

കേരളം കേരल KERALA

DV 779592

AGREEMENT

This agreement of affiliation on the joint venture “collection, transportation, treatment and disposal of E-Waste” entered into on this the 01st March 2023 by and between EARTH SENSE RECYCLE PRIVATE LIMITED (herein after called Party No.1, which includes their successors in administration), an organization formed specifically for the purpose of disposal of Electronic and Electrical Waste (herein after referred to as “E-Waste”)

AND

MES ASMABI COLLEGE, P. VEMBALLUR, KODUNGALLUR THRISSUR, PIN 680671 (herein after called the Party No.2 which includes their representatives successors and persons claiming under him/her/them)

Signature of First Party

11615

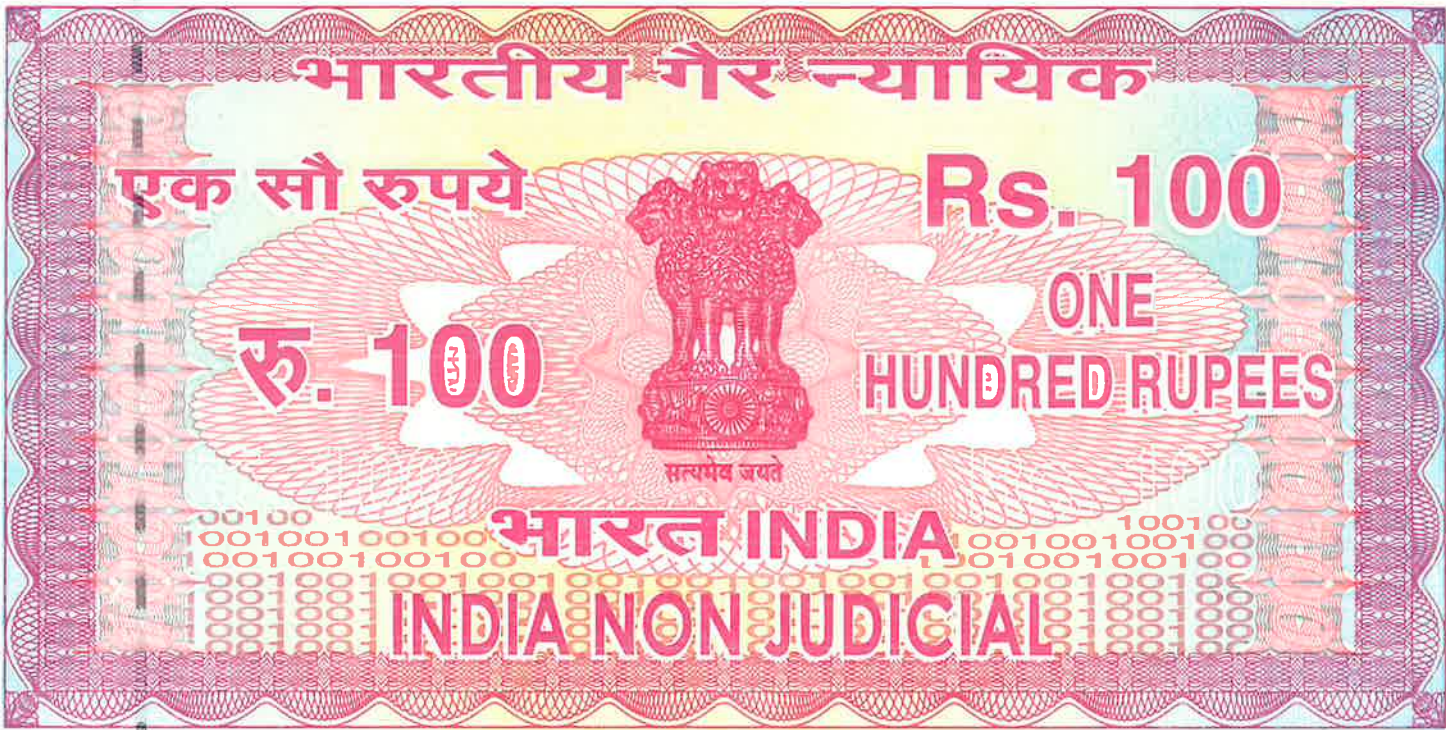
28-02-2023

എ.എസ്. റൈസൈക്കിൾ കോളേജ്

P. വെള്ളൂർ

Signature of Second Party

രാകേഷ് ടി. എസ്.
സ്പെഷ്യൽ വെണ്ടർ
കോടുങ്ങല്ലൂർ



കേരളം KERALA

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WHEREAS Party No. 1 herein has set up a facility at XIII/194, K.Pudur, Kanjikkode, Palakkad for collecting, storing and transportation of E-Waste generated from public and private sector institutions from Kerala with the approval of Kerala State Pollution Control Board and is presently engaged in collection of E-Waste for scientific disposal. The E-Waste stored in its facility would be then transported to the central processing facility at Hyderabad for further recycling and processing till a similar facility is set up in Kerala.

