

കേരളം KERALA

CX 810742

AGREEMENT FOR WASTE DISPOSAL SERVICE

This Agreement for Sale of used non-recyclable waste ("Agreement") is entered into on 18th MAY 2022, at Kakkanad by and:

BETWEEN

GreenEvo Tech Private Limited, a company incorporated under the Companies Act, 1956 having its registered office at 5/152 Athani, Near Purva Eternity, Thengodu via, Kakkanad, Kochi 682030, represented by Mr. Jose Augustine (hereinafter referred to as "**First Party or Buyer**") which expression shall, unless it is repugnant to the meaning or context thereof, be deemed to include its successors in interest and permitted assigns) of the **ONE PART**

AND

Nirmala College of Pharmacy an Educational Institution under the, 1956 having its registered office at Muvattupuzha P.O, Ernakulam District, Kerala 686661 represented by **Fr. Jos Mathai Mailadiath** hereinafter referred to as "**Second party or seller**", which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to include its successors in interest and assigns) of the **OTHER PART**

For GREENEVO TECH PVT. LTD.

[Signature]
Director

[Signature]
ADMINISTRATOR
NIRMALA COLLEGE OF PHARMACY
Muvattupuzha, Ernakulam (Dist.)
Kerala - 686 661

No. 22248
Rs 100/-

Sold to...
MOOVATTUPUZHA VENDOR
A. GOPAKUMAR



The Seller and the Buyer may be referred to individually as a "Party" and together as the "Parties", as the context may so require.

- A. The Buyer is engaged in the business of Municipal Solid Waste Management and is also engaged in the Purchase, aggregation, storage, segregation, and transportation of Recyclable Integrated Solid Material Waste. The Buyer has registered itself under the provisions of the Goods and Service Tax ("GST") and has its GST registration numbers as set out in **Schedule A**.
- B. The Seller is an Education and Research Institute
- C. The Buyer is desirous of buying various dry waste (recyclable and nonrecyclable) from the Seller from the Institute at Muvattupuzha.
- D. The Seller has agreed to sell inorganic dry solid Waste to the Buyer on the terms and conditions set out hereunder based on the mutual agreement between the Parties.

For GREENEVO TECH PVT. LTD.


Director



ADMINISTRATOR
NIRMALA COLLEGE OF PHARMACY
Muvattupuzha, Ernakulam (Dist.)
Kerala - 686 661



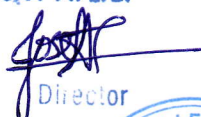
Article 1 – Subject of the Agreement

- a. This Agreement aims at defining the main rules, technical, commercial, operative and legal conditions which shall govern the Services by the Seller to the Buyer.

Article 2 - The Services Provided by the Buyer and Seller

- a. The Seller must pack the tube lights separately. The broken tubes must be packed separately.
- b. The plastics wastes must be packed in sacks. Unpacked plastic wastes will not be accepted
- c. The seller must pack the sharp items separately.
- d. The seller must pack foot-wares wastes, rexins and cloths separately.
- e. Wet wastes, food wastes or wastes with more than 5% moisture will not be accepted. If the moisture content is high, rates would be doubled
- f. The buyer will collect the wastes from the seller's location. All the transportation costs and related costs will be within the scope of the buyer.
- g. The seller has to pay the buyer for disposing of the waste. The maximum credit period would be 7 days. The buyer would issue a certificate only after the payment is credited.
- h. The Seller should sell the recyclable items like papers, Ewastes, metals etc to the buyer. And the seller holds no right to sell such items to any other party.
- i. Subject to the terms and conditions of this Agreement, the Seller shall sell to the Buyer and perform the services, as elaborated in the Schedule D ("Services") attached hereto. The Parties may enter into additional agreements for services, which may constitute as addendums to this Agreement subject to the terms and conditions of this Agreement. Each addendum shall be in writing, properly executed by the Parties, referring to this Agreement, and shall be prepared in substantially the same form as provided hereunder.
- j. The relationship created by this Agreement is one of independent contractors, and not partners, franchisees or joint ventures. No employees, Buyers, sub-contractors or agents of one Party are employees, Sellers, contractors or agents of the other Party, nor do they have any authority to bind the other Party by contract or otherwise to any obligation, except as expressly set forth herein. Neither Party will represent to the contrary, either expressly, implicitly or otherwise. The Seller agrees to defend, indemnify and hold the Buyer harmless from any and all claims, damages, liability, attorney's fees and expenses on account of an alleged failure by the Seller to satisfy any such obligations as per the terms of this Agreement

For GREENEVO TECH PVT. LTD.


