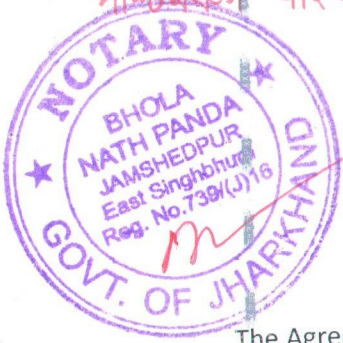




पश्चिम बंगाल WEST BENGAL

68AB 623986



SERVICE AGREEMENT FOR E-WASTE MANAGEMENT

The Agreement is entered into at Kolkata on this 28 day of July, 2022.

By and Between

HULLADEK RECYCLING PRIVATE LIMITED, a company incorporated under the Companies Act 2013 having its registered office at 4, D.L. Khan Road, Flat No. B-401, 4th Floor, Kolkata-700025, West Bengal, India thereafter referred to as First Party which expression shall unless contrary to and or repugnant to the context mean and include its successors representative and permitted assigns through Mr. Nandan Mall to enter into and sign this Agreement for and on behalf of the First Party.

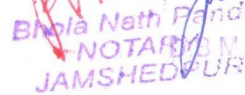
AND

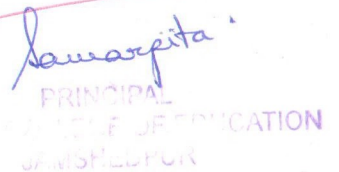
DBMS College of Education, an educational institution having its registered office at DBMS College of Education, Kadma, Jamshedpur, Jharkhand – 831005. Thereinafter referred to as Second Party which expression shall unless contrary to and or repugnant to the context mean and include its successors representative and permitted assigns through Mrs. Joohi Samarpita to enter into and sign this Agreement for and on behalf of the Second Party.

Attested the Signature of
Executants who is identify by
Sri... Ajay Dubey Advocate
Jamshedpur

Hulladek Recycling Pvt. Ltd.


Director


BHOLA NATH PANDA
NOTARY M.S
JAMSHEDPUR


PRINCIPAL
DBMS COLLEGE OF EDUCATION
JAMSHEDPUR

WHEREAS:

A.) The First Party is a registered Producer Responsibility Organization (PRO) vide The Registration No. B-29016(12)/ (PRO)/18/WM-III Division dated 12.11.2018 valid up to 12.11.2023 and shall be renewed before the end of the term and the new renewal copy shall be shared with the Second Party. The First Party is authorized to undertake activities prescribed for Producer Responsibility Organizations by the Central Pollution Control Board under Rule 13 (1) (xvii) of the E-Waste (Management) Amendment Rules, 2018.

B.) The Second Party in compliance of E-Waste Management Rules, 2018 desires to have services for management of their Electronic Waste and has appointed the first party to fulfil their e-waste disposal needs.

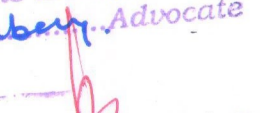
Now, This Agreement witnesses the following terms & conditions to be performed by both the parties to the Agreement.


