

ALUMINIUM SCRAP SUBLET AGREEMENT

This sublet agreement is made between

Party 1 A.K. Enterprises

and

Party 2

Bluechip legal solutions opc pvt Ltd.

on _____ day of _____ at _____

The FIRST PARTY (COMPANY 1 AND COMPANY 2) has hereby acquired a tender from The GOVERNMENT OF GUJRAT , DEPARTMENT OF ENERGY , dealing in aluminum wire scrap of 99 % purity .

Company :

Address :

Director :

Company :

Address :

Director :

On the basis of the tender allotment letter received from the Government, the party hereby is subletting the scrap to the appropriate buyer at Rs_____per kg (including GST).

And

The Second Party herein referred to as Buyer

Company :

Address :

Director :

Parties to this Agreement (hereinafter referred to as "Parties"),

Recognizing the need for an effective multilateral framework of rights and obligations with respect to laws, regulations, procedures and practices regarding Aluminum wire scrap with a view to achieving greater liberalization in the terms of the agreement and improving the framework for the conduct of business;

Recognizing that it is desirable to provide transparency of laws, regulations, procedures and practices regarding Aluminum wire scrap Tender Subletting.

Recognizing the need to establish procedures on notification, consultation, surveillance and dispute settlement with a view to ensuring a fair, prompt and effective enforcement of the provisions on tender Subletting and to maintain the balance of rights and obligations at the highest possible level;

Desiring to encourage acceptance of and accession to this Agreement by parties to it;

Having undertaken further negotiations in pursuance of these objectives;

Hereby agree as follows:

Article I

Scope and Coverage

- 1.This Agreement applies to any law, regulation, procedure or practice regarding any Subletting by entities covered under this Agreement.
- 2.This Agreement applies to Subletting Of Aluminum wire scrap.
- 3.The details of the product i.e Aluminum wire scrap of purity 99% the quantum of which is provided further.
- 4.This Agreement applies to Subletting contract of a value of not less than the relevant threshold specified further.

Article II

Valuation of contract

- 1.The following provisions shall apply in determining the value of contracts² for purposes of Implementing this Agreement.
- 2.Valuation shall take into account all forms of remuneration, including any premiums, fees, Commissions and interest receivable.

Article III

About the scrap

1.The Total available LT/HT Aluminum wire scrap (No iron) is 1,60,000 metric tones. (80,000 MT to A.K ENTERPRISES and 80,000MT to Bluechip Legal Solutions opc pvt Ltd.)

2.The scrap has been tested by reputed labs including Shriram Institute (DELHI), Spectro (DELHI), and others.

3.The scrap is present in Government warehouses in different cities in Gujrat including VAPI , VALSAD, CHIKALI, DHARAMPUR, BHUJ, KACHH, VADASAN .

ARTICLE IV

SCRAP PRICE

1.Scrap Price is Fixed at Rs._____ per kg (including GST)

2.The total quantity to be purchased by Party B ismetric tones.

3.Of the total amount 5% advance shall be paid.

4. Kata payment (_____ - _____)per Kg must be confirmed one day before scrap pulling as per mutual consent.

ARTICLE V

PROCEDURE

1. Warehouse visit will be given to the party B after token amount released by party (Rs_____) one day prior to the visit.

Only one person will be allowed to visit, either the owner or any authorised person of the company, The IDs of the same shall be deposited one day prior to the visit day.

This token amount will be adjusted in the advance booking amount further.

2. Scrap will be available for pulling within 30 to 45 days of the agreement date with government work order. (Excluding the pandemic days).

3. Delivery of the scrap will be done on the total discretion of Party B.

4. Scrap loading/pulling will be in between 6:00 AM to 4:00 PM only .

5. Responsibility of scrap pulling, loading & Transportation will be borne by party B.

ARTICLE VI

INDEMNITY

Parties hereto shall indemnify and keep indemnify the other on account of any action or inaction on part of either of the parties hereto and shall make good all losses & damages only to the extent of direct loss & not the business losses, if any, that either of them may suffer or incur on account of any delay, negligence or breach of any of the terms & obligations as are contained under this agreement.

ARTICLE VII

SETTLEMENT OF DISPUTES

If any dispute arises between the parties hereto during the subsistence or thereafter, in connection with or arising out of this Agreement, the dispute shall be referred to Indian council of Arbitrators, in accordance with their rules and provisions of (Indian) arbitration and Conciliation Act, 1996 . Arbitration shall be held in Delhi. The courts in Delhi shall have exclusive jurisdiction over the aforesaid arbitration. The substantive law Governing the arbitration would be the Indian Law. The proceedings of arbitration shall be in the English language. The arbitrator's award shall be final and binding on the parties.

ARTICLE VIII

GENERAL

All annexures hereto will form part of this agreement.

ii). This Agreement shall not be amended, assigned or transferred by either party without the written consent of the other party.

iii). Nothing in this Agreement is intended to Confer any rights remedies under or by reason of this Agreement on any Third Party.

iv). Written Communication shall include communication on email and email attachments.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the date written.

Signature

Party A

Signature

Party B

Witness 1

Witness 2