Director




ADMINISTRATOR
NIRMALA COLLEGE OF PHARMACY
Muvattupuzha, Ernakulam (Dist.)
Kerala - 686 661

Article 3 -Terms of Invoicing and payment

- a. For the Sales by the Seller after due measurement of the quantity, the Buyer shall raise a sales invoice to the Seller. The invoice shall be raised by the Buyer to the Seller within the 3rd day of the Sale is completed and the Seller shall be liable to pay the amount mentioned in the sales invoice within 7 days of receipt of the same. The following shall mandatory be mentioned on the sales invoice –

Seller's PAN : AAATN8335P

Seller's Bank Account details : Administrator, Nirmala college of Pharmacy, Muvvattupuzha

A/c No. 006800838079195001

The catholic Syrian Bank

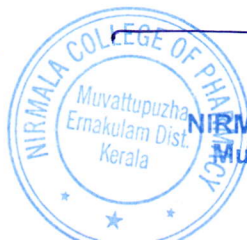
IFSC Code : CSBK0000068

Muvattupuzha Branch

- b. If the total income of the Seller does not exceed Rs. 20, 00,000/- (Rupees Twenty Lakhs Only) per annum, the Seller shall be obliged to give the Buyer an undertaking, in the form of an affidavit, stating that the Seller is not required to register under GST. The Seller shall keep the Buyer informed when it becomes mandatory for the Seller to register under GST, and shall provide the Buyer with the GST No. and Service Accounting Code. A format of the said affidavit is attached herein as Schedule C.
- c. The Buyer has agreed to purchase inorganic dry solid waste, and shall charge the Seller as per the pricing mentioned in Schedule D. The pricing mentioned is inclusive of all applicable taxes from time to time. The Seller shall be liable to pay applicable taxes on the pricing mentioned by the Buyer in pursuance of this Agreement.
- d. All payments to be made under this Agreement shall be subject to taxes, as per the provisions of applicable tax statute.
- e. The Seller agrees that the Seller is not eligible for, and shall not participate in, any of the Buyer's employee benefit plans or programs, including, but not limited to bonus, vacation, health, pension, incentive compensation or other employee programs or policies ("Benefits Plans"). If for any reason the Seller is deemed to be a statutory or common-law employee of the Buyer by any governmental agency, court, or other entity, the Seller hereby waives any right to, and agrees to neither seek nor accept, any benefits under the Benefits Plans, even if by the terms thereof the Seller or its personnel might be eligible for such benefits.

For GREENEVO TECH PVT. LTD.


Director



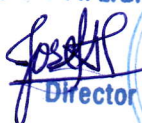

ADMINISTRATOR
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Article 4 - Representations, Warranties and Undertakings

- a. Both Seller and Buyer represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder; (ii) the performance of its obligations and Sale/Buy of non recyclable Waste to the Buyer/Seller, will not violate any applicable laws or regulations, or cause a breach of any agreements with any third parties; and (iii) it has obtained all regulatory approvals / licenses to perform the Services covered by this Agreement (iv) Both Seller and Buyer shall obtain its GST registration and be compliant with all tax laws, including but not limited to GST.
- b. Both Seller and Buyer agrees to keep confidential and not to disclose or make any unauthorized use of any trade secrets, marks, logos, proprietary information, confidential information, knowledge, know how, data or other information of the Buyer or its customers which the Seller/Buyer knows, or has reason to know, is considered confidential by the Buyer/Seller (collectively referred to herein as "Confidential Information"). Irrespective of the source of such Confidential Information, which the Seller/Buyer may have produced, obtained, learned or otherwise acquired in connection with this Agreement or through any other source, the Seller/Buyer agrees not to disclose such Confidential Information during the term of this Agreement and 3 (three) years thereafter, except to the extent that any such Confidential Information becomes generally known in the public through no direct or indirect role of the Seller/Buyer and which is required to be disclosed pursuant to any statutory or regulatory authority or court order. Both Seller and Buyer agrees to use such Confidential Information solely to perform its obligations in connection with this Agreement and for no other purpose whatsoever.
- c. The Seller represents that the products which are sold to the Buyer from the Seller shall stay in the sole possession of the Buyer and the Seller shall refrain from further selling the products to any other third party unless otherwise consented by the Buyer.

The Seller shall keep the same valid through-out the subsistence of this Agreement and shallbring to the notice of the Buyer any expiry, modification, or suspension of any suchapprovals/licenses and the initiation of any adverse action by the relevant authority concerned in relation thereto. In the event of a breach of representations, the Buyer may invoke the right to terminate the Agreement, notwithstanding any other rights to seek forother specific or equitable remedies including but not limited to injunction.

For GREENEVO TECH PVT. LTD.


