

পশ্চিমবংশ पश्चिम बंगाल WEST BENGAL

68AB 623942

E-WASTE MANAGEMENT AGREEMENT

The Agreement is entered into at Kolkata on this 18th day of oct , 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 thereinafter 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 (Director) to enter into and sign this Agreement for and on behalf of the First Party.

AND

Don Bosco College, an Educational Institution located at Ziekezou, Kohima 797003, Nagaland 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 <u>Fr. Dr. P. Suresh (Principal)</u> to enter into and sign this Agreement for and on behalf of the Second Party.

Whereas,

A.) 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 is authorized to undertake activities prescribed for Producer Responsibility Organizations.

Hulladek Recycling Pvt. Ltd.

<u>e-CIRCLE</u>, a firm licensed (License No. 31/1539/2018) under Government of Nagaland having it registered office at <u>House No. 93, C-Khel, Diphupar, Dimapur, Nagaland</u>, will act as the First Party's partner for collection and storage of E-waste in Nagaland.

A) The Second Party in compliance of E-Waste (Management & Handling) Rules, 2016 and its Amendments, desires to have services for management of their Electronic Waste except liquid waste

This Agreement sets for the terms and understanding between the First Party and the Second Part that:

- The First Party has agreed to pick up, transport, carry the E-Waste through its channel partner e-CIRCLE and recycle/dispose it off 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 60 days of the pick up the E-Waste.
- 3. The Second Party will sign required documents to acknowledge that E-Waste has been handed over to the First Party.
- 4. The First party shall install "E-waste Collection Bin" at or any other location as may be prescribed by the second party.
- 5. The First Party shall from time to time conduct IEC activities on E waste Management for the Second Party.
- 6. The Second party shall pay a management fee of Rs. 4000 /- per annum to the First Party to be paid in advance.
- 7. The Second Party will accumulate all E-Waste in the "E-waste Collection Bin" provided by the First Party or in a separate room 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 three days from the date of request.
- The Second Party's responsibility will cease once electronic waste has been handed over to the First Party as per clause 3 above. Thereafter, no liability would accrue to the Second party on account of ewaste.
- 9. This agreement will be in force for a period of ________ from the date of execution of this Agreement and can be renewed at the end of every period by mutual consent.
- 10. Records & data of the e-waste material procured will be maintained and transparently shared by the First Party.
- 11. The Second Party has agreed that the general waste such as Municipal Solid Waste will not be included in the E-Waste.
- 12. 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.

Hulladek Recycling Pvt. Ltd.

13. Either party can terminate this Agreement by giving 90 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.

"First Party"

Hulladek Recycling Pvt. Ltd.

Hulladek Recycling Pvt. Ltd.

Authorized Signatory. (Mr. Nandan Mall)

"Second Party"

Don Bosco College.

Dom Bosoo College PB 430

Authorized Signatory (Fr. Dr. P. Suresh) Nagaland

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পশ্চিমৰুগ पश्चिम वंगाल. WEST BENGAL

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E-WASTE MANAGEMENT AGREEMENT

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 thereinafter 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 (Director) to enter into and sign this Agreement for and on behalf of the First Party.

AND

Don Bosco College, Kohima, an Educational Institution located at Kohima, Nagaland 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 the Principal to enter into and sign this Agreement for and on behalf of the Second Party.



Whereas,

A.) First Party is a registered Producer Responsibility Organization (PRO) vide The Registration No. <u>B-29016(12)/(PRO)/18/WM-III Division</u> dated <u>12.11.2018</u> valid up to <u>12.11.2023</u> and is authorized to undertake activities prescribed for Producer Responsibility Organizations.

<u>e-CIRCLE</u>, a firm licensed (License No. UDYAM-NL-01-0000469) under Government of India having it registered office at <u>House No. 93, C-Khel, Diphupar, Chumoukedima, Nagaland</u>, will act as the First Party's partner for collection and storage of E-waste in Nagaland.

B) The Second Party in compliance of E-Waste (Management & Handling) Rules, 2016 and its Amendments, desires to have services for management of their Electronic Waste except liquid waste

This Agreement sets for the terms and understanding between the First Party and the Second Part that:

- The First Party has agreed to pick up, transport, carry the E-Waste through its channel partner
 <u>e-CIRCLE</u> and recycle/dispose it off from the Second Party as per the norms prescribed by the
 Government Authorities from time to time.
- The First Party has agreed to make available the 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 60 days of the pick-up of the E-Waste.
- 3. The Second Party will sign required documents to acknowledge that E-Waste has been handed over to the First Party.
- 4. The First party shall install "E-waste Collection Bin" at or any other location as may be prescribed by the second party.
- 5. The First Party shall from time to time conduct IEC activities and collection drives on E-waste Management for the Second Party.
- 6. The Second party shall pay a management fee of Rs. 5000 /- per annum to the First Party to be paid in advance.
- 7. The Second Party will accumulate all E-Waste in the "E-waste Collection Bin" provided by the First Party or in a separate room and inform the First Party once reasonable volume has accumulated. The pickups confirmed by the Second Party will be carried out on a priority basis,

Hulladek Recycling Pvt. Ltd

- 8. The Second Party's responsibility will cease once electronic waste has been handed over to the First Party as per clause 3 above. Thereafter, no liability would accrue to the Second party on account of ewaste.
- This agreement will be in force for a period of 2 Years from the date of execution of this Agreement and can be renewed at the end of every period by mutual consent.
- 10. Records & data of the e-waste material procured will be maintained and transparently shared by the First Party.
- 11. The Second Party has agreed that the general waste such as Municipal Solid Waste will not be included in the E-Waste.
- 12. 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.
- 13. Either party can terminate this Agreement by giving 90 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.

"First Party"

Hulladek Recycling Pvt. Ltd.

Hulladek Recycling Pvt. Ltd.

Director

Authorized Signatory (Mr. Nandan Mall)

Witness:

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"Second Party"

Don Bosco College, Kohima

Principal on Bosco College

NAGALAND

797001

KOHI

PB - 430 Authorized Signatory Nagaland (Fr. Dr.P Suresh, Principal)

Witness: