

MEMORANDUM OF UNDERSTANDING

This Memorandum of understanding (MOU) is signed on 10 July, 2015 (Friday)

AMONG:

KRISTU JAYANTI COLLEGE (AUTONOMOUS), having its College located at K. Narayanapura, Kothanur Post, Bangalore, Karnataka, India, 560077, represented by its Authorized Signatory **Rev. Fr. Josekutty P D, Principal** and hereinafter referred to as "**KRISTU JAYANTI COLLEGE**", (which expression shall, unless repugnant to the context or meaning thereof, mean and include its executors, authorized representatives, administrators, successors-in-interest and permitted assigns) of the first part

AND

Pro Enviro Recycling Private Limited, an existing company within the meaning of the Companies Act, 1956 having its office at, **No: 21 Jupiter Colony, Sikh Village Road, Secunderabad – 500 006.**, represented through its **Director Mr. M.M.Asrar**, hereinafter called "**Pro Enviro**", referred to as a party of the second party (which expression shall, unless repugnant to the context or meaning thereof, mean and include its executors, authorized representatives, administrators, successors-in-interest and permitted assigns).

Whereas **Pro Enviro Recycling Private Limited and ITC-PSPD are jointly working for the WOW initiative.** ITC-PSPD has set up a material recycling facility at Bhadrachalam & Kovai, which is fully compliant with the Environment (Protection) Act, 1986 and the Municipal Solid Wastes (Management and Handling) Rules, 2000 to convert the wastepaper into reusable paper. Further, ITC-PSPD recycles 25,000 MT of waste paper in a month.

Whereas "**Kristu Jayanti College**", has agreed to give away the paper and plastic waste generated in its Bangalore Location. The collection of dry recyclables from **Kristu Jayanti College** will be initiated from as per schedule, where both the parties agreed mutually.



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Bangalore – 560 077



NOW THIS MOU WITNESSETH AS UNDER:

This MOU is intended to create a synergic alliance between **Kristu Jayanti College & Pro Enviro Recycling Private Limited** for the recycling dry-waste, which is a vital element in the protection of environment.

1. Definitions:

- 1.1 **Wastepaper:** Discarded paper including cardboard, newspaper and magazines, shredded papers, old office records, etc.
1.2 **Plastic:** Water bottles, pet bottles, polythene sheets, carry bags etc.
1.3 **Designated Day:** A day in the week / fortnight/month agreed between parties.

2. Pick-up location

KRISTU JAYANTI COLLEGE (AUTONOMOUS)	
Contact persons	Fr. Lijo P Thomas
Designation	Financial Administrator
Mobile No	9844362268
Land Line No	080 28465353, 28465770
Email ID	fr.lij@kristujayanti.com
Preferable week day for pick-up	Friday
Time:	11AM

3. Quality & Quantity

- 3.1 Material should be free from food particles, without any contamination of garbage, municipal waste or any item which are detrimental to WOW initiative
3.2 Minimum required quantity is 300 Kgs.

4. Roles and Responsibilities of Kristu Jayanti College:

- 4.1 Kristu Jayanti College shall identify the quantum of wastepaper and plastic generated.


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4.2 Kristu Jayanti College would store the wastepaper and plastic and **Pro Enviro Recycling Private Limited** would pick up on mutually agreed schedule.

4.3 Kristu Jayanti College agrees to appoint **Fr Lijo P Thomas, Financial Administrator** as its representative to coordinate on various activities identified in MOU and to notify **Pro Enviro Recycling Private Limited** within one month of any change in responsibility.

4.4 Kristu Jayanti College need to allocate for itself sufficient covered storage space for keeping the material safely.

4.5 A sale invoice in the name of **Pro Enviro Recycling Private Limited** shall be issued with local applicable VAT to enable faster payment from Pro Enviro Recycling Private Limited. Invoice will be sent by post / Courier to the address given in this MOU within two days from the date of collection of material along with the copies of Weighment slips. Copy of the same can be scanned and sent to afsar.ahmed@itc.in for speedy processing.

4.6 Payment will be processed within two weeks from the date of receipt of the invoice along with gate pass and weighment slip.


5. Roles and Responsibilities of Pro Enviro Recycling Private Limited:

Payment Options:

5.1 In consideration for enabling **Pro Enviro** to Pick up the materials from **Thomson Reuters**, Pro Enviro shall pay to **Kristu Jayanti College**, the consideration amount based on weight recorded @ Rs.7/- (Rupees Seven) per Kg for carton boxes, shedding paper, old newspaper, old magazines, old office records dustbin paper and Rs.2/- (Rupees two) for dry waste, plastic waste, metal waste etc. Payouts will be done to **Kristu Jayanti College** on a monthly basis for each calendar month separately.

Or

5.2 Pro Enviro shall supply stationeries to **Kristu Jayanti College** in exchange of dry waste. For valuation purpose Rs.7/- per kg shall be considered for waste paper like cardboard, newspaper and magazines, shredded papers, old office records, dust bin papers and Rs.2,- per kg for dust bin papers, plastics, metal etc. Following are the standard stationeries:


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1. A4, 75 gsm 'PaperKraft' copier paper - Rs 149/- per ream (MRP Rs.250) Ozone treated, eco-friendly and elemental chlorine free paper.
2. Pencil 'Classmate'. - Rs 2.80 each (MRP Rs.4.00)
3. Ball point pen 'Classmate' - Rs 3.5 each (MRP Rs.5)
4. Classmate octof10 ball pen – Rs.7.00 each (MRP Rs.10)
5. Paperkraft 80 pages conference note pad- Rs.7.00 each (MRP Rs.10) Eco friendly, elemental chlorine free paper

Price increase by the manufacturer shall be communicated by Pro Enviro to Thomson Reuters as and when applicable.

