

**E-INCARNATION RECYCLING
PVT. LTD., MUMBAI**

AGREEMENT

THIS AGREEMENT ("Agreement") is executed at Mumbai, on **Thursday 9th September 2021**.

BETWEEN

E-Incarnation Recycling Private Limited a company registered under the Companies Act, 1956 and having its Corporate Office at 1304, Lodha Supremus, Senapati Bapat Marg, Lower Parel (West), Mumbai- 400 013. Hereinafter referred to as "**The Recycler**", which expression unless be repugnant to the context, shall mean and include successors and assigns of the One Part.

AND

ZSCT's Thakur Shyamnarayan Degree College no.1019 its Registered Office at Thakur Complex, Kandivali (East) Mumbai 400 101 hereinafter referred to as "**The Client**", which expression unless be repugnant to the context, shall mean and include successors, affiliates and assigns of the Other Part.

WHEREAS:

- A. The Recycler is registered as an approved E-Waste Recycler by the Maharashtra Pollution Control Board ("MPCB") under Section 25 of the Water (Prevention & Control of Pollution) Act, 1974 & under Section 21 of the Air (Prevention & Control of Pollution) Act, 1981 and has an authorization under Rule 5 of the Hazardous Wastes (Management, Handling & Transboundary Movement) Rules 2008 & E-Waste (Management & Handling) Rules, 2011 and is operating a facility for the collection, reception, transportation, treatment and disposal of E-Waste and having their recycling machinery in Tarapur, Thane.
- B. As part of its business requirements the Recycler, requires suitable used electric and electronic and IT equipments that are intended to be discarded (as defined in article 1.5 as "E-waste")
- C. The Client is an educational institutions **ZSCT's Thakur Shyamnarayan Degree College**.
- D. The Recycler has approached the Client in order to have an arrangement to collect the E-Waste generated by the Client on an ongoing basis and, accordingly, the Client and the Recycler decided to execute this Agreement on the terms and conditions agreed between them and as mentioned below.

(As the context may require, the Recycler and Client shall hereinafter be referred to severally as "**Party**" and collectively as "**Parties**")

THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES AND SUBJECT TO THE TERMS & CONDITIONS OF THIS AGREEMENT, THE PARTIES HERETO AGREE HEREBY AS FOLLOWS:

Definitions

In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings ascribed to them:

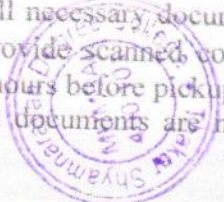


approvals from government authority or other government restrictions or adjudication by quasi-judicial authorities (including those relating to environment, taxes, assessment etc.) governing the Territories of Client and Recycler.

- 1.3. "Delivery Date" shall mean the date and time of the delivery of E-Waste at the Delivery Point.
- 1.4. "Delivery Point" shall mean place of business of the Client as may be agreed from time to time.
- 1.5. "E-Waste" shall mean waste electrical and electronic equipment, whole or in part and scraps or rejects from their manufacturing process and the internal used electrical and electronic equipments which are intended to be discarded. The waste end of life equipments which can be useful directly or after refurbishing or recycling.
- 1.6. "Term" shall have the meaning ascribed to in clause 5.1.1
- 1.7. "Territory" shall mean pan India from where E-Waste is being supplied to Recycler.

2. Obligations

- 2.1. The Recycler shall procure all necessary insurance for risks that may arise in the process of transportation of E-Waste from Delivery Point to Recycler's plant and title over E-Waste shall remain with the Client until the E-Waste is delivered at Delivery Point. The Recycler shall provide the logistics services from the Delivery Point.
- 2.2. The Client shall provide a minimum quantity of **100 Kgs** of e-waste per lot, per location to make the transport feasible for the Recycler.
- 2.3. The Recycler agrees that it shall undertake quality and quantity check of E-Waste material as per the specifications pursuant to Purchase Order or as may be agreed between the Parties.
- 2.4. The Recycler shall comply with packing and delivery conditions as agreed between the Parties and as per Applicable Laws and, accordingly, pack E-Waste for shipment.
- 2.5. The Client agrees that it shall on best effort basis display at all appropriate places including on its premises, website, printed material in the nature of brochures, flyers etc, E-incarnation Recycling Private Limited as its E-waste recycler.
- 2.6. The Client shall notify the Recycler, in case it is required to identify and furnish details of the Recycler as the E-Waste recycler of the Client, to any government, regulatory, judicial, quasi-judicial, industry, associations, non-governmental organizations etc.
- 2.7. The Recycler will be exclusive partner to the Client for the Term of this Agreement.
- 2.8. Recycler shall deliver the E-Waste at Delivery Point and both the Parties shall keep each other informed of the Delivery Date and in the event of any changes in the date and time of delivery, either Party shall give at least 24 hours prior notification to the scheduled delivery time.
- 2.9. Recycler shall arrange for all necessary documentation for transportation of E-Waste to Delivery Point and shall provide scanned copies of all the documents facilitating the delivery process at least 24 hours before pickup time. Recycler may decline the receipt of the E-Waste if the required documents are not provided by the Client at the time of delivery.



