

PROPOSED BUYBACK CONTRACT

(Note: While this contract is for a buyback purpose) (supply of no cost Raw Material, purchase of finished goods product manufacture by said machine, transportation for two ways and machine purchase), the same legal principles and schedules will govern includes contracts for machine production, for transportation schedule, and for after sale terms.)

THIS SALE OF MACHINERY AGREEMENT ("**Agreement**") is made on this ___ day of _____ and entered into

BY AND BETWEEN:

1. **GLOBAL MACHINERY**, a company incorporated in India under the laws of the Companies Act 1956 having its registered office at 44, A Wing, 4th Floor, Main Building, Plot No.509, Shahdara, Dilshad Garden, Delhi-110095 GSTIN number _____ (hereinafter referred to as the "**Seller**" which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns); of the First Part; and
2. **MR/MS** , resident of [India], residing at _____ UIDAI / AADHAAR number _____ (hereinafter referred to as the "**Buyer**" which expression shall include his/her heirs, executors, administrators and assigns) of the Second Part.

Seller and Buyer shall hereinafter jointly be referred to as the "**Parties**" and severally as the "**Party**".

WHEREAS the Seller has produced and developed a machine which is named as _____ (hereinafter to be called said machine) for the manufacture of Paper Plates (_____) and it can be produced _____ plates only in _____ hours propose to sell the said machine for a consideration of Rs. _____ includes 18% GST out of which the second party has made the payment of Rs. _____ with the transaction/UTR number _____ and the amount shall be paid by the purchaser /second party has agreed to purchase the said machine from the first party on the following terms and conditions mutually agreed between the parties.

WHEREAS the Buyer has agreed to assign his rights in the manufacturing and supply of **Paper Plates** to the Seller for such consideration and on such further terms and conditions as set out hereinafter

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:

1. SELL OF MACHINERY

- 1.1.1. "**Machine**" a piece of equipment with moving parts that is designed to do a manufacturing job for Paper Plates. A machine usually needs electricity, Raw Material, manpower, etc. in order to work
 - 1.1.2. "**Raw Material**" means the silver aluminum coated paper roll which is useful in the manufacturer of Silver Aluminum Coated Plates (___ inches in size).
 - 1.1.3. "**Plates**" means the developed form of the silver aluminum coated paper roll herein after to be referred as "Paper Plates".
 - 1.1.4. "**Transportation**" means the carrier which is useful in the importing and exporting of machinery, Raw Material, finished goods (plate) and other required equipment and accessory.
- 1.2. The first party has agreed to sell the said machine to the purchaser with buyback and Raw Material supply: as per everyday ___ hours production for buyback purpose.

- 1.3. The said machine and equipment will be transported by the Seller from his premises within 7 days from the date of payment and however it is agreed by the Buyer that the facility of transportation shall be provided by the Seller.
- 1.4. All references in this Agreement to statutory provisions shall be construed as meaning and including references to any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force.
- 1.5. All headings / subheadings / titles / subtitles to articles, clauses, sub-clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the Annexures and shall be ignored in construing the same.

2. RESPONSIBILITIES AND TERMS

- 2.1. Before dispatching the said machine and equipment from the Seller's premises the Buyer shall keep ready the place in the Buyer's factory / premises where it is to be installed by providing necessary foundation, electric supply and other requirements for installing the said machine and equipment.
- 2.2. That the first party shall be responsible to make the payment of the goods manufactured by the other parties in time as per settled by the parties in case the first party shall make any default in the payment then the other party shall have the right to take the matter in arbitration or court as per the wish of the other party.

- 2.3. The Seller shall supply one time of each of the spare parts of the said machine and equipment free of cost.
- 2.4. The servicing and monthly maintenance of the machine is agreed to provide at the Buyer's premises / factory by the Seller of machine at zero cost.
- 2.5. That the Buyer shall provide addition space in its factory for string and keeping the test equipment and spare parts of the Seller.
- 2.6. That the second party / Buyer shall follow the instructions / directions of the technicians of the Seller from time to time.

3 BUYBACK AND RAW MATERIAL

- 3.4 The Seller has also agreed to buy/purchase back the said Paper Plates, manufactured from the said machine _____ pieces only in ___ hours) from the Buyer using the supplied Silver Aluminum Coated Roll (Raw Material) supplied, from the Seller at the rate of Rs. _____ per _____ pieces subject to satisfaction of the Seller and if there shall be any minor dispute in between the parties the same shall be settled mutually by both the parties. And such payment shall be made by the Seller at the same time when they are collecting finished good.
- 3.5 The Seller has agreed to provide transportation for every ten days at the premises/factory of purchaser/Buyer for exporting/collecting the finished goods product at rate of ___% per pieces
- 3.6 The Seller has also agreed to provide the Buyer the silver aluminum coated paper roll for purpose of manufacturing of said _____ from the said machine only. SILVER ALUMINUM COATED PAPER ROLL (Raw Material) shall be provided to the Buyer free of cost by the Seller.