5.2 Pro Enviro will make necessary arrangements for collecting the wastepaper, plastic & transporting to its godown.

5.3 Pro Enviro shall not use or disseminate any confidential information printed on the wastepaper if the wastepaper is not properly shredded by Kristu Jayanti College and the information is legible.


5.4 From Pro Enviro and ITC Ltd-PSPD Mr. Srinath, Asst. Manager, Mobile No: 9686411133, Mr. Srikanth, Asst. Manager, Mobile: 9008006203 and Mr. Afsar Ahmed, Manager, ITC, Mobile No: 9632393384 representatives to coordinate on various activities identified in MOU and to notify Kristu Jayanti College, within one month of any change in responsibility.

6. Roles and Responsibilities in General:

6.1 The details laid out in this MOU, notwithstanding the essence and spirit of this MOU is an understanding between Kristu Jayanti College and Pro Enviro.

6.2 Any notice or other communication under or in connection with this agreement shall be in writing in the English language and shall be delivered personally or sent by way of e-mail to the party due to receive the notice or communication at its address set out in this contract or such other address as either party may specify by notice in writing to other.

6.3 In addition we will issue material recycling certificate to your company indicating the number of trees saved (As you are aware, one ton of paper recycled can save 22 fully grown trees & 7000 gallons of water.)


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6. ADDRESS FOR COMMUNICATION:

Following are the address to which all notices shall be sent:

Local office address (Bangalore):

Pro Enviro Recycling Private Limited
"WOW" (Wealth Out of Waste)
Door No: 13 2nd cross Near Krishna Bakery
Manjunath Nagar
Kalakere, Hormavu Post
Bangalore-43

For

7.1 Pro Enviro Recycling Private Limited.:

"WOW" (Wealth Out of Waste)
No: 21 Jupiter Colony
Sikh Road, Secunderabad – 500 006

For

6.2 KRISTU JAYANTI COLLEGE:

K Narayanapura, Kothanur Post,
Bangalore 560077

8. Execution of this Agreement shall be deemed to be

8.1 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, and

8.2 An undertaking by both the parties not to provide any benefit, either in cash or kind to any officer/employee/relative/associate of any officer or employee of either party as reward or consideration either for entering into this MOU or other matter relating to this Agreement.



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9. Other Terms:

9.1 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.

9.2 Entry into Force and Duration: This Agreement comes into force from 01/04/2014 Either party may terminate this Agreement by giving thirty (30) days written notice to the other party. We wish to suggest for open ended document not a periodical document since this recycling activity is continues activity.

9.3 Any dispute arising out of this Agreement shall be settled amicably between the parties. This Agreement is subjected to the Jurisdiction of Courts at Bangalore.

9.4 Kristu Jayanti College security has the right to check/ investigate the transporter of wastepaper (including carton boxes)/ vehicle carrying the waste papers and plastic for **Pro Enviro Recycling Private Limited**.

9.5 The Parties covenant that they will comply with all applicable laws and regulations in their conduct pursuant to this Agreement.

9.6 Both the parties shall agree that it will not make use of, disseminate, or in any way disclose any confidential information to any person, firm or business. Furthermore, the existence of any discussions, negotiations or agreements in progress between the parties shall not be released to any form of public media without written approval of both parties.

10. ANTI BRIBERY:

Both the parties hereby represents, warrants and undertakes that, in connection with the transactions contemplated by this Agreement, any matter pertaining directly or indirectly to this Agreement, including without limitation the negotiation of this Agreement and the fulfilment of [Contracting Party's] obligations hereunder, or any other transactions involving, or undertaken on behalf of, [relevant contracting **Kristu Jayanti College** entity(ies)] shall not make any payment or transfer anything of value directly or indirectly:



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i) To any government official or employee (including employee of a government corporation or public international organisation) or to any political party or candidate for public office or

ii) To any other person or entity if such payments or transfers would violate the laws in India.

iii) It is the intent of the parties that no payment or transfers of value shall be made which have the purpose of effect or public commercial bribery or acceptance or Acquiescence in extortion kickbacks or other unlawful or improper means of obtaining business.

In witness where of the parties here to have signed this agreement on the day, month and year mentioned hereinbefore.

For KRISTU JAYANTI COLLEGE



Authorized Signatory
(Rev. Fr. Josekutty PD)
Principal

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For PRO ENVIRO RECYCLING
PRIVATE LTD



Authorized Signatory
(M.M.Asrar)
Director

ITC WOW – Contact Details:

Sl. No	Name	Designation	Phone number	Email Id
1	Mr. Srinath T V	Asst. Manager Operations	09686411133	srinathtrue@gmail.com
2	Mr. Srikanth C S	Asst. Manager	09008006203	atimadhura@gmail.com
3	Mr. Afsar Ahmed Mohd	Manager –ITC LTD	09632393384	afsar.ahmed@itc.in
4	Mr. M.M. Asrar	Director -Pro Enviro	098665 67070	proenviro@gmail.com



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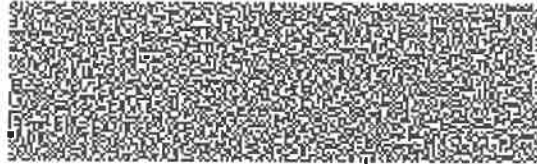
सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No. : IN-KA39136993373012R
Certificate Issued Date : 14-Nov-2019 12:06 PM
Account Reference : NONACC (FI)/ kacrsfl08/ BASAVESHWARANAGAR2/ KA-BA
Unique Doc. Reference : SUBIN-KAKACRSFL0896245257452517R
Purchased by : SONAL METACOP
Description of Document : Article 37 Note or Memorandum
Description : MOU
Consideration Price (Rs.) : 0
(Zero)
First Party : SONAL METACOP
Second Party : KRISTU JAYANTI COLLEGE
Stamp Duty Paid By : SONAL METACOP
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



Please write or type below this line

WEEE- Recycling MOU

MOU Overview:

This Agreement represents a Service Level Agreement ("SLA" or "MOU") between the buyer and waste management service provider.

