



सत्यमेव जयते

INDIA NON JUDICIAL

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e-Stamp

Certificate No.	: IN-DL27337032694398S
Certificate Issued Date	: 22-Feb-2020 05:09 PM
Account Reference	: IMPACC (IV)/ dl946503/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL DL94650363989333847264S
Purchased by	: E WASTE RECYCLERS INDIA
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: E WASTE RECYCLERS INDIA
Second Party	: AMAR SHAHEED BABA AJIT SINGH JUJHAR SINGH MEMORIAL COLLEGE
Stamp Duty Paid By	: E WASTE RECYCLERS INDIA
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line.....

CONTRACT FOR E-WASTE MANAGEMENT SERVICES

BETWEEN

M/S. E-WASTE RECYCLERS INDIA

&

M/S AMAR SHAHEED BABA AJIT SINGH JUJHAR SINGH MEMORIAL COLLEGE

CONFIDENTIAL

NOT FOR GENERAL DISTRIBUTION

E-Waste Recyclers India

ALL RIGHTS RESERVED

For E-WASTE RECYCLERS

Authorised Signatory

Statutory Alert:

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2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



THIS SERVICE AGREEMENT ("hereinafter referred to as the AGREEMENT") is executed at 22.02.2020 by and between.

M/s E-WASTE RECYCLERS INDIA a sole proprietorship firm existing under the laws of India with GST No. 09AGZPA3638H1Z0 having its registered office at E-50, UPSIDC Industrial Area, 98 KM Stone, NH2, Kosi Kotwan, District Mathura, U.P.- 281403 and its Corporate office at A-46, Okhla Phase-1, New Delhi-110020 India through its authorized signatory, Hereinafter referred to as "EWRI", which expression shall, unless repugnant to the context, include successors, representatives and permitted assignees) of the one part.

AND

M/S. AMAR SHAHEED BABA AJIT SINGH JUJHAR SINGH MEMORIAL COLLEGE having its Registered Office at village Bela Distt. Ropar Punjab (hereinafter referred to as "Green Partner", which expression shall, unless contrary to and/or repugnant to the context mean and include its successors representatives and permitted assignees, etc) of the other part.

As the context may require, "Green Partner" and "EWRI" shall hereinafter be referred to severally as 'party' and collectively as 'parties'

A) DEFINITIONS:

- 1) **Agreement:** - Means this agreement, its appendices, as well as any documentation expressly incorporated by reference there in and amendments to the same.
- 2) **Effective date:** - 22.02.2020
- 3) **End date:** - 21.02.2021
- 4) **Events of Force Majeure:-** Means events beyond the control of any party and shall include, without limitation, war, civil unrest, acts of government and natural disasters.
- 5) **E-Scrap / E-Waste:-** E-Waste is all type of electronic, electrical waste which includes
 - a. IT & Telecommunications, Mobile, pager etc.
 - b. Photocopier, printer, fax, landline phone, smart & feature Phones etc.
 - c. UPS, Inverter, battery, stabilizer etc.
 - d. Electrical panel, motor, fitting & misc etc.
 - e. Electronic appliances, TV, LCD, LED, Washing machine, AC, Refrigerator etc.
 - f. CFL/ Tube light, Toner / cartridge / Dry cell etc.
- 6) **Regulations:-** Shall mean any applicable national and international laws, international conventions, guidelines and regulations whether state or local. (Such as municipal) level as well as any applicable codes of practice, decisions of authorities and other similar requirements.
- 7) **Territory:-** Means the territory of India where EWRI has agreed to provide treatment services.

For E-WASTE RECYCLERS INDIA

[Signature]

Authorised Signatory

EWRI HOUSE

A-46, Okhla Industrial, Phase-1, New Delhi-110020 (INDIA)



- 8) **Treatment or Treatment Services:-** Shall means the treatment of E-Scrap delivered to **EWRI** by **Green Partner** including but not being limited to processing and final disposal as well as any other operations and activities in relation to the same including without limitation collection, transportation, export, import, warehousing, sorting, separation, crushing and final recovery of re-usable materials as well as the documentation relating thereto and any other services of **EWRI** under this agreement.