- 3.1. The Recycler shall comply strictly with Applicable Laws and the entire responsibility of supplying and delivering E-Waste will be of the Client till the Delivery Point. The Recycler shall be solely responsible for obtaining any necessary permits and licenses and any laws associated in relation to its obligations under the Agreement.
- 3.2. The Recycler shall indemnify and hold harmless the Client, its directors, officers, employees, agents and authorized representatives from any claim, suit, and legal or other proceedings, demands, damages, liabilities, cost (including attorney fees), expenses arising due to its non compliance under any other obligations in this Agreement.
- 3.3. The Recycler shall provide to the Client a certificate of sustainable recycling against actual E-Waste weight within 7-21 working days from the date of pickup.
- 3.4. The Recycler shall provide the Client a Certificate of Data Destruction against all the Data Storage devices received, confirming that the data has been safely destroyed.

4. Inspection

- 4.1. In the event the E-Waste supplied is (a) less in quality and quantity as per the specifications, Recycler may demand the Client to supply the E-Waste that is falling deficit or (b) if it includes any excluded materials, which fails to meet the specifications of E-Waste definition, the Recycler may refuse to collect such portions of E-Waste. The Recycler shall not exclusively collect waste such as tube lights and CFL tubes unless it is accompanied by other electronic waste material. In the event where E-Waste has not been rejected within thirty (30) days of receipt of E-Waste by the Recycler, it shall be deemed to have been accepted. To reject E-Waste, the Recycler shall, within the above period, notify the Client in writing of its rejection and in response the Client shall within ten (10) days of receipt of the request make arrangements to receive the rejected quantities and supply substitution to the rejected E-Waste at its own cost.

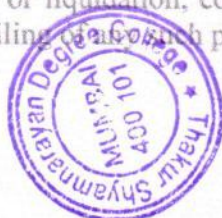
5. Term and Termination

5.1. Term

This agreement will be effective from **Thursday 9th September 2021** ("Effective Date"), unless earlier terminated as provided herein, will continue for a period of 3 years and the same will be renewed automatically for the period of 3 years until and unless it is terminated by either Party in writing by providing a notice of 30 days to the other Party.

5.2. Termination

- 5.2.1. Both the Parties may terminate this Agreement for any reason by giving 30 days prior written notice to other party and this agreement will stand terminated on the expiry of the said 30 days notice period.
- 5.2.2. In case Recycler terminates this Agreement, it should have fulfilled and complied with all its obligations to the Client under this Agreement before termination.
- 5.2.3. The Client shall have a right to terminate this Agreement with immediate effect, if at any time during the term of this Agreement the Client is informed or information comes to the Client's attention, or if it is so decreed or adjudged by any court, tribunal or other authority, that the Recycler is or may be in violation of any laws or if the Recycler commences any proceeding or file any petition seeking relief under any applicable bankruptcy, insolvency, or liquidation; consent to or acquiesce in the institution of any such proceeding or the filing of such petition.



following circumstances if the Recycler fails to remedy such breach within 15 working days of receiving a written notice to that effect:

- (a) If the Recycler fails to comply or commits a breach of any terms/obligations under this Agreement or to observe any of its obligations or breaches all or any of the terms of this Agreement;
- (b) If the Recycler commits breach of any of the warranties given and fails to remedy / rectify them within 15 days from the receipt of notice from the Company.
- (c) If in the opinion of the Company the interests of the Company are jeopardized in any manner whatsoever.

5.2.5. In the event Force Majeure (as defined in Section 8) continues unabated for an uninterrupted period of 30 days either Party has a right to terminate this Agreement by providing prior written notice.

5.2.6. It is hereby agreed and understood by the Parties that the provisions of this Section shall not limit or restrict nor shall they preclude the Client from pursuing such further and other legal actions, against Recycler for any breach or non-compliance of the terms of this Agreement.