The purpose of this agreement is to facilitate collection, transportation, handling and recycling of E-waste from the buyer's premises. The service provider promises and agrees to furnish to the buyer all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional e-waste Management including Collection, Processing, Recycling and Disposal Services necessary for the cause assigned.

EEE - Recycling Service agreement

Page 1 of 6

For SONAL METACOP

Statutory Alert:

1. The authenticity of this stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.


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GOVERNMENT OF KARNATAKA

Sonal Metacop

This Agreement outlines the scope of work, Stakeholder's obligation and general terms and conditions of all services undertaken, as the stakeholders mutually understand them.

The Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders.

Transportation: SonalMetacop would facilitate collection, transportation, handling and recycling of any E-waste generated at your premises. The expenses will be met by SONAL METACOP.

Time Frame: The e-waste will be collected within 24 hours, from the time we receive a notification from KRISTU JAYANTI COLLEGE

Stakeholders:

The main stakeholders associated with this MOU are:

- 1) SONAL METACOP
- 2) KRISTU JAYANTI COLLEGE

The responsibilities and obligations of the stakeholders were part in this document. The document also encompasses payment terms It is necessary that both (all) stakeholders would read and understood the same before signing the SLA document:

This E-Waste Recycling Services Agreement ("Agreement"), entered into a deal on the day of 16/11/2019 and as the "Effective Date" by and between:

SonalMetacop, with its Registered Office No: 5, 5/1, Sy No. 8/1, Kachohalli Industrial Estate, Laxmipura Post, Bangalore - 562123, represented by, Mr. P. Balaram, CEO/Founder, hereinafter called Sonal Metacop, which expression shall mean and include wherever the context so permits or requires its Partners, heirs, legal representatives, successors, administrators, executors, assigns and person/s claiming through or under them;

And

The Principal, KRISTU JAYANTI COLLEGE, with its office at KNarayanapura, Kothanur Post, Bengaluru, Karnataka, 560 077, which expression shall mean and include wherever the context so permits or requires its authorised representatives, successors and assigns.

Whereas SONAL METACOP are recyclers and processors of e-wastes and scrap materials of all kinds, and possess the necessary technology, proficiency, organisation and statutory permissions and licences from the competitive authorities to purchase and dispose off such scraps on a sustained and regular basis by way of conversion of same into eco-friendly, socially and industrially beneficial raw materials;

Whereas SONAL METACOP is a large scale users of IT equipments and desirous of disposing off their wastes, scraps and end of life products of all its customers in various forms in an environmentally sound and safe manner;

Hear after, with the consideration of the mutual covenants with hereunder and with good, valuable consideration, both parties enter into a non-exclusive business relationship. wherein, and/or any of its buyers shall sell/transfer its end-of-life products, unserviceable materials, production related wastes and scraps i.e., electronic spares, such as wire scrap, druid, PC boards, CPUs etc which are condemned and become scrap material to KRISTU JAYANTI COLLEGE., or its customers. Sonal Metacop shall recycle, reprocess and dispose of such e-waste and e-scrap, in accordance with the following terms and conditions of this Agreement:

E- Waste Management Service:

E-waste as defined under Rule 3(o) of the E-waste (Management and Handling) Rules, 2016 is any waste electrical and electronic equipment, in whole or part or as rejects in the manufacturing and repair process, which are discarded. The E-waste Rules apply to every producer, consumer or bulk consumer (including

For **SONAL METACOP**


Proprietor



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factories under Factories Act) involved in the manufacture, sale, purchase, and processing of electrical and electronic equipment or components, along with all collection centers, dismantlers and recyclers of e-waste.

1. DEFINITIONS

Material(s) - The material will include hereafter as all forms of e-waste and/or e-scrap collected out of discarded electronics equipments of all kinds, including but not limited to IT Equipment's like printers, printer cartridges, faxes, copiers, spares. But should also include, but not limited to laptops, notebooks, desktops, servers, network personal equipment, monitors, cathode ray tubes, liquid crystal displays, telephones, data assistants, mobile phones, process control equipment, server towers, server racks, scanners, batteries, electronic storage media, all accessories, components and peripherals for above mentioned equipment. In addition, any other production related rejects arising out of any of its manufacturing/trading/repairing units. Material specifically excludes equipment containing such Hazardous wastes as radioactive materials, free flowing liquids, chlorofluorocarbons, polychlorinated biphenyls etc. or other Hazardous waste not falling under E-Waste Category.

Services - Services are hereby include as storing, recycling, reprocessing, and/or disposing off Materials.

Pollution Control & Environmental Protection Regulations - Means all Central, State, and local statutes, rules, regulations and ordinances in effect or subsequently enacted/modified concerning or relating to the protection of human health and/or the environment, prevalent in India.

Collection Centres as defined under E-Waste Management Rules - Refers to locations of collection centres established and managed by SONAL METACOP, where Materials to be received and stored by SONAL METACOP.

Processing Facilities -Refers to locations where SONAL METACOP Facility where all the e-waste will be managed & disposed of.

2. SCOPE OF WORK

2.1 SONAL METACOP shall arrange collection of e-waste and/or condemned and unserviceable scrap from all Collection Points to this Agreement.

2.2 KRISTU JAYANTI COLLEGE shall offer lots of scrap / e waste to SONAL METACOP with valid transportation documents. Sonal Metacop will lift materials based on actual quantity weighed/received in the presence of authorised representatives of Sonal Metacop and KRISTU JAYANTI COLLEGE., (different States may have separate documentation as per requirement) In such cases Sonal Metacop shall inform KRISTU JAYANTI COLLEGE of the same and KRISTU JAYANTI COLLEGE representatives shall provide the relevant documentation to enable smooth flow of logistics.