WHEREAS Party No. 2 is desirous of getting affiliated to Party No. 1 and Party No. 1 having offered to facilitate all legally possible help to discharge the responsibility and liability of Party No. 2, towards the Pollution Control Board in the subject matter on the following terms and conditions; this agreement of affiliation witness as follows:

Terms and Conditions

- 1) Party No. 2 understands the origin, purpose and function of Party No.1.
- 2) The affiliation of Party No.2 with Party No.1 shall be for the period of one year initially, commencing from this date. The affiliation shall be renewed for further period on mutual consent in writing with Party No.1.

Signature of First Party
 No 11616



Signature of Second Party




28-02-2023

P. Anand

എസ്.എസ്.എസ്. M.E.S. അംഗീകൃത ലാഭമുഖ്യ

രാകേഷ് എസ്.
സ്പെഷ്യൽ ഓഫീസർ
കോടുങ്ങല്ലൂർ

- 3) Party No. 1 shall not charge any amount as affiliation fee from Party No.2 for entering into this agreement.
- 4) Both parties agree on the mutually accepted rate specified in Annexure 1.
- 5) Party No. 1 agrees to pay Party No.2 on items listed in "ON SALE BASIS" and Party No.2 agrees to pay Party No. 1 on items listed in "ON SERVICE CHARGE BASIS" which is mutually agreed upon.
- 6) Party No.1 hereby undertakes:
 - a. Provide training on segregation and handling of E-Waste free of cost if necessary to Party No. 2.
 - b. To collect and transport the E-Waste from the premises of Party No.2 as soon as Party No. 2 informs about the availability of such material in their premises on the specified rate agreed upon
 - c. To provide the required documents on lifting of E-Waste from the premises of Party No.2.



Signature of First Party





Signature of Second Party

A purple rectangular stamp with the text "M.S. ADABI COLLEGE, KODUNGALLUR - 690 671" printed on it.

- d. Provide certificate of destruction to Party No. 2 after processing the material collected.
 - e. Shall process / recycle / dispose off the materials in the approved mode. The ownership of the materials shall pass to Earth Sense only upon the treatment of the materials as said above.
 - f. Earth Sense shall not sell, distribute or otherwise furnish such materials in its original form to any person or entity and will necessarily render the Services with respect to all materials sold under this contract.
 - g. Shall bear the cost of logistics to deliver the material to locations where disposal services are provided for Party No.1.
 - h. To take up the responsibility and liability in the subject matter of disposal of E-Waste towards the Pollution Control Board.
 - i. Make payment to Party No.2 by Cheque or Demand Draft in advance listed in "ON SALE BASIS" on the specified rate agreed upon.
 - j. Shall exercise every reasonable safety precautions and best management practice, whether or not required by law, in the performance of its duties under this contract.
 - k. Shall notify Party No.2 immediately if any of its permit, license, approval or identification number required for the performance of the services have been revoked, modified, expired, suspended or not been renewed.
- 7) Party No.2 hereby undertakes:
- a. Provide access to staff of Party No. 1 for visual inspection of the E-waste and submit a Waste audit report.
 - b. Collect and store the E-Waste at a final collection point with easy accessibility for collection by Party No. 1.
 - c. To permit entry and exit of vehicles of Party No.1 in and out of the premises of Party No.2 for collection of the E-Waste.
 - d. Pay the service charges for E-Waste listed in "ON SERVICE CHARGE BASIS" to Party No. 1 within 7 working days from the date of disposal of material subject to submission of tax invoice.
 - e. Logistics cost shall be borne by E-Waste Generator if the quantity is below one ton.


Signature of First Party






Signature of Second Party

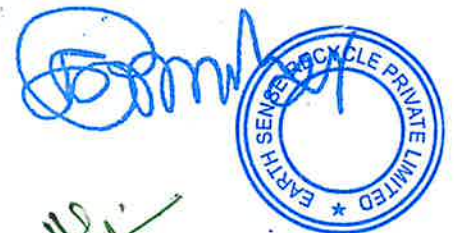


The parties hereby undertake to perform their respective parts in the agreement fully and faithfully and in case of dispute arising between the parties, the matter will be settled as per the Arbitration and Conciliation Act 1996 or any modification or re-enactments there to and relevant laws and regulations in force at that time in India. The legal proceedings in the subject matter will be subject to the jurisdiction of Court in Palakkad where the facility situates and the agreement is entered into.

The original of this agreement in worth Rs.200/- (rupees two hundred only) stamp paper is decided to be kept with Party No. 1 and the Photostat copy with original signature with Party No. 2.

Agreeing upon the above terms and conditions the parties have set forth their respective hands before the under mentioned witnesses.

1. Party No. 1



2. Party No. 2



Witnesses:

1.

2.



Signature of First Party



Signature of Second Party

Annexure 1

1) Following are our incentives for E-Waste taken by ON SALE BASIS.

SL. No	Description	Price per Kg. (In Rs)
1	All Kind of IT material , Motors with spare ,Acid batteries, and cables,	15
2	Non IT material and CPU cabinet , Home appliances with Spares Electronic and Electrical E-waste recyclable	15
3	Cartridges, CD and Non recyclable material	Free of cost

***GST and Other taxes extra as Applicable**

Tubes and CFL – up to 50 Kg free of collection in each pick up


Signature of First Party





Signature of Second Party
PRINCIPAL
M.S. ASMABI COLLEGE,
P.O.P. VEMBALLUR,
KODUNGALLUR - 680 671