



"AGREEMENT"
(E-Waste Disposal and Management)
With Bulk Consumer

This E-waste Management Agreement ("Agreement") is executed on 1st April 2020 by and between

ETCO e-waste Recycler Private Limited, a company incorporated under the laws of India having its corporate office at **D-117, Ambabari, Jaipur-302039** through its Director Mr. Subhash Jain (hereinafter referred to as "First Party" which expression, unless repugnant to the context hereto, shall mean and include its successors and permitted assigns) OF THE FIRST PART. (As Service Provider)

AND

M/s JK LAKSHMIPAT UNIVERSITY, JAIPUR (RAJ.) having its registered office & facility at **Near Mahindra SEZ, Ajmer Road, Jaipur – 302026**, a Private University incorporated under the laws of India and (hereinafter referred to as "Second Party" which expression shall unless repugnant to the context or meaning there of include its successors and assigns) OF THE SECOND PART ("As Bulk Consumer").

Both the parties have mutually agreed on the following terms and conditions:

- That First Party is authorized from Ministry of Environment and Forests, Govt. Of India and Pollution Control Board for lifting, recycling and disposing the e-waste as per their guide-lines.



Near Mahindra SEZ, Mahapura, Ajmer Road.

- That Second Party has agreed to hand over all the e-waste generated with them for its disposal as per the norms of the government the e waste definition is broadly include all electronic and electric hardware items as defined in e waste rule 2016 and amendment rule 2018.
- Tenure of the agreement will be **ONE** years from the date of its execution, that First Party shall charge a membership fees of **Rs. 12,500/- (Twelve Thousand Five Hundred only** including service and local taxes) for the said services and for providing certifications as required under the laws and regulations for a period from 30/06/2020 to 29/06/2021. The payment will be made in the name of "**ETCO E-waste Recycler Private Limited**". The payment will be made in advance Rs. 12,500/- within fifteen days once agreement is signed.
- Shall get the approval from First and Second party authorities before making the final call of to first party for lifting of material, so that unnecessary approval delay can be avoided. This shall be applicable for each transaction.
- Location, Date and Time of lifting (E-Waste) shall be intimated to first party. Further action (lift) on this shall mutually agreed time confirmation from both side. If e waste is placed multiple locations or plant must be brought into the notice to both concern at the time of this agreement.
- Shall intimate through suitable communication like email along with list of material E-Waste). Approx weight/ volume for inspection of material segregated and kept in at a specified location. So that transportation arrangement is done accordingly.
- That First Party Shall Pay to the Second Party For the e-waste collection in the following manner:-

S.no	Quantity	Rate Per KG.
1	Up to 500 kg	Rs.11

- Shall issue gate pass on the same day when first party transportation vehicle is loaded at second part site. Second part shall make sure that transportation and labour of first party does not face problem many kind of waste like Transportation, Waiting, Operation, and Motion, Delay due to heavy mismatch weight and quantity of list provided to us through detail list (Challan, Invoice & Non-Returnable Gate Pass "NRGP") and actual material available at location. In case of delay beyond the justified time first party may claim 10% of the trip charges.

• Shall provide appropriate packing for e waste in best possible covered manner and support at the time of loading with available at lifting/ unloading mechanism at second part. Or Grant permission to allow



premises of second part for out resource the tools and loading arrangement at part first's cost in case of bulky items or mounted at heights. Preferably it is to be uninstalled by second part.

- Shall maintain records as specified form 2, form 6 received from first part and submit form 3 at the end of financial year to RPCB It is mandatory requirement as per rule guide line of Central Pollution control Board (CPCB) and MOEF & CC, E-Waste Rules 2016. Applicable from 01/10/2016.
- Shall provide separate covered Room or Space with A Board saying that please deposited your all E-E-Waste here. This room should be at ground floor easily accessible to Part First's Vehicle.
- Shall support while inspection of e waste and at the time of lifting. For General guide line for E waste the Schedule I List to be referred as part of agreement mentioned here for reference only rest items related to e waste only similar kind of may be considered at the time of inspection for e waste.