2.3 KRISTU JAYANTI COLLEGE shall provide proper despatch documents, and an appropriate receipt for the actual quantity of material delivered from any of the Collection Points. With any changes in the legislation, both parties should agree with amended terms and conditions for the purpose.

2.4 Sonal Metacop process the materials at its own cost in its processing facilities in accordance with currently applicable Environment Laws. Sonal Metacop shall have the right to break/crush/destroy the entire quantity picked up by it at any of their Processing Facilities and issue a Destruction Certificate for each lot of Material.

3. COMMERCIAL TERMS

3.1 The Pricing Terms ref: aAnnexure-2

3.2 Depending upon changes in KRISTU JAYANTI COLLEGE's product mix from time to time, products mentioned earlier may be either added or deleted. Prices of products added, should be mutually agreed between Sonal Metacop and KRISTU JAYANTI COLLEGE

For SONAL METACOP


Proprietor


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3.3 Sonal Metacop and KRISTU JAYANTI COLLEGE, agree to re-negotiate the aforementioned schedules of prices only at the time of renewal of this Agreement.

4. SONAL METACOP REPRESENTATIONS AND WARRANTIES

4.1 Sonal Metacop hereby confirms that it complies and shall continue to comply and operate with all applicable permits and all applicable Environment Laws, whether central, state, and local laws, regulations and ordinances enacted and/or notified by all duly constituted authorities.

4.2 Sonal Metacop has obtained all necessary permits, licenses and other central, state or local authorizations required to purchase Material and to provide processing services. The list of permits and Certifications as mentioned in Annexure - 2.

SONAL METACOP shall keep all such permits and licences valid even during any extended/ renewed term of this Agreement.

4.3 SONAL METACOP shall promptly issue Destruction Certificates for every lot of Material bought by it from KRISTU JAYANTI COLLEGE or its customers. Certification copies of such process, submitted to KRISTU JAYANTI COLLEGE within 45 days of the lot having been picked up by SONAL METACOP

4.4 For any Material bought by SONAL METACOP from KRISTU JAYANTI COLLEGE, or from any of its customers, SONAL METACOP undertakes to keep and retain adequate books and records and any other documentation consistent with and for the periods required by applicable regulatory requirements. Said records, books and documentation shall be available for inspection by KRISTU JAYANTI COLLEGE upon reasonable advance notice.

4.5 SONAL METACOP shall be solely responsible for processing, disposing and/or destructing all e-wastes and e-scrap picked by it from KRISTU JAYANTI COLLEGE or from any of its customers at any time in an environment friendly manner, in keeping with internationally accepted norms as well as Environmental Laws.

4.6 SONAL METACOP undertakes to work diligently and sincerely to continuously upgrade its Processing Facilities; to always ensure that the same are in keeping with the best norms and practices adapted by the IT hardware industry globally; and shall comply with the relevant guidelines of the BASIL Convention, as amended from time to time.

4.7 SONAL METACOP shall be, at KRISTU JAYANTI COLLEGE request, divulge to KRISTU JAYANTI COLLEGE any and all details sought by KRISTU JAYANTI COLLEGE or its customers at any time towards the method of processing, recycling and/or disposing off all e-wastes and e-scrap entrusted to SONAL METACOP with the objective of enabling KRISTU JAYANTI COLLEGE to fulfil its role of a socially and environmentally responsible Corporate Citizen.

4.8 SONAL METACOP agrees and acknowledges that KRISTU JAYANTI COLLEGE or its authorized agent shall have the right to perform an environmental and safety audit at any site at which SONAL METACOP is conducting environmental services with the purpose of verifying environmental and safety procedures followed by SONAL METACOP. Should the audit results indicate questionable procedures in ABC's sole judgment, notwithstanding any other provision of this Agreement, KRISTU JAYANTI COLLEGE shall have the right to terminate this Agreement, in whole or in part, including any Sales Agreement (if any) placed hereunder upon 7 days written notice.

4.9 As part of its MIS obligations towards KRISTU JAYANTI COLLEGE, SONAL METACOP should submit, without prejudice to agree upon elsewhere in this Agreement to KRISTU JAYANTI COLLEGE. At a monthly, quarterly and annual intervals with a report summarising the category wise quantity of Materials in terms of opening as well as closing stocks, receipts and disposal quantities at any of its Collection Centres and Processing Facilities.

5. ABC REPRESENTATIONS AND WARRANTIES

For SONAL METACOP


Proprietor


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SONAL METACOP shall have free and unencumbered title to all Material received by it from KRISTU JAYANTI COLLEGE or any of its customers, subject to performance of SONAL METACOP obligations under this Agreement, particularly Clauses 4, 8 and 9 herein.

They shall dispose all the E-waste for Recycling Exclusively to SONAL METACOP.

6. TERM

6.1 This Agreement shall have a term of two (2) years from the Effective Date first set forth above; unless terminated earlier in accordance with the terms herein. It should be, renewed by mutual consent for further periods of one (1) year each upon mutual agreement between the parties.

6.2 This agreement can be terminated, without prejudice to the foregoing, any time by either KRISTU JAYANTI COLLEGE, or SONAL METACOP against a 30 days written notice to the other party. In the event of a material breach by SONAL METACOP of any of its obligations set out hereinabove, KRISTU JAYANTI COLLEGE shall have the right to terminate this Agreement by 7 days written notice.