1. The First Party has agreed to pick up, transport, carry and recycle/dispose of the E-Waste from the second party as per the norms prescribed by the Government Authorities from time to time.
2. The First Party has agreed to make available Utilization Certificate confirming that E-Waste provided by the Second party to the First Party has been recycled/ disposed of as per the norms prescribed by the Government Authorities within 35 days of the pick up the E-Waste.
3. a. The second party will sign required documents to acknowledge that E-Waste has been handed over to the First Party.
3. This agreement will be in force for a period of One (01) year (28.07.2022 – 28.07.2023) from the date of execution of this Agreement and can be renewed at the end of every period by mutual consent.
4. The second party is expected to generate 500 kgs of E-Waste annually during each contractual term.
5. The Second Party has agreed to pay an 'agreement fee' of ₹ 5,000 /- + 18%GST (For One year) as advance to the first party as fee for the contract.
Fees for One (01) year includes Awareness Session & Training, Awareness Report and Return Filing.
6. The First Party assures the Second Party that, the First Party being a registered Producer Responsibility Organization (PRO) bearing the Registration No. B-29016(12)/ (PRO)/18/WM-III Division dated 12.11.2018 which is valid up to 12.11.2023, shall renew the registration before the end of the term and the new renewal copy shall be shared with the Second Party. In case of failure to renew the same, will be a liable cause for Termination of the Agreement by the Second Party post which the balance advance amount for the year of 2024-25 shall be refunded by the First Party to the Second Party.
7. The Second Party will accumulate all E-Waste and inform to the First party once reasonable volume has accumulated. The pickups confirmed by the Second Party will be carried out on a priority basis within Five (5) days from the date of request.

Attested the Signature of
Executants who is identify by
Sri... Ajay Dubey... Advocate
Jamshedpur

Hulladek Recycling Pvt. Ltd.

Director


Bhola Nath Panda
NOTARY
JAMSHEDPUR


Jyoti Samant
PRINCIPAL
D.B.M.S. COLLEGE OF EDUCATION
JAMSHEDPUR

8. The Second party has agreed to handover the E-Waste, the details of which are mentioned here below as per Annexure 1 to the first party on "as is where is basis".
9. The First party shall pay Second Party in case of the items in ANNEXURE 1
 - i) Any monies payable by the First party will be identified and settled within Three (3) working days of actual pick up after receiving and clearance of all aligned necessary documents. Such as Tax Invoices, and Signed/Sealed Logistics Sheet and E-waste manifest documents.
 - ii) The Second Party must ensure that Payment for GST collected from First Party has been paid and reported to the government so that the First can claim the ITC as per the applicable regulations of GST law.
10. The second party's responsibility will cease once electronic waste has been handed over to the First Party s per clause 7 above. Thereafter, no liability would accrue to the Second party on account of e-waste.
11. The renewal of the contract shall be chargeable at the end of the tenure/period and the documentation formalities shall be done by the First Party within 30-45 days prior to the date of agreement termination.
12. Records & data of the e-waste material procured will be maintained and transparently shared by the first party.
13. The Second Party has agreed that the general waste such as municipal solid Waste will not be included in the E-Waste.
14. It is clearly agreed that all the E-waste procured by or in the possession of the second party will be exclusively managed by the first party as per the terms and conditions specified above. In case of any deviation from such activity, an annual penalty of Rs. 5000 will be charged on a pro rata basis.
15. The First Party shall conduct an 'Awareness Session' at the premises of the 'Second Party' for to create environmental consciousness among employees/ Workers about the benefits and process of e-waste recycling.
 - a. The First Party then shall prepare and share with the Second Party an Awareness Report to be submitted to the respective Pollution Control Board (PCB).
16. **TERMINATION:** Either party can terminate this Agreement by giving 45 days written notice in advance to the other party citing reasonable grounds for such action. However, the other party is not entitled to claim any compensation for such premature termination if with reasonable sufficient grounds.
17. That any notice, request, consent, waiver or other communication required or permitted hereunder shall be effective only if it is in writing and shall be deemed received by the Party to which it is sent
 - i. Upon delivery when delivered by hand of

Hulladek Recycling Pvt. Ltd.