General Conditions

- That First Party shall receive e-waste along with manifest certificate Form 6 from Second Party.
- That First Party shall bear all the inspection/ transportation/handling charges for the goods so handed over by Second Party.
- That Second Party shall put a request for inspection of material segregated as e-waste and put up for collection with First Party by giving at least 4 days prior information for inspection along with the list of e waste collected from Bulk Consumer.
- That after inspection of the goods and issue a lifting order sheet, the e-waste shall be lifted within a period of 7 days by First Party from the date of inspection.
- That the first Party shall provide certificates like Form 2 for recycling to second party, in case the certificate is required by the any Government department related to the e waste without any charges.
- First party is only liable for the material list provided by second party in any situation second party does not declare any e waste as per rules such point of time first part shall not be responsible for such event. It is bulk consumer responsibility to follow Schedule I for their EEE (Electronics & Electricals Equipments) after its end of life.
- Both part shall take care of compliance of E-waste rules and Regulations with regards to E-waste Rules 2016 will submit form 3 to State Pollution Control Board after end of each Financial Year.

First part (Service Provider) shall provide following

- Conduct the training and awareness to staff nominated personnel for E waste to regarding handling of e-waste one time on demand of second party.
- Shall be liable to for execution of services mention in this agreement.
- Free consultation on E-waste as and when needed.
- Regular Updates on E-Waste MoEF & CC, Environment Management time to time.
- Shall provide payment receipt and Member ship certificate within & days once advance payment is received from second part.
- Shall provide you collection (lifting) of material (E-Waste as per Schedule I as per E waste rule 2016) from your organization as within 7 days.
- Shall not Charge for lifting (Collection) maximum twice in a year up to 500kg, inspection, handling and transportation from second part site and is included in this agreement And shall pay Rs. 11/- per kg (inclusive of all taxes) e-waste above 500 Kg to part second for each form 6 issued above 500 Kg (For Example 700 kg-500 kg =200 *11= Rs 2200/-)



- Shall take care of compliance of E-Waste rules and Regulations with regards to E waste rules 2016.

I. DISPUTE RESOLUTION

Any dispute or breach arising out of or in relation to this Agreement shall be referred to arbitration to be conducted by a sole arbitrator appointed in accordance with the Arbitration and Conciliation Act, 1996. The Venue of arbitration shall be Jaipur. The decision of the arbitration shall be binding on both the parties. Subject to the arbitration provisions herein, Courts in Jaipur shall have the exclusive jurisdiction on the matters arising out of or in connection with this Agreement. The I.C.A. rules will apply to this arbitration claim.

II. CONFIDENTIALITY

The existence and all terms and conditions of this Agreement are confidential to the parties, and shall not be disclosed to any other entity or individual, without the other party's written consent, save and except to their respective accountants, lawyers and financial advisors or as required by law. Further, both the Parties shall be under an obligation not to disclose any confidential information and/or proprietary information of the other Party without the written approval of the other Party. Service Provider shall ensure that their staffs comply with all security instructions and policies of the Producer.

III. ROLES & RESPONSIBILITIES:

Execution of this Agreement shall be deemed to be a confirmation by both the parties that no benefit, either in cash or kind has been provided by either party to the other party or to any officer or employee, or any relative/ associate of any officer or employee of either party or of any of their associate institutions/companies in order to enter into this Agreement.

IV. MISCELLANEOUS

Force Majeure: Neither party shall be liable for damages for any delay or failure to perform its obligations here under, if such delay or failure is due to reasons beyond the control of the concerned party including without limitation, strikes, riots, wars, fires, epidemics, quarantine restrictions, unusually severe weather, earth quakes, explosions, acts of God or state or any public enemy or acts mandated by applicable laws, regulation or order, whether valid or invalid, of any Governmental body.

Both parts shall take care of health, safety employee from both side and environment at the time of shipping of e waste.

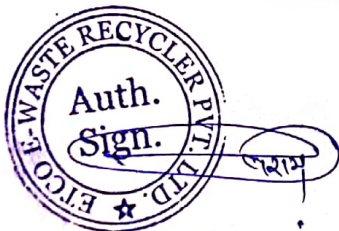
V. TERMINATION

The second part shall not terminate this agreement with the first part unless it gets into an arrangement with any other waste