7. PRINCIPAL TO PRINCIPAL RELATIONSHIP

The Agreement between SONAL METACOP and KRISTU JAYANTI COLLEGE, is on a principal to principal basis. This Agreement will not be construed to create any association, partnership, joint venture, and a relationship of either that of a principal and an agent or that of an employer and an employee between KRISTU JAYANTI COLLEGE and SONAL METACOP or its agents or service providers.

8. STATUTORY OBLIGATIONS AND INDEMNITY

SONAL METACOP undertakes, to conduct all its activities and operations within the ambit of relevant laws, and hereby indemnifies KRISTU JAYANTI COLLEGE from and against any and all claims, liabilities, penalties, damages, costs, expenses (including without limitation attorney's and expert witnesses' fees) or awards of judgements which may be rendered upon any claim against KRISTU JAYANTI COLLEGE and its customers arising from (a) any breach of this Agreement by SONAL METACOP; or (b) any negligence or wilful misconduct by SONAL METACOP; or (c) failure of SONAL METACOP to comply with any applicable laws, orders or regulations. The provisions of this Clause shall survive the termination or expiry of this Agreement.

9. CONFIDENTIALITY

SONAL METACOP and KRISTU JAYANTI COLLEGE, shall both treat each other's technical and commercial information pertaining to products, processes, materials, services and business dealings as confidential. Shall not divulge it in any manner to any third party without the written consent of the other, unless the disclosing party has irrefutable evidence to establish the availability of such information in the public domain prior to the date of disclosure. This clause shall remain valid for a period of three (3) years after the expiry of this Agreement, for whatever reason. In the event any confidential data found in, the Material(s) SONAL METACOP shall treat the same with utmost confidentiality and bring it to the notice of ABC. In no event shall SONAL METACOP share such data with any third party without the prior written consent of KRISTU JAYANTI COLLEGE

10. MISCELLANEOUS PROVISIONS

10.1 All transactions between SONAL METACOP and KRISTU JAYANTI COLLEGE while this Agreement is in effect shall be subject to its provisions unless otherwise agreed in writing.

10.2 If any provision of this Agreement will be invalid or unenforceable, then it is considered severable (only to the extent necessary) and the remaining provisions will not be impaired and this Agreement be interpreted as far as possible to give effect to its stated intent and purpose.

For SONAL METACOP

Proprietor


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10.3 This Agreement constitutes and fully expresses the entire and only agreement between the parties with the respect to the subject matter thereof; all prior and collateral understandings, agreements and promises with respect thereto are considered merged herein. This Agreement may not be modified, waived, or extended unless mutually agreed to in writing, and it may not be terminated except as provided above. A waiver by either party of any terms and conditions of this Agreement in one or more instances will not constitute a permanent waiver of such terms and conditions unless so stated in writing.

10.4 Either party shall have the right to use the other's name by obtaining prior written consent of the other party to do so.



10.5 Intellectual Property Rights of each party held inviolable by one another.

10.6 The laws of India will govern the validity, interpretation, construction, performance and enforcement of this Agreement. Parties submit themselves to the jurisdiction of the courts in Bangalore.

11. FORCE MAJEURE

In case of natural or manmade disasters, like violence, war, civil war, civil commotion, riot, terrorist strike, storm, tempest, flood, fire, inevitable accident or other irresistible force. or any event beyond the control of the parties hereto, preventing either party from satisfying their respective obligations under this Agreement, then, and to that extent, the other party shall not insist on fulfillment of the obligations from the party so affected. The party so un-affected shall not claim penalties, damages and/or interest from the party so affected.

IN WITNESS WHEREOF, the parties hereto have executed duplicate originals of the Agreement on the Effective Date set forth below.

Name of the Industry	SONAL METACOP	Name of the Industry	KRISTU JAYANTI COLLEGE
Address	No: 5, 5/1, Sy No. 8/1, Kachohalli Industrial Estate, Laxmipura Post, Bangalore - 562123	Address	K Narayanapura, Kothanur Post, Bengaluru, Karnaaka, 560 077
Seal & Signature	 For SONAL METACOP Proprietor	Seal & Signature	 PRINCIPAL Kristu Jayanti College Autonomous K. Narayanapura, Kothanur PO Bengaluru - 560077
Name	Balaram P	Name	Fr. J. S. S. S.
Designation	Founder / CEO	Designation	The Principal
Date	15/11/2019	Date	15/11/2019
Witness : 1		Witness : 2	

Annexure - 2

Licenses and Certifications

- Hazardous Waste Authorization
- Combined Consent Order under Air Act and Water Act
- E-Waste Registration
- License from Shop & Establishments
- PAN Number

For SONAL METACOP


Proprietor



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K. Narayanapura, Kothanur PO
Bengaluru - 560077



ಕರ್ನಾಟಕ ರಾಜ್ಯ ಮಾಲಿನ್ಯ ನಿಯಂತ್ರಣ ಮಂಡಳಿ
Karnataka State Pollution Control Board

"ಪರಿಸರ ಭವನ", 1 ರಿಂದ 5 ನೇ ಮಹಡಿಗಳು, ನಂ. 49, ಚರ್ಚ್ ಸ್ಟ್ರೀಟ್, ಬೆಂಗಳೂರು - 560 001, ಕರ್ನಾಟಕ, ಭಾರತ
"Parisara Bhavana", 1st to 5th Floor, # 49, Church Street, Bengaluru - 560 001, Karnataka, INDIA
AUTHORIZATION UNDER THE HAZARDOUS AND OTHER WASTE (MANAGEMENT & TRANSBOUNDARY MOVEMENT) RULES, 2016

FORM-2

[SEE RULE 6(2)]

GRANT OF AUTHORISATION BY STATE POLLUTION CONTROL BOARD TO THE OCCUPIERS, RECYCLERS, REPROCESSORS, REUSERS, USER AND OPERATORS OF DISPOSAL FACILITIES

No. PCB/WMC/1929/HWM/Authorization/2016-17/ **14315** Date: **19 JUL 2017**
Ref: 1. Authorization application submitted by the industry on 11.08.2016 (Reg.No. 115264).
2. Inspection of the industry by the Regional Officer (Dasarahalli) on 22.08.2016.
3. Proceedings of the CCM held on 26.11.2016.

