajasthan 08AAACL9861H1Z6**

**13 Kerala 32AAACL9861H1ZF**

**14 Tamil Nadu 33AAACL9861H1ZD**

**15 Karnataka 29AAACL9861H1Z2**

**16 Telangana 36AAACL9861H1Z7**

**17 Andhra Pradesh 37AAACL9861H2Z4**

**SCHEDULE B**

**List of Buyer’s GST Registration numbers and SAC/HSN**

|  |  |  |
| --- | --- | --- |
| **Sl. No.** | **State** | **GSTIN** |
| [●] | [●] | [●] |

|  |  |  |
| --- | --- | --- |
| **Sl. No.** | **Service/Goods** | **SAC/HSN** |
| [●] | [●] | [●] |
|  |  |  |

**SCHEDULE C**

**Format of Letter of Undertaking as attached**

**SCHEDULE D**

**SERVICES**

The Buyer shall provide the following waste management services to the Seller:-

1. Pickup will be done before between [●] and [●] on [●] days of the week by the Buyer. Both Parties will work coherently to clear the stock in case of priority.
2. The process of municipal waste collection is as under :-
   1. All the waste generated at the client’s site must be segregated in following categories as per the Solid Waste Management Rules 2016: Segregation presentation can be shared on request
   2. Mixed Recyclable Waste
   3. Biodegradable Waste
   4. Inert Waste
   5. Hazardous Waste
   6. Horticulture waste
   7. Construction related waste
   8. Waste in the respective bins must be present in different colored bags for identification.
   9. The collected segregated waste is then brought to Buyer’s site and further segregated to ensure right treatment, recycling and disposal as per the SWM Rules 2016.
   10. All the waste must be provided to the Buyer at one location at the Seller’s premises.
3. The process of recyclable waste collection is as under:-
   1. All the different kind of recyclable waste will be weighed on the weighing scale brought by Eco Wise
   2. Weight of each kind of waste will logged in the log sheet and shared with the client on a monthly basis
4. All the scrap materials shall be weighed with proper weighing machines without any malpractice found before the representatives of both Parties.
5. All products collected by the Buyer will be recycled at respective recycling units without affecting the environment.
6. Buyer’s support number is [●] and Email - [●]
7. [●] will be the first point-of-contact from the Seller. [●] will be the first point-of- contact from the Buyer.

**SCHEDULE E**

**Invoice**

**(Format of Sales Invoice)**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |  |  |  |  | |  | **Original/Duplicate/Triplicate** | | | | | |
| **INVOICE** | | | | | | | | | | | | | | | | | |
| **GSTN No.** | | | | | **Transporter Name.** | | | | | | | | | | | | |
| **Name.** | | | | | **Vehicle No.** | | | | | | | | | | | | |
| **Address.** | | | | | **L.R./R.R. Nbr** | | | | | | | | | | | | |
| **Serial No. Of Invoice.** | | | | | **Mode of Transport. By Road/Rail/Air/Water** | | | | | | | | | | | | |
| **Date of Invoice.** | | | | | **Currency** | | | | | | | | | | | | |
|  |  |  |  |  |  |  |  |  |  | |  |  | |  | |  | |
| **Bill to details:** | |  |  |  | **Ship to details:** | | |  |  | |  |  | |  | |  | |
| **Name.** | |  |  |  | **Name.** | | |  |  | |  |  | |  | |  | |
| **Address.** | |  |  |  | **Address.** | | |  |  | |  |  | |  | |  | |
| **State.** | |  |  |  | **State.** | | |  |  | |  |  | |  | |  | |
| **State Code.** | |  |  |  | **State Code.** | | |  |  | |  |  | |  | |  | |
| **GSTIN/Unique ID.** | |  |  |  | **GSTIN/Unique ID.** | | |  |  | |  |  | |  | |  | |
|  |  |  |  |  |  |  |  |  |  | |  |  | |  | |  | |
| **Place of Supply** | |  |  |  |  |  |  |  |  | |  |  | |  | |  | |
|  |  |  |  |  |  |  |  |  |  | |  |  | |  | |  | |
| **Sl. No.** | **HSN Code/ SAC Code** | **Description** | **Qty** | **Rate (Per item)** | **Qty\*Rate** | **Delivery Charges** | **Taxable value** | **CGST** | | | **SGST** | | | **IGST** | | | |
| **Rate** | **Amt.** | | **Rate** | **Amt.** | | **Rate** | | **Amt.** | |
| **1** |  |  |  |  |  |  |  |  |  | |  |  | |  | |  | |
| **2** |  |  |  |  |  |  |  |  |  | |  |  | |  | |  | |
| **3** |  |  |  |  |  |  |  |  |  | |  |  | |  | |  | |
| **4** |  |  |  |  |  |  |  |  |  | |  |  | |  | |  | |
| **5** |  |  |  |  |  |  |  |  |  | |  |  | |  | |  | |
|  |  |  |  |  |  |  | **0** |  | **0** | |  | **0** | |  | | **0** | |
|  |  |  |  | **Total Invoice Value (In figures)** | | |  |  |  | |  |  | |  | |  | |
|  |  |  |  |  |  |  |  |  |  | |  |  | |  | |  | |
|  |  |  |  | **Total Invoice Value (In words)** | | |  |  |  | |  |  | |  | |  | |
|  |  |  |  |  |  |  |  |  |  | |  |  | |  | |  | |
|  |  |  |  | **Whether Invoice attracts Reverse Charge** | | |  |  |  | |  |  | |  | |  | |
|  |  |  |  |  |  |  |  |  |  | |  |  | |  | |  | |
|  |  |  |  |  |  |  |  |  |  | **Signature** | | |  | |  | |  | |
|  |  |  |  |  |  |  |  |  |  | |  |  | |  | |  | |
|  |  |  |  |  |  |  |  |  |  | |  |  | |  | |  | |

**SCHEDULE F**

**PRICES**

|  |  |  |
| --- | --- | --- |
| Sl.No. | Goods | Price per unit (piece/kg) (INR) |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
| 4 |  |  |
| 5 |  |  |
| 6 |  |  |

Price may be subject to revision upon mutual discussion and acceptance of the Buyer and Seller.



