



KALINGA UNIVERSITY

AGREEMENT FOR ELECTRONIC WASTE RECYCLING

THIS AGREEMENT ("AGREEMENT") is entered into with effect from August, 2019 at Raipur, Chhattisgarh.

By and Between:

Kalinga University, an University Established under Chhattisgarh Private Universities (Establishment and Operation) Act, 2005, with its registered office at **Kotni, Near Mantralaya, Naya Raipur - 492101, Chhattisgarh India** and situated at **Kotni, Near Mantralaya, Naya Raipur - 492101, Chhattisgarh India** (hereinafter referred to as the "First Party", which expression shall unless repugnant to or inconsistent with the meaning or context thereof be deemed to mean and include their successors, administrators and assigns).

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M/s. Adatte E-Waste Management Private Limited, a company incorporated under the Companies Act, 2013, having its registered office at **C-6/23, Safdarjung Development Area, New Delhi - 110016** and recycling site at **F-120, Karoli Industrial Area, Tapukara extension, Alwar, Rajasthan**, (hereinafter referred to as the "Second Party", which expression shall unless repugnant to or inconsistent with the meaning or context thereof be deemed to mean and include their successors, administrators and assigns).

(The above mentioned Parties to this Agreement shall also be collectively referred to as "**Parties**" and individually as "**Party**").

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, DECLARED COVENANTED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS.

Scope:

- Under this agreement, the Second Party shall collect e-waste from the designated location as specified by the First party and shall process / recycle / dispose of the materials in the approved mode. The ownership on the materials shall pass to the Second Party at the time of receiving the material.

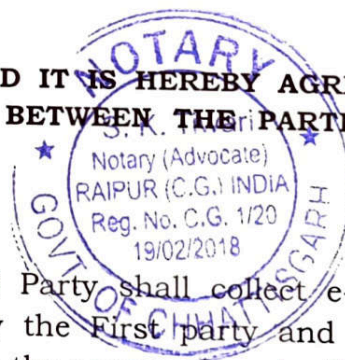
Campus:

Kalinga University, Kotni, Near Mantralaya,
Naya Raipur - 492 101. Chhattisgarh India

Mob: +91 9303097043

E-mail: registrar@kalingauniversity.ac.in

Website: www.kalingauniversity.ac.in



S.K. TIWAR.
NOTARY (ADVOCATE)
RAIPUR (C.G.)

FOR ADATTE E-WASTE MANAGEMENT PVT LTD.
DIRECTOR

Sandh.
01/08/2019
REGISTRAR
KALINGA UNIVERSITY
KOTNI, NEAR MANTRALAYA,
RAIPUR (CHHATTISGARH)



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List of Material to Be Collected:

All type of electrical and electronic waste shall be collected by the First party and sold to the Second Party after dismantling fully and partially.

Logistics:

The Second party shall collect E-waste from the designated location at dates as prescribed by First Party, only if the quantity is full truck load with 5-7 tons of quantity. If quantity is lesser, the First party shall arrange for the transportation at its own expense.

Duration and Validity of Contract:

The duration of the contract will be for 5 years from the date of this agreement which could be renewable further. This Agreement can be terminated by either party after giving a written notice of 30 days to the other party.

Completion of Work:

The time limit of 2 weeks for collection of E-waste by Second party after the receipt of intimation from First party and providing valid recycling certificate within 30 days after the arrival of materials at the premises of Second party shall be strictly adhered to by the Second party.

Other Terms & Conditions:

a) The First Party makes no commitment as to the weight, volume, mix or distribution of e-waste material which may be sold under this contract.

b) Second Party ensure that the e-waste sold under this contract to be processed, recycled or disposed off in an ecofriendly manner and in accordance with the guidelines / laws passed by the Central or State Pollution Boards or such other authorities as may be applicable from time to time.

c) Second Party undertakes that upon taking possession of e-waste material under this contract, it shall destroy all data beyond retrievable condition assuming that the First party has taken all necessary backups and copies. This data cannot be retrieved under any circumstances and the Second party takes no liability whatsoever for any loss or damage arising out of its loss.

ATTESTED

FOR ADATTE E-WASTE MANAGEMENT PVT. LTD.
DIRECTOR

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NOTARY (ADVOCATE)
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d) The infrastructure required for performance of Services will be provided by Second Party at no Extra cost to the First party.

e) Second Party 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.

f) First Party personnel entrusted under this contract and entering into the Second party Premises, subject to undergo security check at any point of time or as desired by the Second party.

g) The First Party undertakes to take best precautions to store their E Waste properly and save it from breakage/leakage. If some waste is found in broken state(already hazardous), the Second party reserves the discretion to pick it up or advice a secure landfill site operator to pick it up directly at First party's cost.

h) The Second Party shall issue green certificate to the First party with details of item and quantity after the disposal of the e-waste within one month.

i) The rates will vary from time to time depending on the market condition.

Standards for Prevention of Pollution:

The Second Party shall comply with the standards, guidelines and norms in accordance with the following National legislation, without making First Party liable in any manner whatsoever:

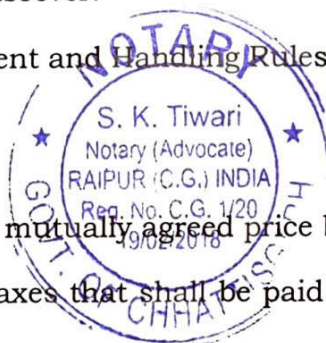
- E-waste (Management and Handling Rules) 2016

Payment terms :

The payment shall be at a mutually agreed price between the two parties.

The price is exclusive of taxes that shall be paid extra by the Second Party at the prevailing rate of tax.

The second party will inspect the material collected at the time of pickup. The payment will be made before the pickup of the material by the second party to the first party through RTGS.



Sandh.
01/08/2019

ATTESTED

S.K. TIWARI.
NOTARY (ADVOCATE)
RAIPUR (C.G.)

FOR ADATTE E-WASTE MANAGEMENT PVT. LTD.
[Signature]
DIRECTOR

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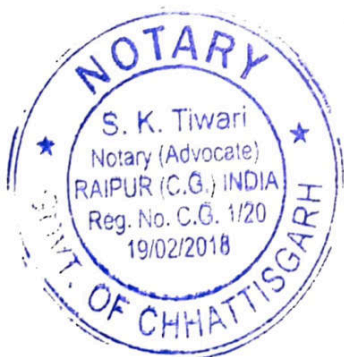
Website: www.kalingauniversity.ac.in



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IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS ON THIS AGREEMENT OF THE DAY, MONTH AND YEAR FIRST WRITTEN ABOVE.

For First Party M/s Kalinga University, Kotni, Near Mantralaya, Naya Raipur – 492101. Chhattisgarh India	For Second Party M/s Adate E-Waste Management Private Limited, C-6/23, Safdarjung Development Area. New Delhi - 110016
SIGNATURE  01/08/2019 REGISTRAR KALINGA UNIVERSITY KOTNI, NEAR MANTRALAYA, RAIPUR (CHHATTISGARH)	SIGNATURE  FOR ADATTE E-WASTE MANAGEMENT PVT. LTD. DIRECTOR
<u>PARTICULARS OF SIGNATORY</u> NAME: Dr. Sandeep Gandhi Designation : Registrar	<u>PARTICULARS OF SIGNATORY</u> NAME: ASHIMANYU ASAY NEHRA Auth. Signatory: 



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