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60AA 744236

**SERVICE AGREEMENT**

This Service Agreement ('Agreement') is made on this 01<sup>st</sup> June 2022 at Bhubaneswar  
BY AND BETWEEN


BETWEEN

M/S. ECOKART TECHNOLOGY PVT. LTD. having its Registered Office: Office No 630, 6<sup>th</sup> Floor, Esplanade One Mall, Rasulgarh, Bhubaneswar, Odisha -751010 after referred to as the "AUTHORIZED DISMANTLING & COLLECTION UNIT" which expression shall unless repugnant to the contest or meaning thereof include its successors and assigns of ONE PART.


AND

M/S. RADHAKRISHNA INSTITUTE OF TECHNOLOGY & ENGINEERING, Plot-1, IDCO Industrial Estate, Barunei, Khordha (hereinafter referred as "Generator / User" which expression shall unless repugnant to the subject or context include its administrators, successors and assigns) as Party No.2

The Industry and Authorized Recycler hereinafter individually referred as 'Party' and collectively as 'Recycler'.

  
Principal  
Radhakrishna Institute of Technology  
and Engineering, Bhubaneswar

For ECOKART TECHNOLOGY PVT. LTD.  
  
Authorised Signatory

  
Principal  
Radhakrishna Institute of Technology  
and Engineering, Bhubaneswar

WHEREAS;

M/S.ECOKART TECHNOLOGY PVT. LTD., Industry is engaged in the business of collection, reception, storage, processing, dismantling & presently operating; At Kuradhamalla, PO-Dalieput, Dist-Khordha as per the guidelines under E-waste Rules and as per the authorization of SPCB.

NOW THEREFORE in consideration of the above-mentioned premises and the mutual promises contained herein, Both parties as above have expressed a desire of entering in to an agreement to meet their respective objectives, which are set out here in below,

The purpose of this AGREEMENT is to establish the terms for disposal of E-Waste to M/s. ECOKART TECHNOLOGY PVT. LTD. in an ecofriendly manner and to establish a framework for mutual cooperation in the management of waste as defined in this AGREEMENT

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions: In this Agreement, including in the recitals hereof, the following words, expressions and abbreviations shall have the following meanings, unless the context otherwise requires:

"Agreement" means this agreement including all attachments, annexure or Schedules annexed thereto.

"CPCB" means Central Pollution Control Board.

"E-waste Rules" means E-Waste Management Rules, 2016 as amended from time to time.

"MoEF&CC" means Ministry of Environment, Forest and Climate Change.

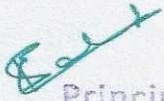
"SPCB" means State Pollution Control Board, Odisha

"Waste" means E-waste generated in the premises of the Generator.


1.2 Interpretation: In this Agreement, unless the subject or context otherwise requires:

a. reference to the singular number shall include references to the plural number and vice-versa;

b. references to a "person" shall include references to natural persons, partnership firms, companies, bodies corporate and associations, whether incorporated or not or any other organization or entity including any governmental or political subdivision, ministry, department or agency thereof;

  
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- c. references to recitals, clauses and schedules / annexure are to recitals, clauses and schedules to this Agreement;
- d. Any reference herein to a statutory provision shall include such provision, as is in force for the time being and as may be from and from time to time, amended or re-enacted in so far as such amendment or re-enactment is capable of applying to any transactions covered by this Agreement.
- e. Clause headings used herein are only for ease of reference and shall not affect the interpretation of this Agreement.

1.3 The Schedules / Annexure shall form an integral part of this Agreement.

1.4 All capitalized terms used in this agreement which have not been specifically defined in this Agreement shall, unless inconsistent with the context have the meanings assigned to them under the Agreement.

## 2 GENERAL CONDITIONS


- ❖ 2.1 Upon receipt of information from the Generator, M/S.ECOKART TECHNOLOGY PVT. LTD. shall plan and schedule for collection of the Waste from the Generator and the safety during transportation is the collective responsibility of the Generator and the transporter
- ❖ 2.2 The Waste supplied by the Generator shall not contain any kind of hazardous/nuclear/radioactive or any other prohibited material.

## SCOPE OF SERVICES

- 3.1 The scope of services to be provided by M/S. ECOKART TECHNOLOGY PVT. LTD. under this agreement shall be collection, reception, storage, processing, Dismantling of E-waste.
- 3.2 It is agreed between the Parties that M/S. ECOKART TECHNOLOGY PVT. LTD. shall provide the above services to the Generator.
- 3.3 M/S. ECOKART TECHNOLOGY PVT. LTD. shall collect & dismantle the Waste as per the mandate of the SPCB/CPCB read with the provisions of E-waste Rules.
- 3.4 Loading is in scope of generator at their premises

## 4 USER CHARGES & TERMS OF PAYMENT:

- 4.1 The Authorized Recycler/Dismantler unit shall pay Generator the negotiated quoted rate charges plus applicable taxes, levies etc., per/ kg or per/ton wise which is based upon the declaration given by the Authorized Collection/Dismantler unit.