3.7 The Seller has agreed to provide cost free transportation for every month at the premises/factory of purchaser / Buyer for importing/supplying the Raw Material in advance for every 30 days as per machine ___ hours production/per day.

4 COMPENSATION

4.4 The installation will be completed by the Seller within 7 days from the date of the said machine and equipment reached at the Buyer's premises. If the installation is delayed beyond 7 days on the part of the Buyer in supplying all necessary things and in making all arrangements for installation including supply of electricity, labour etc. if the delay is made by the Buyer in making necessary arrangement in that event the Buyer shall be responsible to pay the additional charges as per the settlement of the parties.

4.5 That if the second party / Buyer do not want to operate the machine/production and want to terminate the agreement then Seller has to right to get back the machinery and Seller has to refund the full amount back after deducting 18% GST from the total amount as per invoice. only till 6 months.

5 WARRANTIES

5.4 That the machinery sell by the Seller to the Buyer is having 10 years warranty if any problem creates in the machine during the warranty period, the Seller of the machine shall be responsible to get the problem remove in the machine or replace if needed within 10 days of period.

5.5 That during the 10 years warranty period, the first party/Seller shall have a right to inspect the machine at the premises of the purchase / Buyer through his technical experts etc. so that they shall be no problem create in running the machine and keep the machine in proper working condition. The Buyer shall not sell, transfer and part with the machine or its equipment at any cost during the warranty period.

5.6 That Seller agreed to provide free repair includes technical damage part during the warranty period includes free monthly servicing and maintenance.

6 CREDITS AND PUBLICITY

6.4 The Buyer cannot use the name of Seller for retail and marketing or sale of finished goods product.

7 CONFIDENTIALITY

i. The Buyer personal information such as phone number or address shall not be disclosed / share with any of one and shall not use for marketing or reference purpose.

8 DISPUTE RESOLUTION AND GOVERNING LAW

8.4 That the first party shall be responsible to make the payment of the goods manufactured by the other parties in time as per settled by the parties in case the first party shall make any default in the payment then the other party shall have the right to take the matter in arbitration or court as per the wish of the other party.

8.5 That if any dispute arises between the parties hereto in respect of this agreement or in connection with any claim by one against the other, the same will be referred to arbitration of as appointed by the Seller and the arbitration will be governed by the Arbitration Act, 1940.

- 8.6 That both the parties shall be bound upon the terms and conditions of this deed and shall not make any default in the same.
- 8.7 That the parties to this deed have given assurances to the other parties that they will perform their duties as per the settlement in all respect.
- 8.8 That the territorial jurisdiction of dispute shall be according to default committed by the parties to their place of business.
- 8.9 This Agreement is governed by and is to be construed in accordance with the laws of the Republic of India. It is agreed between the Parties agree that only the appropriate Court in India shall have the exclusive jurisdiction to entertain and try any suit or matter in dispute between them relating to this Agreement.

9 MISCELLANEOUS

- 9.1 Entire Agreement: This Agreement constitutes the entire agreement between the signatories and shall supersede all negotiations, preliminary agreements, and all prior and contemporaneous discussions and understandings of the signatories in connection with the subject matter hereof.
- 9.2 Amendments: No change, modification, or termination of any of the terms, provisions, or conditions of this Agreement shall be effective unless made in writing and signed or initialed by all signatories to this Agreement.
- 9.3 Notices: All notices, requests, consents and other communication given pursuant to this Agreement shall be in writing and shall be delivered to the Parties at their respective addresses by registered post or courier, as stated hereinabove, in this Agreement. Each such notice given in accordance with this paragraph shall be deemed to have been given four (4) days after having mailed or immediately upon transmission by facsimile (with confirmation or error free transmission).

9.4 Parties To Act With Due Diligence And In Good Faith: The Parties hereto shall dutifully perform all covenants of this Agreement in letter and spirit and shall otherwise act with due diligence and in good faith.

9.5 Waiver: Save and except as expressly provided in this Agreement, no exercise, or failure to exercise, or delay in exercising any right, power or remedy vested in this Agreement shall constitute a waiver by either Party of that or any other right, remedy or power.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement as of the day and year first above written.

Witnesses:

1. Signature
Name
UIDAI /
AADHAAR

GLOBAL MACHINERY

Seller

Signature

2. Signature
Name
UIDAI /
AADHAAR

Witnesses:

1. Signature
Name
UIDAI /
AADHAAR

MR/MS _____

Buyer

Signature

2. Signature
Name UIDAI
/ AADHAAR