**SCHEDULE G**

POLICY AGAINST BRIBERY FOR DECATHLON’s BUYER

This policy against bribery and corruption (“Policy”) is effective and binding on the Buyer from the Effective Date of this Agreement.

* 1. Definition:

*Bribery* shall mean the offering, giving, receiving, or soliciting of any item of value to influence the actions of an authority/ officials or other person in charge of a public or legal duty for any commercial advantage.  It involves the act of offering, promising, giving or receiving a financial or other advantage with the intention to induce the receiving person for "improper performance" of a relevant function or activity.

Bribery includes various forms including but not limited to cash, illegal gratification, gifts\* and hospitality (e.g dinner, event tickets, holiday package, etc.,)

*Authority/ Officials* include public as well as private persons and shall also cover any Authority/ Officials who is located out of India.

* 1. Obligations of the Buyer   :
     1. The Buyer agrees and represents that he is/ shall not indulge into any act of Bribery, on behalf on of Decathlon, either directly or through intermediaries such as agents, consultants, advisers, distributors or any other business partners in relation to the Services rendered to Decathlon.
     2. The Buyer agrees and represents that he shall always consult/ obtain Decathlon’s consent prior to interacting with any Authority/ Officials on behalf of Decathlon, if required in relation to the Services during the course of this Agreement
     3. The Buyer is aware of that Decathlon stands by its ethical values and doesn’t tolerate Bribery, at any cost, whatsoever and hence, the Buyer shall never approach Decathlon with any form of Bribery with the intention of influencing Decathlon for any commercial benefits/ advantages in respect to the Services hired by Decathlon.
     4. The Buyer warrants and represents that during the term of the Agreement, he shall immediately bring to the notice of Decathlon incase any Authority/Officials approaches the Buyer with the intention of gaining any benefits, favours or advantage from Decathlon and shouldn’t commit/ represent such party on the behalf of Decathlon, unless otherwise permitted by Decathlon.
     5. The Buyer shall not make any political or any other contributions to any third party on behalf of Decathlon, unless otherwise permitted by Decathlon.
     6. The Buyer shall not make any form of wrongful representations or make false endorsement (either implied or expressed) to any third party on the behalf of Decathlon with the intention to promise for any employment offers, internships, tender, etc, in Decathlon in lieu of any benefits, favours, etc.
     7. For any communications related to payment, approval, etc required from Decathlon in relation to this Agreement, the Buyer shall coordinate with only the authorized representatives of Decathlon as assigned from time to time.
     8. The Buyer warrants and represents that it shall comply with all applicable laws and regulations related to anti-corruption and Bribery during the term of the Agreement.
  2. Right to Audit   :
     1. The Buyer agrees that Decathlon shall have the right, at any point of time, upon reasonable prior notice, to audit Buyer to ensure its compliance with respect to this Agreement and to inspect all evidentiary documents related to statutory obligations under the applicable laws that the Buyer is liable in respect to the Services.
     2. The Buyer agrees to provide its complete cooperation and grant access to/ make available all relevant documents and materials as reasonably required for the purpose of the audit, as requested by Decathlon.
     3. Decathlon may appoint an external auditor to perform the audit and if so, the appointed auditor shall be granted access/ provided with all the relevant information and also granted permission to enter the Buyer’s premise (if required) for the purpose of the audit.
  3. Breach of the Policy:

The Buyer’s breach of any obligation set out in this Policy and/ or the Buyer’s refusal to audit Buyer’s records/ failure to provide any relevant document related to the audit shall be deemed to be a material breach of this Agreement, and Decathlon shall have the right to immediately terminate this Agreement as per specified in the Agreement.

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\*Material or immaterial presents, sums of money, holidays, disproportionate discounts, etc.,

**SCHEDULE H**

**HRP Assessment Declaration**

HRP Assessment Declaration filled and duly signed by the Buyer is attached hereunder-

(HRP assessment file is available at [https://docs.google.com/spreadsheets/d/1Gl-YXXXXgQeV8y-kGvzmJaC-aLJZgwRI9UhRRxIJv3XY/edit](https://docs.google.com/spreadsheets/d/1Gl-YX_XgQeV8y-kGvzmJaC-aLJZgwRI9UhRRxIJv3XY/edit))

**SCHEDULE I**

**Pricing of Purchase Invoice**

1. Waste Collection Charges shall be Rs. 1500/- Rs 10/- (Rupees Fifteen Hundred Only) plus GST (18%) per collection of Waste.
2. The rates for recyclable scraps items (exclusive of GST) shall be as below:-

|  |  |  |
| --- | --- | --- |
| Sl.No. | Recyclable Scraps Items | Rates (exclusive of GST) |
| 1 | Cardboard | Rs 5/- (Rupees Five Only) per kg |
| 2 | Plastic Hangers (black) | Rs 3/- (Rupees Three Only) per kg |
| 3 | Mix Plastic Waste (Only LD, PP and HDPE) | Rs 10/- (Rupees Ten Only) per kg |
| 4 | Wood | Rs1/- (Rupees One Only) per kg |
| 5 | Iron | Rs 10/- (Rupees Ten Only) per kg |

1. Price may be subject to revision upon mutual discussion and acceptance of the Buyer and Seller.