

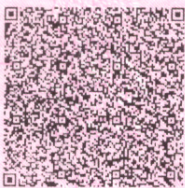


सत्यमेव जयते

INDIA NON JUDICIAL Government of Punjab

e-Stamp

Certificate No. : IN-PB92921157880287W
Certificate Issued Date : 30-Dec-2024 03:07 PM
Certificate Issued By : pbaukuguu
Account Reference : NEWIMPACC (SV)/ pb7075504/ JALANDHAR/ PB-JL
Unique Doc. Reference : SUBIN-PB707550484954320846946W
Purchased by : K J RECYCLERS
Description of Document : Article 5(c) Agreement of Memorandum of an Agreement - if relating to the sale of immovable property
Property Description : Not Applicable
Area of Property : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : K J RECYCLERS
Second Party : Not Applicable
Stamp Duty Paid By : K J RECYCLERS
Stamp Duty Amount(Rs.) : 100
(One Hundred only)
Social Infrastructure Cess(Rs.) : 0
(Zero)
Total Stamp Duty Amount(Rs.) : 100
(One Hundred only)



Please write or type below this line

This stamp paper forms an integral part of E-Waste Service agreement between 2 parties
K.J. Recyclers and Khalsa College of Engineering and Technology for the period of 3 Years
beginning from 06th May 2025



QE 0021230505

PAN INDIA SERVICES AGREEMENT

The validity of this agreement is for 3 years from the date of purchasing of stamp paper

By and Between

K. J. Recyclers, a partnership firm having its E-waste Recycling Facility at **C-38, Sanjay Gandhi Nagar, Industrial Area Jalandhar Punjab -144004** India through its authorized signatory, Hereinafter referred to as "Service Provider" which expression shall, unless repugnant to the context, include successors, representatives and permitted assignees) of the one part.

AND

Khalsa College of Engineering and Technology having its registered office at **C-Block, Ranjit Avenue, Amritsar** (hereinafter referred to as the "Recipient" 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.

The Service Provider and the Recipient are hereinafter collectively referred to as the "Parties" and singularly as "Party".

WHEREAS:

- A. The Recipient is engaged in the business of **Educational Services**
- B. Service Provider is capable for Recycling of E-waste as per Schedule I
- C. The Service Provider is engaged in the business of collection, dismantling and recycling of used electrical and electronic appliances and e-Waste.
- D. The Service Provider is a registered and approved E-Waste Recycler by the Punjab Pollution Control Board and is operating a facility for the collection, reception, transportation, treatment and processing of E-Waste and having their authorized Recycling Machinery in Jalandhar, Punjab.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS AND FOR OTHER VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. DEFINITIONS

Definition of Confidential Information. For all purposes of this Agreement, the term "Confidential Information" shall collectively refer to all non-public information or material disclosed or provided by one party to the other, either orally or in writing, or obtained by the recipient party from a third party or any other source, concerning any aspect of the business or affairs of the other party or its "affiliates" including without limitation, any information or material pertaining to products, formulae, specifications, designs, processes, plans, policies, procedures, employees, work conditions, legal and regulatory affairs, assets, inventory, discoveries, trademarks, patents, manufacturing, packaging, distribution, sales, marketing, expenses, financial statements and data, customer and supplier lists, raw materials, costs of goods and relationships with third parties. Confidential Information also includes any notes, analyses, compilations, studies or other material or documents prepared by the recipient party which contain, rely on or are based, in whole or in part, on the Confidential Information.

Confidential Information" does not include information which:

- (a) Is known by the Receiving Party prior to receipt from the Disclosing Party, without any obligation of confidentiality;
- (b) Becomes known to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party;
- (c) Lawfully becomes publicly known or otherwise publicly available, except through a breach of the Agreement; or
- (d) Is independently developed by the Receiving Party without use of or access to the Disclosing Party's Confidential Information. The Receiving Party may disclose Confidential Information pursuant to the requirements of applicable law, legal process or government regulation, but only after it notifies the Disclosing party (if legally permissible) to enable the Disclosing party to seek a protective order or otherwise to contest such required disclosure, at the Disclosing Party's expense.

"e-Waste" means electrical and electronic equipment, whole or in part discarded as waste by the consumer as well as rejects from manufacturing, refurbishment and repair processes

"Recycling" means recycling of waste electrical and electronic equipment mentioned in E-Waste Management rules 2022 and amended thereafter.