SCHEDULE I

S. No.	Categories of electrical and electronic equipment	EEE Code	Average Life (Z=?)
1	Centralized data processing : Mainframes	ITEW 1	10 Years
2	Minicomputers		5 Years
3	Server		5 Years
4	Personal Computer	ITEW 2	6 Years
5	Desktop		
6	Laptop	ITEW 3	5 Years
7	Notebook Computer	ITEW 4	5 Years
8	Notepad	ITEW 5	5 Years
9	Printers including cartridges	ITEW 6	10 Years
10	Dot Matrix		
11	Line Printer		
12	Copying equipment		
13	MFDs	ITEW 7	8 Years
14	Photostat		
15	Xerox Machine		
16	Digital Duplicate		
17	Electrical & Electronic Typewriters	ITEW 8	5 Years
18	User Terminals and systems	ITEW 9	6 Years
19	Towers		
20	ATM		
21	Facsimile	ITEW 10	10 Years
22	FAX		
23	Telex	ITEW 11	5 Years
24	Teleprinter		
25	Wireless Telegram		
26	Telephones	ITEW 12	9 Years
27	Handset		
28	Pay Telephones	ITEW 13	9 Years
29	Coin Phones		
30	Cordless Telephones / Walky Talky	ITEW 14	9 Years
31	Cellular Telephone	ITEW 15	
32	Feature Phones		7 Years
33	Smart Phone		5 Years
34	Mobiles		
35	Answering Systems	ITEW 16	5 Years
36	Television Sets	CEEW 1	9 Years
37	Refrigerator	CEEW 2	10 Years
38	Washing Machine	CEEW 3	9 Years
39	Air Conditioners	CEEW 4	10 Years
40	Plant Air Conditioners		
41	Fluorescent and other Mercury containing lamps	CEEW 5	2 Years
42	PCB of All kind		
43	PVC Coated wires & cables		



- management company who has been approved by the state pollution control board or any other ancillary laws that are prevalent for the time being in force in India and also upon being satisfied that the said organization has complied with the requisite statutory compliances and has the infrastructure as mandated by the governing laws herein.
- b. In the event of termination of Services, either of party shall issue one month prior notice of exit and same shall be binding on either side. The fee pre paid for UN-serviced shall be refunded to the second party (on pro rata basis), in case First party does not provide alternate options.
- c. Expiry or early termination of this agreement, the service provider shall ensure handling over of all records and documents of the customer and completion of statutory formalities of the customer in relation to E-Waste Management Rules, till the effective date of expiry or earlier termination of this agreement.

VI. CONSENT

The parties to this agreement being consensus to each other and upon understanding the meaning and purport of this agreement voluntarily agree to enter into this agreement without any coercion, misrepresentation, fraud or undue influence by any of the parties herein or any other third party.

IN WITNESS WHEREOF both the parties to this agreement have put their respective hands on the day, month and year as first above mentioned.

First Part as Service Provider (E-Waste)

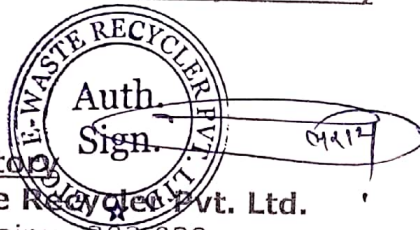
Authorized Signatory

M/S **ETCO E-Waste Recycled Pvt. Ltd.**

D-117, Ambabari, Jaipur-302 039

Contact: 92143 18257

Email: etcoewaste@gmail.com



For: Second Part as Customer (Bulk consumer of E-Waste)

Registrar
JK Lakshmipat University

Authorized Signatory

M/s **JK LAKSHMIPAT UNIVERSITY**

Near Mahindra SEZ, Ajmer Road

Jaipur-302 026





web www.indiaewasterecycler.com
E-mail etcoewaste@gmail.com

ETCO E-Waste Recycler Private Limited

HEAD OFFICE : D-117 AMBABARI, JAIPUR 302039 Factory Add:- SB-23 Shilpbari, VKI Jaipur (Rajasthan)

WhatsApp/Calling No- 8005587883
GSTIN: 08AADCE2137Q1ZC



Tax Invoice

Invoice No: 2020-21/009		Transport Mode:	
Invoice date: 28/07/2020		Vehicle number:	
Reverse Charge (Y/N):	No	Date of Supply: 28/07/2020	
State: Rajasthan	Code	08	Place of Supply: Our Factory

Bill to Party				Ship to Party (Location)			
J K LAKSHMIPAT UNIVERSITY				J K LAKSHMIPAT UNIVERSITY			
J K LAKSHMIPAT UNIVERSITY, Laliya ka Bas, Mahapura, Ajmer Road, Jaipur, Rajasthan 302026				J K LAKSHMIPAT UNIVERSITY, Laliya ka Bas, Mahapura, Ajmer Road, Jaipur, Rajasthan 302026			
GSTIN: 08AAAJ0849E1ZD							
State: Rajasthan		Code	08	State: Rajasthan		Code	08

S. No.	Product Description	HSN code	UOM	Qty	Rate	Amount	Discount	Taxable Value	CGST		SGST		Total
									Rate	Amount	Rate	Amount	
1	Membership Fee for E-waste Disposal as per norms for 1 Year (Bulk consumer to Dismantler as per agreement)	9994	1 YEAR	1	12500.00	12500	0	12500	9	1125	9	1125	14750
Total				1		12500	0	12500		1125		1125	14750