B) WHEREAS:

- 1) **Green Partner** is engaged in the business of Import, Marketing, Supplies & Servicing of Computer Parts and Peripherals.
- 2) **EWRI** is an approved E-Waste company (as defined below) by the Uttar Pradesh Pollution Control Board (UPPCB) under rule 4, 19 (2) and 19 (6) of the Hazardous Waste Management & Handling Rules, 2016 and is operating a facility for collection, receipt, transportation, disposal and processing of e-waste and having their facility at E-50, UPSIDC Industrial Area, 98 KM Stone, NH2, Kosi Kotwan, District Mathura, Uttar Pradesh, India. **EWRI** is engaged in the business of collection, segregation and processing of E-Waste.
- 3) **EWRI** has approached and offered their services to **Green Partner** with regards to E-waste Management and its disposal thereof. **EWRI** has further offered to provide / furnish all kind of assistance / documents as may be required statutory or otherwise as well.
- 4) That in view of the proposal as made above by **EWRI**, **Green Partner** has agreed and accepted to assign all its E-waste liabilities / requirements to **EWRI** and hereby engages the **EWRI** to provide all the services that may be required by the **Green Partner** statutorily and otherwise, in accordance with the terms and conditions of this Agreement, for a period of One year, commencing w.e.f 22.02.2020.

C) NOW THESE PRESENTS WITNESS AND THE PARTIES HEREBY AGREES AS FOLLOWS:

1) APPOINTMENT

i) **Green Partner** hereby appoints **EWRI** on non-exclusive basis to provide treatment services for E-Scrap in the territory. **EWRI** hereby accepts and agrees to provide treatment services for the E-Scrap in the territory from the effective date in accordance with the terms hereof.

2) INSPECTION

i) **EWRI** shall be allowed to inspect the E-Waste at the Delivery Point and **EWRI**, at its sole discretion may reject any E-Waste that fails to meet the specifications of E-Waste as agreed between the parties.

3) EWRI SERVICES

i) **EWRI** shall provide services in the nature of collection, transportation and segregation and shall also provide / comply on time all kind of legal documentation / assistance / other statutory compliances as may be required by **Green Partner**, with respect to E-waste as may be supplied / sold by the bulk consumer to the **EWRI** and failing which the **EWRI**

For E-WASTE RECYCLERS INDIA


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hereby agree to indemnify and shall keep indemnified always, to the **Green Partner** user from any costs or consequences arising there from, with respect to the term of this Agreement.

4) PAYMENTS

i) In consideration of the services provided, payment shall be made as per following:

a) **EWRI** shall not pay / charge from **Green Partner** for the disposal of items mentioned below:

- CFL, Tube light, Toner / cartridge / Dry cell

ii) **EWRI** shall pay to **Green Partner** as mutually agreed, at the time of collection of various items for all E-waste generated by the **Green Partner** which shall be inclusive but not limited to CPU, monitors, laptops, mobiles, printers, scanners, server, and etc.

5) OBLIGATIONS OF THE GREEN PARTNERS

i) Subject to the other terms of the agreement, the **Green Partner** shall ensure that it shall deliver only E-waste that qualifies the definition of E-waste mentioned in schedule 1

ii) The **Green Partner** shall deliver the E-waste from the locations specified of this agreement and all the Cost including but not limited to, that of transportation from the locations of **Green Partner** shall be borne by **EWRI**. The **Green Partner** shall provide a list of the E-waste at the time of delivery to **EWRI**.

6) LOGISTIC

i) **Green Partner** will broadly sort out various categories of E-Scrap and shall be kept available for collection by **EWRI**.

ii) **EWRI** shall provide adequate vehicles for collecting and transporting E-Scrap under each order. **Green partner** shall not use these vehicles for any purpose other than for storing/delivering E-Scrap to **EWRI** for treatment services.

iii) The NET weight of the E-Scrap delivered to **EWRI** as recorded at the time of collection will be considered final and binding on both the parties.

7) COLLECTION RECEIPT

i) Upon receipt **EWRI** will issue a collection receipt to **Green partner** including, but not limited to, the weight of the E-Scrap delivered to **EWRI** per type and quality category of E-Scrap delivered to batch shall be allotted lot number for tracking and reporting purposes.

ii) **EWRI** will always send a representative with company ID card along with authorization letter to the collection centers of **Green Partner**.

8) DOCUMENTATION & REPORTING

i) **Green Partner** will give commercial invoices for each batch of E-Scrap collected and also send a copy of commercial invoices to **EWRI** representative at the loading point. In case of difference in actual weight and projected weight, the difference will be settled with issue of amended /extra PO.

ii) After the treatment **EWRI** shall submit a "Destruction Certificate" to **Green Partner**.



For E-WASTE RECYCLERS INDIA


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9) DESCRIPTION OF TREATMENT SERVICES

i) Upon arrival of the E-Scrap at the treatment site, **EWRI** will sort and classify the E-Scrap for channelization, dismantling or recycling, according to the requirements of **Green Partner** from time to time.

ii) The treatment shall be in accordance with the general requirements for electrical and electronic processing and security classification and requirements for end of life electrical and electronic equipment handling.

10) REPRESENTATION & WARRANTIES

EWRI represents warrants and undertakes that:

- i) It is a sole proprietorship firm duly organized / constituted and validly existing under the laws of India.
- ii) It has full power and authority to enter into this agreement and perform all the obligations under this agreement.
- iii) It is not prevented or barred, in any way, from entering into this agreement and or from performing his obligations here under, and the performance of its obligations. Herein shall not conflict or cause breach of any provision of this agreement, undertaking or law to which it is subject or bound, and does not require the consent / confirmation / approval / assistance of any third party.
- iv) It has and shall maintain during the term of this agreement, all the permits, licenses, consents and approvals that are required in order to render services to the **Green Partners**.

11) REPORTING OBLIGATIONS

EWRI will provide the following written reports to **Green Partner**:-

- i) Material receipt note (**MRN**) at the time of Lifting / Receiving.
- ii) "**Destruction Certificate**" which includes the settlement report within time as framed.

12) FORCE MAJEURE

i) Force Majeure means any event or a combination of event that materially or adversely affect the performance of either parties of its obligation ("Affected Party") of its obligations in whole or in part, pursuant to the term of this agreement but only to the extent that such event or circumstances are not within the affected party's reasonable control and have not been caused by willful neglect or act omission of the affected Party.

ii) Following events shall constitute force majeure: epidemic, nuclear emergency, earthquake, riot, war, acts of terrorist.

iii) The affected party shall as soon as possible and not later than 7 days after occurrence of force majeure, provide written notice thereof to the other party.

iv) In the event force majeure continues unabated for an uninterrupted period of 30 Days either party has a right to terminate this agreement by providing prior written notice.



For E-WASTE RECYCLERS INDIA
Authorised Signatory

13) TERM AND TERMINATION

i) This Agreement shall commence on 22.02.2020 and shall be valid for period of One (1) year till 21.02.2021 unless and until determined earlier in accordance with the provisions of this Agreement. Upon expiry of the Agreement, the parties may mutually agree to renew the term of this Agreement in writing.

ii) Either Party may at its discretion upon the breach of conditions of this Agreement by other party or due to reasons of convenience, may upon thirty (30) days written notice to other party terminate this Agreement.

iii) Upon termination of Agreement Service Provider shall cease to provide the services and The Green partner shall pay service Provider for the services rendered till the date of termination.

iv) This Agreement shall be governed by Indian Law and the parties irrevocably submit to the exclusive jurisdiction of the courts of New Delhi, India.

14) NOTICE

Any notice, invoice, approval, advice, report or any other communication required to be given to a party here under shall be addressed and delivered to the place of business of such party as set out in the Preamble of this agreement or at such other address as may be communicated by such party to the other party from time to time for this purpose.