"Recipient Company" means a party that receives Confidential Information under this agreement.

"Services" shall mean the services more fully set forth in **Schedule 1** to be rendered in accordance with the terms of this Agreement.

2. SERVICES

- a. The Service Provider shall perform services in the nature of collection, and Recycling of the e-Waste that it shall collect at various locations including Recipient offices, service centers, service dealers, warehouse, stores, factory/manufacturing locations across the country from the Recipient and its customers/consumers and such other services as are more fully described in **Schedule 1** ("Services") during the Term of the Agreement at its own cost and expense.
- b. Recipient agrees to permit Service Provider during the reasonable time for collection of E-Waste material on "as is - where is" basis. Service Provider agrees to collect the E-waste as may be agreed by the parties in writing at the time of collection of E-waste material. The Service provider shall collect the e-waste material from the Factory or any other places as may be specified in writing from time to time. Service Provider agrees to Process such quantities of the Materials as offered by the Recipient from time to time.
- c. It is agreed between the parties that every Material agreed to be offered under this agreement shall necessarily pass through the Process before it is ultimately recycled in an eco-friendly manner and in accordance with the / laws passed by the central or state pollution control boards or such other authorities as may be applicable from time to time.

- d. The Parties may at any time by mutual discussions on mutually agreed terms and conditions amend the **Schedule 1**.
- e. During the Term of this Agreement, the Service Provider agrees and undertakes that it shall obtain/ obtained and maintain all the necessary permits, approvals, sanctions and licenses etc. in compliance with the existing applicable Laws including any modifications therein from time to time in relation to or in connection with the rendering of the Services under this Agreement.
- f. The Service Provider agrees that it shall at all times comply with all applicable Laws.
- g. Service Provider will arrange collection and channelisation of e-waste from any part of the country or from any consumer in a safe and in an environmentally sound manner as and when required.

3. CONSIDERATION AND PAYMENTS:

- 3.1 Service Provider will make payment to the Recipient against the received e-waste material, as specified in Schedule 2 of this Agreement. The Service Provider shall also provide the services as specified in Schedule 1 of this agreement.
- 3.2 It is agreed by both the parties that Recipient shall make payment to Service Provider as specified in Schedule 2 for utilization of various services as mentioned in Schedule 1 after submitting the necessary documents pertaining to services accomplishment.
- 3.3 The cost for transportation of the e-waste materials from the factories of the Recipient to the dismantling centers and from dismantling centers to the recycling plant of Service Provider shall be solely borne by Service Provider. The cost of loading and unloading of the E-waste material offered to the Service Provider including the cost of manpower deployed for the said purposes shall also be borne by Service Provider and Recipient shall not make any payment whatsoever for the same. There should not be delay in allowing the service Provider to pick-up the material from the factories of the recipient.

4. INDEMNITY

a. Indemnification by the Service Provider:

- i. The Service Provider shall be liable to indemnify, defend and hold harmless the Recipient, its Affiliates, employees, agents and other representatives (collectively, the "**Indemnified Persons**") from and against any and all Losses, whether suffered or incurred by any of the Indemnified Persons, to which any of the Indemnified Persons may otherwise become subject (regardless of whether or not such Losses relate to any Third Party claim) and which arise out of, or result from or are connected with any:
 - (i) misrepresentation in, inaccuracy in or breach by the Service Provider of any representation, warranty, term, covenant or undertaking of the Service Provider contained in this Agreement; or,
 - (ii) violation of the applicable Law or any Governmental approval by the Service Provider in the course of this Agreement; or,
 - (iii) any act or omission amounting to the gross negligence, willful default or willful misconduct by the Service Provider.

b. Indemnification by the Recipient:

- i. The Recipient shall be liable to indemnify, defend and hold harmless the Service Provider its Affiliates, employees, agents and other representatives (collectively, the "Indemnified Persons") from and against any and all Losses, whether suffered or incurred by any of the Indemnified Persons, to which any of the Indemnified Persons may otherwise become subject (regardless of whether or not such Losses relate to any Third Party claim) and which arise out of, or result from or are connected with any:
 - (i) misrepresentation in, inaccuracy in or breach by the Recipient of any representation, warranty, term, covenant or undertaking of the Recipient contained in this Agreement; or,
 - (ii) violation of the terms of applicable Law or any Governmental approval by the Recipient in the course of this Agreement with the Service Provider; or,
 - (iii) any act or omission amounting to negligence, default or misconduct by the Recipient;