The Authorized Signatory of **M/s. Sonal Metacop, No.5, 5/1, Kachohalli Industrial Estate, Laxmipura Post, Bengaluru-562 123** is hereby granted an authorization based on the enclosed signed inspection report for generation, storage, disposal on the premises situated at No.5, 5/1, Kachohalli Industrial Estate, Laxmipura Post, Bengaluru-562 123.

Details of Authorization

Sl.No.	Category of waste	Category of Hazardous Waste as per the Schedules I, II and III of these rule	Authorized mode of disposal or recycling or utilization or co-processing, etc.	Quantity (ton/annum)
1		Aluminum ash	Shall be stored in secured manner and handed over to authorized reprocessors	10.0 MT/A
2		Tin Ash	Shall be stored in secured manner and handed over to authorized reprocessors	1.0 MT/A
3	Schedule IV Sl. No. 2	Copper ash	Shall be stored in secured manner and handed over to authorized reprocessors	5.0 MT/A
4	Schedule IV Sl. No. 7	Druid Waste	Shall be stored in secured manner and handed over to authorized recyclers/ TSDI	175 MT/A

(1) The authorization shall be valid for a period **up to 30.06.2021** ("This Authorization is valid only when the Consents are valid").

(2) The authorization is subjected to the conditions stated below and such conditions as may be specified in the Rules for the time being in force under the Environment (Protection) Act, 1986.

A. General conditions of authorization:

1. The person authorized shall comply with the provisions of the Environment (Protection) Act, 1986 and the Rules made there under.
2. This authorization or its renewal shall be produced for inspection at the request of an Officer authorized by the Karnataka State Pollution Control Board.
3. The person authorized shall not rent, lend, sell, transfer or otherwise transport the hazardous and other wastes except what is permitted through this authorization. Any unauthorized change in personnel, equipment or working conditions as mentioned in the application by the person authorized shall constitute a breach of this authorization.
4. Any unauthorized change in personnel, equipment or working conditions as mentioned in the application by the person authorized shall constitute a breach of his authorization.

For: **SONAL METACOP**

Proprietor

PRINCIPAL
Kristu Jayanti College Autonomous
K. Narayanapura, Kothanur PO
Bengaluru - 560077

5. The person authorized shall implement Emergency Response Procedure (ERP) for which this authorization is being granted considering all site specific possible scenarios such as spillages, leakages, fire etc. and their possible impacts and also carry out mock drill in this regard at regular interval of time;
6. The person authorized shall comply with the provisions outlined in the Central Pollution Control Board guidelines on "Implementing Liabilities for Environmental Damages due to Handling and Disposal of Hazardous Waste and Penalty"
7. It is the duty of the authorized person to take prior permission of the State Pollution Control Board to close down the facility.
8. The imported hazardous and other wastes shall be fully insured for transit as well as for any accidental occurrence and its clean-up operation.
9. The record of consumption and fate of the imported hazardous and other wastes shall be maintained.
10. The hazardous and other waste which gets generated during recycling or reuse or recovery or pre-processing or utilization of imported hazardous or other wastes shall be treated and disposed of as per specific conditions of authorization.
11. The importer or exporter shall bear the cost of import or export and mitigation of damages if any.
12. An application for the renewal of an authorization shall be made as laid down under these Rules.
13. Any other conditions for compliance as per the Guidelines issued by the Ministry of Environment, Forest and Climate Change or Central Pollution Control Board from time to time.
14. Annual return shall be filed by June 30th for the period ensuring 31st March of the year.

B. Specific conditions:

1. **The occupier authorized under these rules, shall maintain a record of hazardous and other wastes managed by him in Form 3 and prepare and submit to the State Pollution Control Board, an annual return containing the details specified in Form 4 on or before the 30th day of June and manifest in Form-10.**
2. The transportation of hazardous waste shall have to be carried out only through registered/authorized vehicles meant for transportation of hazardous waste.
3. **The authorized actual user of hazardous and other wastes shall maintain records of hazardous and other wastes purchased in a passbook issued by the State Pollution Control Board along with the authorization as per Rule 6(7).**
4. **The handing over of the hazardous and other wastes to the authorized actual user shall be only after making the entry into the passbook of the actual user as per Rule 6(8).**
5. **The Person Authorized shall not store the Hazardous Waste more than ninety days as per Rule 8(1).**
6. **Display Boards**
The person authorized shall display sign boards at the storage site as "Hazardous Waste Storage Site" and "Danger" and the site shall be provided with accident preventive measures.



SENIOR ENVIRONMENTAL OFFICER

Encl: Inspection report of Regional Office, dt: 22.08.2016.

To:

The Authorized Signatory,
M/s. Sonal Metacop,
No.5, 5/1, Kachohalli Industrial Estate,
Laxmipura Post, Bengaluru-562 123.

