

महाराष्ट्र MAHARASHTRA

2019

WK 122944

कर्ताचा प्रकार अन्वयेत कर्ताकः प्रतिशापत्र ३०००१
 कर्ता नांवाचा प्रकार कायदा कायदा?
 मॉरलचा प्रकार आकर्षण: जयवंत शिक्षण प्रसाधक मंडळ पुणे
 विक्रमनाम: 270802 दि 23-03-2020
 पंजीकृत: Sawant
 मूलाक विक्रम वेळापत्रक नांव व तला: जयवंत शिक्षण प्रसाधक मंडळ पुणे
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 मूलाक विक्रम वेळापत्रक नांव: 270802 दि 23-03-2020



[Signature]
 जिल्हा प्रशासक यांच्या
 कार्यालयात: 2207084
 ५ मार्च २०२० रोजी

SERVICE AGREEMENT

The Agreement is entered into on this 27th January of 2019 (Two Thousand and Ninety one)

By and Between

"Prabhunath Traders" having its office at Ground floor, Sr. No 314/2, Uruli Devachi, Tal-Haveli, Dist-Pune. (Therein after referred to as First party" which expression shall unless contrary to and or repugnant to the context mean and include successors representatives and permitted assigns) through Mr. Dinkar Kate to enter into and sign this agreement for and on behalf of the first party.

AND

"JSPM Group of Institutes , Corporate Office, Katraj ", Sr. No.84/2E/1/5,3 Sawant Corner, 3rd floor, Katraj, Pune 411046 a Educational Group of Institutes, having its Registered Office at, S. No. 80, Pune Mumbai Bypass Highway, Tathwade Pune 411 033, thereafter 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 Authorized Signatory, to enter into and sign this agreement for and on behalf of the first party.

WHEREAS

The first party is registered as Approved E Waste Recycler by the MPCB under License No. MPCB/RO(HQ)/HSMD/Autho/18/EW and MPCB/RO(HQ)/PN/CE/B-1803000952 of the Hazardous Waste Management & Handling Rules, 1989 as amended in 2003 and E-waste Rule 2016 and is operating a facility for the collection, Reception, Transportation, Treatment and Disposal of E Waste and Copper and Copper Cable at Uruli Devachi, Pune.

The Second party in compliance of the E-waste Rule 2016 desires to have services for disposal of their Electronic Waste (laptops/computers, hard disk & RAM and other e-waste) Except liquid waste for which the first party is authorized facility of MPCB.

NOW THIS AGREEMENT witnesses the following terms & condition to be performed by both the parties to the agreement.

1. The First Party will require the second party staff representative to sign its E-Waste collection document in acknowledge of E-Waste handed over. The First Party will sign the record book to be maintained by second party as a statutory requirement and has to be compiled with.
2. The second party will arrange collection and ensure proper segregation of Electronic Waste generated from its various sections as per -waste Rule 2016. The second party shall also ensure that all the E-Waste is handed over to First party.
3. First Party will take data destruction responsibility for the data storage devices coming from second party, which in turn will issue a data destruction certificate to second party after complete recycling. First party will make sure all the data is destroyed and will not be used in any way.
4. The Second Party undertakes to deliver to the first party only the segregated E-Waste generated in mutually decided time period. The General waste i.e (MUNICIPAL SOLID WASTE) IS NOT TO BE PUT INTO THE COLOR CODED BAGS. For any violation of the HWM rules in this regard the second party shall be exclusively responsible.
5. The second party's responsibility will cease once the segregated electronic waste duly packed labeled and signed has been handed over to the first party. It is specifically agreed and understood that compliances of E-waste Rule 2016 during transportation and disposal of electronic waste shall be exclusive responsibility of the first party.
6. The First Party will be e waste recyclers for the Second Party.
7. This agreement will be in force for a **period of Five years (Jan 2019 to Dec 2023)** and can be **renewed at Jan 2024.**
8. In respect of the e-waste as listed in Annexure –I(A) of this agreement, the First Party has to pay to the Second Party the amount as mentioned in the annexure –I(B)



9. Second party has submit a report to the First Party containing the monthly details of E Waste handed over, the quantitative details, corresponding rates to be charged by respective parties as agree above, set off adjustment and the net amount to be paid to which party. (Report) The said report has to submit within 7 days from the date of the each month.
10. First party has to pay 100% advance amount before lifting the E-waste from the second party premises. Also all necessary documentation & paper work as per Govt. rules & regulations to be completed at the time of lifting the material
11. Each party has the right to terminate this agreement, by giving 90 days written notice to other party.
12. Notwithstanding the aforesaid term this Agreement may be terminated by either party by giving 30 days written notice only upon the occurrence of any of events specified in Clause 9(i) (ii) & (iii).
 - i) The First Party will be at liberty to discontinue the service to the Second Party in the event the Second Party does not comply with the norms.
 - ii) The First Party will be within their right to suspend the services to the Second Party in the event of the Second Party handing over un-segregated Electronic Waste.
 - iii) The second party shall be at liberty to discontinue the services of the First Party in the event that the First Party commits two successive defaults in taking delivery of the Electronic Waste from the Second Party within 15 Days.
 - iv) If any party made defaults in respect of the payment of consideration as per the clause 10 of this agreement for the continuous two months.
13. In case of any dispute or difference of opinion arising out of the present Agreement, the matter shall be referred to an Arbitrator mutually agreed upon by the parties, whose decision on the issue shall be final and binding on both the parties.

IN WITNESS WEREOF the parties hereto acting though their properly constituted representatives have set their hands to cause this AGREEMENT signed and executed in their respective names and on their behalf.

For Prabhunath Traders

for JSPM Group of Institutes

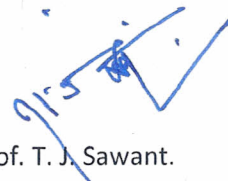
Sign



Name: -Kate Dinkar Waman

Designation: - Owner

Sign



Name Prof. T. J. Sawant.

Designation. Founder Secretary.



Annexure – I (A)

Sr. No.	Description of the E Waste
1	Computer and Peripherals
2	Electrical & Electronic equipments (Motors. Fans. Refrigerators, Etc)
3	Lead Acid Batteries
4	UPS Scraped

Annexure – I (B)

Sr.No.	Particulars / items	Rate
1	Crt Monitor 14" 15"	200
2	Crt Monitor 17"	350
3	LCD Monitor.	250
4	Cpu,mb, ram hdd, cabinet, smps	250
5	DVD rom, dvd rw, cd rw, cd rom	40
6	Dotmatrix or officejet printer	200
7	Laser jet printer,	150
8	keyboards	12
9	Mouse	10
10	Empty cabinet	70
11	Cabinet with only motherboard	150
12	Old ram	12
13	Scrap smps	45
14	Cpu fan	30
15	Only mother board	120
16	Only hdd drive	70
17	Scanner	100
18	8 port switch	80
19	DVD empty case, hard disc casing	30
20	24 port switch	100
21	16 port switch	100
22	UPS	170
23	Dead Epson Icd Projector	250
24	Hard Disk	70
25	DVD Writer	30