5. **TERMINATION –**

- a. The Parties may renew the Agreement for a further term by mutually agreeing in writing. The terms of the Services shall also be subject to renewal from time to time as agreed between the Parties.
- b. The Parties may terminate this Agreement by mutual consent by giving the other party a written notice of one (1) calendar month. In such an event, subject to the other terms contained herein, the Service Provider shall be paid for the Services as per this Agreement rendered till the date of such termination.

c. Consequences of Termination: Upon termination of Agreement:

- i. the Service Provider shall immediately cease to provide the Services;
- ii. the Service Provider shall pay all the amounts stated in this Agreement due to the Recipient till the date of termination;
- iii. within thirty (30) days of receipt of notice of termination, each Party shall return Confidential Information of the other in its possession and shall not make or retain copies without the consent of the other Parties

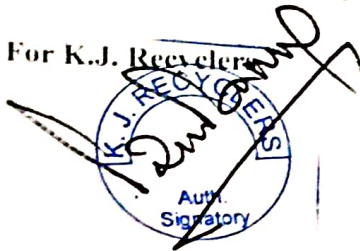
6. **ETHICS**

The Parties agree to conduct business in an ethical manner and in accordance with all applicable laws. No promise/offer/payment in cash or kind including no improper payments has or will be made to either party or their respective officials/agents etc. or to any third party with respect to the Contract. Breach of any of the above shall be sufficient ground for the non-defaulting party to revoke or cancel this Contract extra judicially.



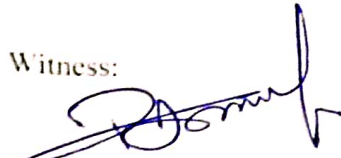
IN WITNESS WHEREOF, each of the aforesaid named Parties has signed and executed this Agreement, and all the original copies hereto, on the date first above written.

For K.J. Recyclers



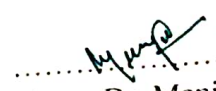
Name: Pritpal Singh Chawla
Designation : (Partner)

Witness:



Name: Rohit Aggarwal
Title: Manager

For Khalsa College of Engineering and Technology



Name: Dr. Manju Bala
Designation : Director
Director
Khalsa College of Engg. & Technology Amritsar



Witness



Name: Er. Bikramjit Singh
Title: Registrar.

Schedule 1: Services

Sr. No.	Service Type	Conditions
1	Logistic Service	Will be borne by Service Provider <i>Subject to the quantum of Minimum Material of 600 Kg's</i>
2	Collection Manifest	will be issued While collecting material
3	E-Waste Destruction Certificate (Compulsory)	will be issued after processing of E-waste
4	E-waste Records (Both Quarter & Annual)	Service Provider will assist you in preparing Quarterly Records and Annual Records

1. E-waste – Generic

Pan-India pickup of E-waste generated at 'Offices, warehouses, service centers, factories, assembly plants if any, resulting from repairs, replacements, rejections/defectives.

2. E-waste - Bulk Consumer

Pan-India pickup of E-waste generated at their offices or corporate Offices in the form of E-waste created in the form of IT or Non IT Material and Consumer electric and electronic equipment if full or parts

SCHEDULE 2**(Service Fees and other Fees)****1. Service Fees –**

Service provider will charge annually INR 10000/- (Ten thousand rupees) + Taxes for assisting in Compliance services mentioned in Schedule 1.

2. E-waste Generic as Bulk Consumer

Particular	Quoted Value	Consideration
IT related Waste (Internally Complete with all Parts)	INR 32 Per Kg	Service Provider will pay
Cartridges/Tonner	Free of Cost	
Scrap Wire, Motors, Air Conditioner, Other Electrical Scrap, General Scrap	Subject to quantity or Inspection of material	
CFL/Tube, Led Lights, Bulbs	INR 100 Per Kg -Chargeable	Recipient will pay

Quoted Prices are exclusive of GST

These quotes are valid for only your City, Out of city rates may vary

3. Awareness Campaigns

As per statutory compliance for end consumer awareness campaigns, all campaigns will be managed and executed by the Recipient and all costs will be borne by Recipient.

Signature
Director
Khalsa College of Engg.
& Technology Amritsar

Signature
Auth. Signatory

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