For SONAL METACOP



Proprietor



PRINCIPAL

Kristu Jayanti College Autonomous
K. Narayanapura, Kothanur PO
Bengaluru - 560077



ಕರ್ನಾಟಕ ರಾಜ್ಯ ಮಾಲಿನ್ಯ ನಿಯಂತ್ರಣ ಮಂಡಳಿ
Karnataka State Pollution Control Board

"ಪರಿಸರಭವನ", 1 ರಿಂದ 5ನೇ ಮಹಡಿಗಳು, ನಂ.49, ಚರ್ಚ್‌ಸ್ಟ್ರೀಟ್, ಬೆಂಗಳೂರು - 560 001, ಕರ್ನಾಟಕ, ಭಾರತ
"Parisara Bhavana", 1st to 5th Floor, # 49, Church Street, Bengaluru - 560 001, Karnataka, INDIA

No. PCB/WMC/522/E-waste/(2016)2019-20 3306

Date: 03 SEP 2019

CORRIGENDUM

Sub.: Issue of Corrigendum to Authorization under E-waste Rules, 2016 in respect of M/s. Sonal Metacop, No.5, Sy No.5/1, Kachohalli Industrial Estate, Laxmipura Post, Bangalore-562123. -reg

Ref:

1. CFE issued by the Board dated 27.07.2016.
2. CFO issued by the Board dated 19.10.2016.
3. Authorization issued by the Board dated 22.11.2016.
4. CFO Corrigendum issued by the Board dated 23.10.2018.
5. Industry letter dated: 31.08.2019.

The Board vide ref.(1) had issued CFE under the Water (Prevention & Control of Pollution) Act, 1974 & the Air (Prevention & Control of Pollution) Act, 1981 to M/s. Sonal Metacop, No.5, Sy No. 5/1, Kachohalli Industrial Estate, Laxmipura Post, Bangalore-562123. for E-waste Collection, Segregation, Dismantling, testing & Refurbishing & Recovery of useful material of capacity 83.33 MTPM valid upto 29.03.2021.

Further, the Board vide ref.(2) had issued consent under the Water (Prevention & Control of Pollution) Act, 1974 & the Air (Prevention & Control of Pollution) Act, 1981 for E-waste Recovery of precious metals of capacity 60 MTPM valid upto 30.06.2021.

Hence, the Board vide ref(3) had issued authorization under E-waste (Management) Rules, 2016 for E-waste Collection, Segregation, Dismantling, Testing, and Refurbishing & Recovery of useful material of capacity 60 MTPM valid upto 30.06.2021.

Further, the Board vide ref.(4) had issued consent Corrigendum under the Water (Prevention & Control of Pollution) Act, 1974 & the Air (Prevention & Control of Pollution) Act, 1981 for E-waste Collection, Segregation, Dismantling, Testing, and Refurbishing & Recovery of useful material of capacity 83.33 MTPM.

Now the industry vide ref.(4) has requested for issue of Corrigendum to the Authorization from 60 MTPM to 83.33 MTPM as per the CFO Corrigendum..

Hence the following Corrigendum.

For SONAL METACOP

Proprietor

"ಪ್ಲಾಸ್ಟಿಕ್ ಬಳಕೆ ನಿಲ್ಲಿಸಿ, ಪರಿಸರ ಹಾನಿ ತಪ್ಪಿಸಿ"

PRINCIPAL

Kristu Jayanti College Autonomous
K. Narayanapura, Kethanur PO
Bengaluru - 560077

AVOID USE OF PLASTICS- BE 'ECO' FRIENDLY

CORRIGENDUM

In the Authorization issued vide ref.(3), "E-waste Collection, Segregation, Dismantling, Testing, and Refurbishing & Recovery of useful material of capacity 60 MTPM" may read as "E-waste Collection, Segregation, Dismantling, Testing, and Refurbishing & Recovery of useful mat of capacity 83.33 MTPM.(4) remains unaltered.

FOR AND BEHALF OF
KARNATAKA STATE POLLUTION CONTROL BOARD


SENIOR ENVIRONMENTAL OFFICER (WMC)

To,
The Authorised Signatory,
M/s. Sonal Metacop, No.5,
Sy No.5/1, Kachohalli Industrial Estate,
Laxmipura Post, Bangalore-562123..

For SONAL METACOP

Proprietor

For Kristu Jayanti College


PRINCIPAL

Kristu Jayanti College Autonomous
K. Narayanapura, Kethanur PO
Bengaluru - 560077



ಕರ್ನಾಟಕ ರಾಜ್ಯ ಮಾಲಿನ್ಯ ನಿಯಂತ್ರಣ ಮಂಡಳಿ
Karnataka State Pollution Control Board

“ಪರಿಸರಭವನ”, 1 ರಿಂದ 5ನೇ ಮಹಡಿಗಳು, ನಂ.49, ಚರ್ಚ್ ಸ್ಟ್ರೀಟ್, ಬೆಂಗಳೂರು - 560 001, ಕರ್ನಾಟಕ, ಭಾರತ
"Parisara Bhavana", 1st to 5th Floor, # 49, Church Street, Bengaluru - 560 001, Karnataka, INDIA

NO. PCB/WMC/522/E-Waste/2016 3705

Date: 23 OCT 2018

CORRIGENDUM

Sub: Consent to operation to M/s.Sonal Metacop, No.5, Sy.No.5/1,
Kachohalli Industrial Estate, Laxmipura Post
Bangalore – 562123

- Ref: 1. CFE issued by the Board vide Consent Order dtd.27758,
dated 27.7.2016.
2. CFO issued by the Board vide Consent Order dtd.27758,
dated 21.11.2016.

M/s. Sonal Metacop, No.5, Sy.No.5/1, Kachohalli Industrial Estate,
Laxmipura Post, Bangalore – 562123 and engaged in e-waste processing. The
Board has issued CFE vide Ref (1) for the following activities.

Sl.No.	Product Name	(Qty/Month)	Unit
1	Aluminium Melting	41.66	M.T
2	Collection, Segregation & skimming of PVC, HDPE, LDPE, CU & AT cable scrap	41.66	M.T.
3	Collection, Segregation, dismantling, testing and refurbishing & recovery of useful mat	83.33	M.T.
4	Copper Melting	20.83	M.T.
5	Destruction of PCB & IC	41.66	M.T.
6	Precious Metal Recover Silver	1.00	KGS
7	Precious metal recovery gold	0.0250	KGS
8	Tin Melting	4.166	M.T.