6. Representation & Warranties

The Parties hereby represent and warrant as at the date hereof, as follows:

- 6.1. The Parties are companies duly organized, validly existing and in good standing under the Indian laws.
- 6.2. Parties have the power and authority to enter into this Agreement and perform its obligations hereunder. The execution, delivery, and performance of this Agreement by the Parties and the performance of its obligations hereunder have been duly authorized and approved by all necessary action and no other action on the part of the Parties is necessary to authorize the execution, delivery, and performance of this Agreement.
- 6.3. The execution, delivery and performance of this Agreement by the Parties will not violate or contravene any law, statute, rule, regulation, licensing requirement, order of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound and shall also not violate any of the existing contracts, agreement or arrangements of the Parties; and
- 6.4. The Recycler has obtained authorization and registration from MPCB in accordance with the procedure laid down under Rules 9 and 11 of the E-Waste (Management and Handling) Rules, 2011. The Recycler shall further ensure that the facility and recycling processes are in accordance with the standards laid down in the guidelines published by the Central Pollution Control Board.
- 6.5. The Recycler has the facility to complete environment friendly refurbishing or recycling of electronic and electrical components.

7. Confidentiality

Each Party shall keep this Agreement and all related information and correspondence provided to the other Party in strict confidence, and shall not disclose the same to any third party, except if required to be disclosed under Applicable Laws. For the purpose of this clause, Parties must enter into an appropriate confidentiality agreement.



- 8.1. Force Majeure means any event or a combination of events that materially or adversely affect the performance of either Parties of its obligation ("Affected Party") of its obligations in whole or in part, pursuant to the terms of this Agreement but only to the extent that such event or circumstances are not within the Affected Party's reasonable control and have not been caused by willful neglect or act or omission of the Affected Party. The following events shall constitute Force Majeure: epidemic, nuclear emergency, earthquake, riot, war, acts of terrorism.

9. **Notice**

Any notice, invoice, approval, advice, report or any other communication required to be given under to a Party hereunder shall be addressed and delivered to the place of business of such Party as set out above or at such other address as may be communicated by such Party to the other Party from time to time for this purpose. The date of service shall be deemed to be the day following the day on which the notice was sent by post and same day if sent electronically.

10. **Monetary Transaction.**

- 10.1. In any case/situation the Client shall not pay any money to the Recycler. The transportation cost of the pickup of the E-Waste shall be fully paid by the Recycler.
- 10.2. The Recycler shall not pay any money to the Client. The transfer of ownership of the E-Waste shall not include any monetary returns to the Client by the Recycler.


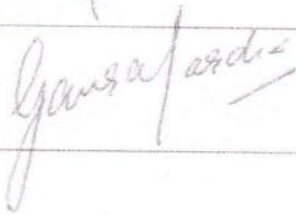
11. **Miscellaneous**

- 11.1. The Agreement shall not be amended, modified or waived without written consent of authorized representatives of the Parties. A failure or delay to enforce any provision of this Agreement shall not constitute waiver hereof.
- 11.2. If at any time one or more provision of this Agreement becomes invalid or unenforceable, the remainder of this Agreement shall survive and remain in full force and effect. The Parties shall endeavor in good faith to mutually discuss and include replacement provision to the Agreement to carry out the intention of the Parties.
- 11.3. Nothing in this Agreement shall be construed as creating a partnership or joint venture between the Parties or constitute either Party the agent of the other Party for any purpose.

12. **Governing Law and Dispute Resolution**

13. This Agreement shall be governed and construed in accordance with laws in India. Parties agree that any disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of the courts at Mumbai, India only.



	Signature	Name	Designation
Client		Dr. Sharad Phulari	Principal
Recycler		Gaurav Mardia	Chief Executive Officer



Certificate

of Responsible Recycling

Issued To

ZSCT'S THAKUR SHYAMNARAYAN DEGREE COLLEGE

This document certifies that E-Incarnation Recycling Private Limited, processes, recycles, destroys and displaces the received material in an environmentally sustainable manner that is in accordance with all local, state and central Government regulations. Further E-Incarnation Recycling Private Limited certifies that all intellectual client data will be destroyed or erased properly from the hard drives and other media.

E-Incarnation Recycling Private Limited assumes ownership, possession, title, responsibility and control of the materials received on 05.03.2022 listed in Section A of this Certification.

Contact: 3rd FLOOR, THAKUR POLYTECHNIC BLDG., THAKUR COMPLEX,
90 FEET ROAD, KANDIVALI EAST, MUMBAI - 400161.

Section A : Material Received for processing.

ERPL Customer Id : 1128

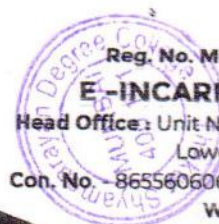
Transaction Id : 1530

Material Received

E-WASTE

Quantity

711.5 KGS



Reg. No. MPCB/ROHQ/HSMD/Autho./21/EW-23.

E-INCARNATION RECYCLING PVT. LTD.

Head Office: Unit No. 1304, Lodha Supremus, Senapati Bapat Road,
Lower Parel West, Mumbai - 400013.

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Web : www.e-incarnation.com.