15) PERMITS AND LICENCES

i) EWRI represents and warrants that it has and that it will continue to have throughout the term of this agreement all the necessary

ii) Permits licenses and authorizations whatsoever needed for its operation and for the carrying out of the treatment services of all the E-Scrap in accordance with this agreement.

16) CONFIDENTIALITY

i) All documents delivered by **Green Partner** to **EWRI** in connection with this agreement are the property of **Green Partner** and must not be disclosed to any third parties or copied without **Green Partner** prior written permission.

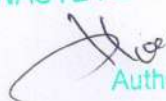
ii) **EWRI** agrees that it shall not make any public announcements or press release in relation to the subject matter of this agreement, or its existence without the prior written consent of **Green Partner**. **EWRI** further agrees not to use **Green Partner** name or logo for any internal or external communication including but not limited to EDMS, poster / mailer / employee engagement collateral, channel collaterals, outdoor/advertising material, radio / TV script and visuals, white paper, case studies, presentations in any public forum and/or any interview, unless **EWRI** obtains prior written consent for the same from **Green Partner** authorized representative (brand custodian). The parties may create a mutually agreed press release to announce the seller and buyers relationship, if so required.

17) INTELLECTUAL PROPERTY RIGHTS

i) Any work or ideas originated by **Green Partner** shall remain the sole and exclusive property of **Green Partner** (or one of its affiliates, as the case may be) and **EWRI** shall acquire no right whatsoever to any possible related intellectual property rights.



For E-WASTE RECYCLERS INDIA


Authorised Signatory

18) ENVIRONMENTAL AND ETHICAL COMPLIANCE

i) EWRI shall also comply with all applicable legislation, rules, regulations or orders relating to environmental management and any internationally recognized standards or **Green Partner** policies for ethical environmental management. **Green Partner** may, where appropriate, request improvements in **EWRI** practices to ensure compliance with the said principle. Further, **EWRI** shall implement an environment management system (EMS) based on the principles of ISO 14001 standard or similar international standard. **EWRI** shall encourage the adoption of the principles therein by its subcontractors.

19) MISCELLANEOUS

- i) **Independent Trader**
- ii) **EWRI** agrees to buy, sell and perform the treatment services in its own name and for its own account and act as an independent trader in relation to both **Green Partner** and the customers of **EWRI**
- iii) **No Representation**
- iv) Nothing in this agreement shall authorize **EWRI** to engage in transactions in the name of **Green Partner** or in any activities, which may create a liability to **Green Partner**
- v) **EWRI** may not assign or transfer this agreement or any order or any parts of its rights and obligations hereunder to any activities, which may create a liability to **Green Partner**.
- vi) **Headings** - The headings of the clauses of this agreement are for convenience only and shall have no effect in the interpretation of this agreement.
- vii) **Agreement** - This agreement and the orders constitute the entire agreement between the parties.

20) SCHEDULE - 1

i) Service Provider will provide services for collection, transportation, treatment and disposal of Franking, Sorting, Weighing, Shredding & other machines, Desktops, Laptops, any other IT Hardware, wires, and electrical motors, etc.

a) LIFTING CRITERIA

- We will lift the material at no commercial value.
- The material weight should be around 500 kg/- per lifting.

b) CFL, Tube light, Toner, Fiber Cable etc. will not be calculated.

c) "Certificate of Destruction" will be provided after 15 Working days from Lifting Date.



For E-WASTE RECYCLERS INDIA

Authorised Signatory

IN WITNESS WHEREOF, this agreement has been signed by the duly authorized representatives of each party hereto.

Approved for and on behalf of

Approved for and on behalf of

M/s. E-WASTE RECYCLERS INDIA

M/s. AMAR SHAHEED BABA AJIT SINGH JUJHAR
SINGH MEMORIAL COLLEGE

For E-WASTE RECYCLERS INDIA

Authorize Signatory:

Authorized Signatory

Designation: -

Date: -

Date: -

Email Id :- ewaste@ewri.in

Witness

Witness

1.

1.

2.

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