  
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- 4.2 The user charges are subject to annual revision on the basis of government of India wholesale price index and also in every event of escalation of fuel costs, power tariff, change in disposal technologies/method, wage hike etc.

**5: Confidentiality**

1. "Both the Parties" shall keep all information confidential and shall not disclose it to third Parties without the prior written consent of both parties during the term of this Agreement and After.
2. "M/S. ECOKART TECHNOLOGY PVT. LTD." agrees not to disclose revenue Information or any information of M/S RADHAKRISHNA INSTITUTE OF TECHNOLOGY & ENGINEERING which will affect the interest of the company

**6: Limitation of liability**

The Parties shall not be liable for any incidental, special, indirect or consequential damages arising out of or relating to this Agreement.

**7: Terms**


This Agreement comes into force on the date of signing this Agreement and shall continue for Five (5) years after this date. This agreement may be extended on the mutual agreement of both parties,

**8: Termination**

1. "M/S. ECOKART TECHNOLOGY PVT. LTD". shall be entitled to terminate this agreement, with immediate effect upon happening of one or more of following:
  - a. Any breach or violation of any of the terms and conditions of this agreement by the "Generator", if within seven (7) days of written notice from "M/S. RADHAKRISHNA INSTITUTE OF TECHNOLOGY & ENGINEERING.". of the breach or violation, such breach or violation is not cured, provided that no cure period shall be applicable for the violation of any applicable law.
  - b. Either party shall have the right to terminate this Agreement in the event of violation of any of the terms and conditions as agreed upon in this agreement or otherwise, upon giving 30 days written notice to the other party.

**9: Applicable Law**

Industry and the M/S.ECOKART TECHNOLOGY PVT. LTD. mutually agree that the courts of law at Bhubaneswar shall have the exclusive jurisdiction over all the disputes arising out of this Agreement.

  
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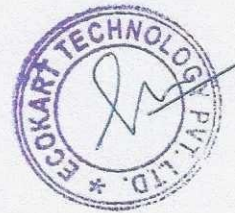
**10: Force Majeure:**


Neither party shall be liable for any failure to perform any obligation hereunder resulting from acts of God, fire, flood, tornado, drought, explosion, pandemic, or other casualty, strikes or other labor problems, interruptions or shortage of transport facilities, inability to obtain raw materials or component parts, war, riot, embargo, national emergency, legal restrictions, or any other causes beyond its reasonable control, but due diligence shall be used in attempting to eliminate such cause(s) and resume performance.

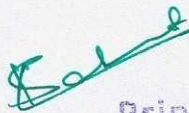
**11: Dispute Resolution and Jurisdiction**

1. Any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of the [Indian] Arbitration and Conciliation Act, 1996.
2. The arbitral tribunal shall be composed of three arbitrators, one arbitrator appointed by "M/S. ECOKART TECHNOLOGY PVT. LTD.", a second arbitrator appointed by "Channel Partner" and a third arbitrator to be appointed by such arbitrators.
3. The place of arbitration shall be at Bhubaneswar and any award whether interim or final, shall be made, and shall be deemed for all purposes between the Parties to be at Bhubaneswar.

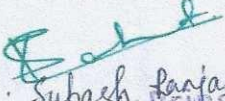
This Agreement has been executed on the date set forth herein in two (2) copies of which the Parties have taken one each.




  
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and Engineering, Bhubaneswar

  
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and Engineering, Bhubaneswar

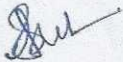
For M/S RADHAKRISHNA INSTITUTE  
OF TECHNOLOGY & ENGINEERING,

  
Dr. Subash Ranjan Kabat.  
Principal  
Name: Radhakrishna Institute of Technology  
Designation: and Engineering, Bhubaneswar  
Patia, BBSR.


Witness 1

Signature:   
Name: Subhamasini Nayak  
Address: Tamando, Khordha,  
Odisha, PIN-751019

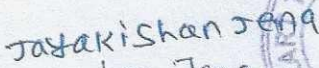
Witness 2.

Signature:   
Name: Puiyanka Smit  
Address: Arginia, Bhubaneswar,  
Odisha. PIN-751019


For M/S. ECOKART TECHNOLOGY PVT. LTD.  
For ECOKART TECHNOLOGY PVT. LTD.

  
Authorized Signatory  
Name: Santosh Maharana  
Designation: Sales Executive

Witness 1

Signature:   
Name: Jayakishan Jena  
Address: At-Kuradhamalla,  
PO-Dalieput, Dist-Khordh

Witness 2

Signature:   
Name: Prokash Patra  
Address: J - Biraste  
J.K. Patra

  
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