Director

Attested the Signature of
Executants who is identify by
Sri... *Asay Dubey* ...Advocate
Jamshedpur

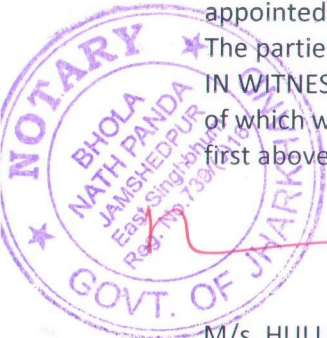
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NOTARY
JAMSHEDPUR

Joshi Samanta
PRINCIPAL
B.M.S. COLLEGE OF EDUCATION
JAMSHEDPUR

- ii. Three (3) days after being sent, if sent with all sending expenses prepaid, by an express courier with a reliable system for tracking delivery.
- iii. When transmitted, if sent by confirmed facsimile, or
- iv. Fourteen (14) days after the date sent, if sent by certified or registered mail, postage prepaid, return receipt requested, addressed as follows

If to FIRST PARTY:	If to the SECOND PARTY:
Contact Person: Nandan Mall	Contact Person: Mrs. Joohi Samarpita
Designation: Chairman and Director	Designation: Principal
Address: 5, Deshpran Sasmal Rd, Tollygunge, Kolkata, West Bengal - 700033	Address: DBMS College of Education, Kadma, Jamshedpur, Jharkhand – 831005.
Telephone No.: 9836105003	Telephone No.: 9431111437
Email id.: nandan.mall@hulladek.re	Email id: <u>dbms.edu23@gmail.com</u>

18. DISPUTE RESOLUTION: That in case of any dispute or difference arising between the Parties hereto in any of the matters under this Agreement or interpretation or implementation of any of the terms and conditions herein, the same shall be resolved through arbitration under the Arbitration and Conciliation Act, 1996. Any such arbitration shall be conducted by a three-member arbitral tribunal with each of the parties appointing their respective arbitrators and the two arbitrators so appointed shall appoint the presiding arbitrator. The Arbitration shall be conducted in English. The parties shall pay the cost of arbitration as may be directed by the Arbitrators in their Award. IN WITNESS WHEREOF, each of the parties hereto has executed this agreement in two sets each of which when taken together shall constitute one and the same instruments on the day and year first above written.



“First Party”

“Second Party”

M/s. HULLADEK RECYCLING PRIVATE LIMITED

DBSM College of Education

Hulladek Recycling Pvt. Ltd.

[Handwritten Signature]
Director

Authorized Signatory
(Mr. Nandan Mall)

[Handwritten Signature]
Authorized Signatory
(Mrs. Joohi Samarpita)

PRINCIPAL
D.B.M.S. COLLEGE OF EDUCATION
JAMSHEDPUR

Witness: - *Kritika Sadhwani*
(KRITIKA SADHWANI)

Witness: -

Attested the Signature of
Executants who is identify by
Sri...*Ajay Dubey*...Advocate
Jamshedpur

[Handwritten Signature]
Bhola Nath Panda
NOTARY
JAMSHEDPUR

Details of E-Waste: -

Annexure 1

Item Description	Total Price Consideration (Paid by Hulladek Recycling Including tax @ 5%GST)
IT Equipment including its parts and spares	Rs.20/Kg
Laptops, Notebooks and Notepad computers including parts and spares	Rs.75/Kg
Printing and copying equipment including its parts and spares	Rs.10/Kg
Communication equipment and its parts and spares	Rs.10/Kg
Cellular equipment and its parts and spares	Rs.75/Kg
Television Sets (Including LCD and LED)	Rs.10/Kg
Refrigerator	Rs.10/Kg
Air Conditioner	Rs. 40/Kg
Fluorescent and other mercury containing lamps & Printer Cartridge (Negative Item)	Rs. -30/Kg
Other Mis. Electrical Equipment and its parts and spares	Rs.25/Kg
MS Scrap	Rs. 10/Kg

“First Party”

“Second Party”

M/s. HULLADEK RECYCLING PRIVATE LIMITED

DBSM College of Education

Hulladek Recycling Pvt.Ltd.



Director

Authorized Signatory
(Mr. Nandan Mall)



Authorized Signatory
(Mrs. Joohi Samarpita)

Attested the Signature of
Executants who is identify by
Sri.....Advocate
Jamshedpur



Bhola Nath Panda
NOTARY
JAMSHEDPUR

28.7.22