The industry has applied for CFO for period upto 30.6.2021, the same was
issued vide Ref (2).

The industry has given a representation indicating that the quantities are
indicated as zero except precious metal recovery in the CFO and also instead of
recovery the recycling of e-waste shall be included and requested the Board to
issue Corrigendum.

For: SONAL METACOP

PRINCIPAL

“ಪ್ಲಾಸ್ಟಿಕ್ ಬಳಕೆ ನಿಲ್ಲಿಸಿ, ಪರಿಸರ ಹಾನಿ ತಪ್ಪಿಸಿ”
Proprietor

Kristu Jayanti College Autonomous
K. Narayanapura, Kothanur PO
Bengaluru - 560077

AVOID USE OF PLASTICS. BE ECO-FRIENDLY

The request has been verified and following Corrigendum issued. Hence, the following


ORDER

In the Consent Order issued vide Ref (2) to M/s.Sonal Metacop, No.5, Sy.No.5/1, Kachohalli Industrial Estate, Laxmipura Post, Bangalore – 562123, the name of the product shall be read as

Sl.No.	Product Name	(Qty/Month)	Unit
1	Aluminium Melting	41.66	M.T
2	Collection, Segregation & skimming of PVC, HDPE, IDPE, CU & AT cable scrap	41.66	M.T.
3	Collection, segregation, dismantling, testing and refurbishing & recycling	41.66	M.T.
4	Copper Melting	20.83	M.T.
5	Destruction of PCB & IC	41.66	M.T.
6	Precious Metal Recover Silver	1.00	KGS
7	Precious metal recovery gold	0.0250	KGS
8	Tin Melting	4.166	M.T.

Subject to

1. The industry is permitted to refurbish the items on returnable basis to the producer who is having valid Extended Producer Responsibility (EPR) Authorization.
2. The industry shall obtain EPR Authorization in case of selling the refurbished material in open market.
3. Other terms and conditions stipulated in the consent order cited under Ref (2) remain unaltered.


Senior Environmental Officer, WMC

To:
M/s. Sonal Metacop,
No.5, Sy.No.5/1,
Kachohalli Industrial Estate,
Laxmipura Post, Bangalore – 562123

For SONAL METACOP

Proprietor


PRINCIPAL

Kristu Jayanti College Autonomous
K. Narayanapura, Kothanur PO
Bangaluru - 560077

Basic Price and Specifications

End of Life	Min/Per Kg	Recycling charges	Per Kg
Printer	15	Glass	50
Desktop	60	CFL Bulbs	50
Laptop	150		
Scanners	10		
photocopiers	15		
Projectors	10		
cathode ray tubes (CRTs)	5		
LCD Monitors	30		
Batteries	40		
Populated Boards	30		
Circuit Boards	40		
Casing	5		
Microwaves	20		
LED Lights	FOC		
PVC	5		
Switches	50		
Mobiles	150		
Telephones	10		
Photographic equipments	20		
Stablizers	20		
Clocks	5		
Calculators	5		
Cables and PVC cables	30		
Servers	60		
Other e-waste	20		

* The price mentioned is inclusive of all taxes.

For **SONAL METACOP**

Proprietor



PRINCIPAL

**Kristu Jayanti College Autonomous
K. Narayanapura, Kothanur PO
Bengaluru - 560077**

आयकर विभाग

INCOME TAX DEPARTMENT



भारत सरकार

GOVT. OF INDIA

P BALARAM

PUTTAIAH

25/07/1980

Permanent Account Number

AODPB9817M

For Kristu Jayanti College

Signature



29122007



Government of India
Form GST REG-06
[See Rule 10(1)]

Registration Certificate

Registration Number : 29AODPB9817M1ZI

1.	Legal Name	PUTTAIAH BALARAM			
2.	Trade Name, if any	SONAL METACOP			
3.	Constitution of Business	Proprietorship			
4.	Address of Principal Place of Business	NO. 5 5/1 SY NO.8/1, KACHOHALLI INDUSTRIAL ESTATE, DASANAPURA HOBLI, LAKSHMIPURA POST, Bengaluru (Bangalore) Urban, Karnataka, 562123			
5.	Date of Liability	01/07/2017			
6.	Period of Validity	From	01/07/2017	To	NA
7.	Type of Registration	Regular			
8.	Particulars of Approving Authority				
Signature		Validity unknown Digitally signed by DE GOODS AND SERVICES TAX NETWORK 1 Date: 2018.07.08 17:30:05 IST			
Name					
Designation					
Jurisdictional Office					
9.	Date of issue of Certificate	08/07/2018			
Note: The registration certificate is required to be prominently displayed at all places of business in the State.					

This is a system generated digitally signed Registration Certificate issued based on the deemed approval of application on 01/07/2017 .

For SONAL METACOP


Proprietor


PRINCIPAL

Kristu Jayanti College Autonomous
K. Narayanapura, Kothanur PO
Bengaluru - 560077



GSTIN 29AODPB9817M1ZI
Legal Name PUTTAIAH BALARAM
Trade Name, if any SONAL METACOP

Details of Additional Places of Business

Total Number of Additional Places of Business in the State 0

For SONAL METACOP
Balaram
Proprietor


PRINCIPAL
Kristu Jayanti College Autonomous
K. Narayanapura, Kethanur PO
Bengaluru - 560077



GSTIN	29AODPB9817M1ZI
Legal Name	PUTTAIAH BALARAM
Trade Name, if any	SONAL METACOP

Details of Proprietor

1



Name	PUTTAIAH BALARAM
Designation/Status	Proprietor
Resident of State	Karnataka

For SONAL METACOP

Proprietor