Total Invoice amount in words								Total Amount before Tax		12500	
Fourteen Thousand Seven Hundred Fifty Only								Add: CGST		1125.00	
								Add: SGST		1125.00	
								Add: TCS 1 %		0	
								Total Tax Amount		2250	
								Total Amount after Tax:		14750	
Bank Details		A/C No: 50131383015						GST on Reverse Charge		0	
Allahbad Bank Ambabari IFSC Code: ALLA0210572										Certified that the particulars given above are true and correct	

Terms & Conditions								For, ETCO E-Waste Recycler Pvt. Ltd.			
1. Subject to Jaipur jurisdictions only. 2. No Cash Transaction above INR 10,000/- Allowed. 3. Goods once sold shall not be taken back. 4. The due payments as per purchase order must be cleared within 15 days, else @ 24% PA shall be 5. Above mentioned Rates are applicable at our factory, Jaipur. 6. Form 27 C will provided from your side.											

"As per the E-waste Rule 2016, this product needs to be disposed / recycled through authorized channel. This product contains lots of toxic elements which may harm our environment. Please call at 18008434443 to get the safe disposal of your product"

OK for accounting.
[Signature]

GSTIN : 08AFCPY5598N1ZB

TAX INVOICE
Disha Enterprises

176 Near Narsingh Mandir Muhana, Sanganer Jaipur Rajasthan 302029
Tel : 9829901144 email : dishaenterprises2000@gmail.com

Invoice No. : 61
Date of Invoice : 31-12-2019
Place of Supply : Rajasthan (08)
Reverse Charge : N

Billed to :
JK LAKSHMIPAT UNIVERSITY
NEAR MANINDRA SEZ, MAHAPURA, AJMER ROAD,
JAIPUR RAJASTHAN 302026

Shipped to :
JK LAKSHMIPAT UNIVERSITY
NEAR MANINDRA SEZ, MAHAPURA, AJMER ROAD,
JAIPUR RAJASTHAN 302026

GSTIN / UIN : 08AAAJJ0849E1ZD
GSTIN / UIN : 08AAAJJ0849E1ZD

S.N	Description of Goods	HSN/SAC Code	Qty	Unit	Price	Amount(₹)
1.	Garbage Collection Service Charges J. K. Laxhmipat University Campus 01 December 2019 to 31 December 2019	999424	18.00	Units	800.00	14,400.00

Add : CGST @ 9.00 % 1,296.00
Add : SGST @ 9.00 % 1,296.00

Grand Total 18.00 Units ₹ 16,992.00

Tax Rate	Taxable Amt	CGST	SGST	Total Tax
18%	14,400.00	1,296.00	1,296.00	2,592.00

Rupees Sixteen Thousand Nine Hundred Ninety Two Only
Party - 16,992.00

Bank Details : Bank of Baroda
A/c No. 56150200000020 Ifsc Code : BARB0HOMEOP

Terms & Conditions
E.& O.E.
1. Goods once sold will not be taken back.
2. Interest @ 18% p.a. will be charged if the payment is not made with in the stipulated time.
3. Subject to 'Rajasthan' Jurisdiction only.

Receiver's Signature :

for Disha Enterprises
(Signature)
Authorized Signatory

No p/s to be given
OK
(Signature)

(Signature)
2/1/2020

JK LAKSHMIPAT UNIVERSITY

November 04, 2015

Ref: JKLU/ REG./598

M/s. Disha Enterprises
"Housekeeping and Facility Management Services"
Muhana, Near Narsing Mandir,
Sanganer, Jaipur

Kind Attd.: Mr. Ravindar Vishnoi

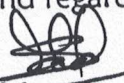
Regarding: Services for Garbage Collection from JKLU Campus

Dear Sir,

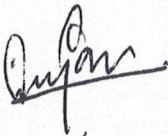
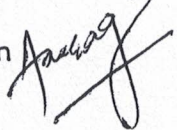
This is with reference your offer No. DE/JKLU/Qt. 1 dated October 19, 2015 offering the services. We are hereby awarding the contract w.e.f. 01.12.2015 for collection the Garbage from JKLU Campus on the following terms and conditions:

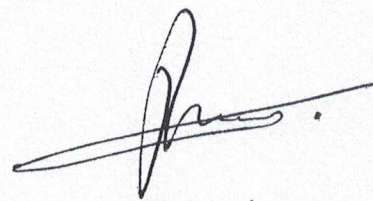
- (a) You will be paid @ Rs. 750/- per day/trip (plus Service Tax as applicable) for collection of garbage from JKLU.
- (b) You will be paid for actual number of days of collection of garbage during the month.
- (c) Trips to be certified from the gate entry.
- (d) You will provide the vehicle with necessary man power to lift the garbage. You will also arrange to cover the garbage in the vehicle.
- (e) You will be responsible for your employee's, employed for the services. Your employees should abide the discipline/rules of the University during the campus.
- (f) You will provide the valid license for collection of the garbage and you will dispose of/ dump the garbage at specified area by the authority.
- (g) Payment will be made after deduction of TDS within 30 days from the date of submission of bill.
- (h) This contract will be valid for a period of one year.
- (i) The contract can be terminated with 30 days notice by either party.
- (j) Please signify your acceptance by signing the duplicate copy by this letter.

With kind regards,


Col. S. Manohar
Deputy Registrar

CC: 1. Sr. Estate Officer
2. CF & AO
3. Accounts Section



18/11/2015

Ravindar Vishnoi

FORM - 3
Government of Rajasthan
Department of Labour
CERTIFICATE
(See rule 4)



Rajasthan Shops And Commercial Establishments Acts, 1958

Registration No. :- SCA/2017/14/134595

Name of Establishment :- M/S DISHA ENTERPRISES

Name of Occupier/Employer :- Mrs. USHA DEVI

Father/Husband Name :- Mr. SURESH CHAND YOGI

Postal Address of Establishment :- 176, NARSINGH JI KE MANDIR KE PAS, MUHANA,
SANGANER, Jaipur, Rajasthan

Total Number of employees employed :- 10

Weekly off Day :- Sunday

Date of commencement of Business :- 19/10/2015

Validity of Registration :- 31/12/2020

It is hereby certified that the establishment Commercial Establishment is registered under Rajasthan Shops
And Commercial Establishments Acts, 1958 on 31 December 2014.



Seal

Inspector

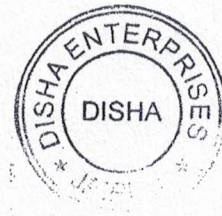
Rajasthan Shops And Commercial Establishments Acts, 1958

Renewal Details

Date of Application/Renewal	From Date	To Date
18/01/2017	01/01/2018	31/12/2020

This is merely a Registration Certificate and not License and it does not by itself bestow any legality on the structure or confer any
right on the employer so far the date and time of existence of the structure in which this Shop/Establishment is located.

No child labour is employed in this establishment and all the labour laws are followed which
are applicable on this establishment.



Generated Date:- 15/09/2019

This is a computer generated certificate. You can verify this certificate on www.labour.rajasthan.gov.in

JK LAKSHMIPAT UNIVERSITY

NOTE SHEET

Ref. JKLU/REG./114

February 21, 2017

1. M/s. Disha Enterprises has been providing garbage collection services to JKLU on the basis of Rs. 750/- per day per trip for the last one year. The contract had expired on 30.11.2016 and hence needs to be renewed. The services of the vendor have been found satisfactory during the period.
2. The vendor has agreed for extension of the contract for further one year on same terms and conditions. Recommended for extension of contract for one year.
3. Put up for the approval of the Vice Chancellor.



Dy. Registrar



CF & AO



Vice Chancellor 21.02.17

JK LAKSHMIPAT UNIVERSITY



Ref: JKLU/REG./1060

April 17, 2018

M/s. Disha Enterprises
(Job Contractor & All Kind of Labour Supplier)
LG-31, Balaji Tower VII, Jagatpura Road,
Jaipur - 302017

Kind Attd.: Mr. Ravindar Vishnoi

Subject: Extension of contract dated November 04, 2015 for Garbage Collection from JKLU Campus.

Dear Sir,

Please refer to your application dated 28.02.2018 for extend the contract no. JKLU/REG./598 dated November 04, 2015.

We are hereby extending the contract for a further period of one year from 01.12.2017 to 30.11.2018.

Other terms and conditions will remain same. However, you will be paid @ Rs. 800/- per day / trip (plus Service Tax as applicable) for collection of garbage from JKLU w.e.f. 01.04.2018.

Please signify your acceptance by signing of duplicate copy of this letter.

Thanking you,

For JK LakshmiPat University,

(CA. KK Maheshwari)
Officiating Registrar

By Ravindar Vishnoi
26/04/2018