Director





ADMINISTRATOR
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Article 5 – Indemnity, Damages and Penalty

- a. Both Seller and Buyer agrees to indemnify, defend and hold the Buyer/Seller harmless from and against any claim, liability, obligation, loss, damage, deficiency, assessment, judgment, cost or expense (including, without limitation to costs and expenses incurred in preparing and defending against or prosecuting any litigation, claim, action, suit proceeding or demand) of any kind or character, arising out of or in any manner incidental, relating, or attributable to any inaccuracy, breach, or failure by the Seller/Buyer to perform and observe the representations, warranties and services described in this Agreement, or arising out of any wrongful acts or omissions, negligence or misconduct of the Seller/Buyer, its affiliates, or its employees or its agents. Both Seller and Buyer also agrees to indemnify the Buyer/Seller against any claims, losses or damages that the Buyer/Seller may suffer in the event the Seller/Buyer does not comply with any law or statutory obligations, including but not limited to GST. Notwithstanding anything contained elsewhere to the contrary, both Seller and Buyer agrees that if a remedy at law for any breach of the foregoing covenants be inadequate, the Buyer/Seller may, in addition to any other remedies available, shall also be entitled to apply for specific performance or injunction either prohibitory or mandatory.
- b. Damages - The Buyer shall have the right to claim from the Seller, any financial loss or penalties suffered by the Buyer either due to any non-compliance of the law or statutory obligations, or due to any violation of this Agreement on the part of the Seller.
- c. Penalty - In the Event the Seller breaches any article of this agreement, then the Seller shall be liable to pay to the Buyer the cost of the products as penalty for breach of the Agreement.

Article 6 - Term and Termination

- a. The term of this Agreement is effective for a period of One Year commencing from 18-05-2022 to 17-05-2023 ("Term") unless otherwise terminated in accordance with this Agreement. Upon expiration of the Term of this Agreement, the Buyer shall be entitled to renew this Agreement for a further period of Three Year or for such other period, upon mutually agreeable terms and conditions. The disposal cost can updated in with respect to the market condition.

For GREENEVO TECH PVT. LTD.


Director





ADMINISTRATOR
NIRMALA COLLEGE OF PHARMACY
Muvattupuzha, Ernakulam (Dist.)
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- b. The Buyer may terminate this Agreement for convenience at any time for any reason, by providing the Seller not less than fifteen(15)days' prior written notice.
- c. Upon termination of this Agreement, the Seller shall still be bound to perform the Services and show proof of the same for all products bought from the Buyer prior to the date of termination of this Agreement.
- d. The expiration or termination of this Agreement for any reason will not release either Party from any liabilities or obligations set forth herein which (i) the Parties have expressly agreed will survive any such expiration or termination, or (ii) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.

Article 7 - Assignment

- a. The Seller shall not transfer or assign any of its rights or obligations under Agreement without the prior written consent of the Buyer.

Article 8 - Governing Law and Competent Jurisdiction

- a. The Agreement shall be governed by the laws of India. The courts in Kerala shall have the exclusive jurisdiction to adjudicate any matter involved hereunder.

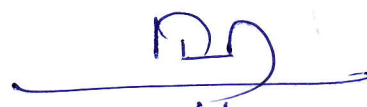
Article 9 - Miscellaneous

- a. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.
- b. This Agreement along with the Schedules hereto embodies the entire agreement and understanding of the Parties hereto, and supersedes all prior or contemporaneous written or oral communications or arrangements between the Buyer and the Seller regarding the subject matter hereof.
- c. The failure of either Party to insist upon the performance of any of the terms, covenants, or conditions of this Agreement or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any rights, and the obligations of the Party with respect to such future performance shall continue in full force and effect.

For GREENEVO TECH PVT. LTD.


Director




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d. This Agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall constitute one and the same instrument.



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first set forth above.

Buyer: GreenEvo Tech Pvt. Ltd.
5/152 Athani, Near Purva Eternity,
Thengodu, Kakkanad – 600108

Seller: Nirmala College of
Pharmacy, Muvattupuzha, Ernakul
am District, Kerala 686661


Authorised Signatory
Jose Augustine
Designation: Director (Business Development)


Authorised Signatory Name:
Name: Fr. Jos Mathai Mailadiath
Designation: Administrator
NIRMALA COLLEGE OF PHARMACY
Muvattupuzha, Ernakulam (Dist.)
Kerala - 686 661

Witness 1 : Dr. Deepa Jose 
Witness 2 : Dr. Dhinish Joseph 



SCHEDULE A

List of GreenEvo Tech Pvt. Ltd. GST registration numbers

S. No.	State	Provisional ID
1.	Kerala	_____

SCHEDULE B

List of Buyer's GST Registration numbers and SAC/HSN

S. No.	State	GSTIN
1	Kerala	

S. No.	Service/Goods	SAC/HSN
1		

SCHEDULE C (NOT APPLICABLE)

Format of Letter of Undertaking as attached

For GREENEVO TECH PVT. LTD.


Director


ADMINISTRATOR
NIRMALA COLLEGE OF PHARMACY
Muvattupuzha, Ernakulam (Dist.)
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SCHEDULE D
LIST OF Products

S.No	Description of goods	Nature of supply	Disposal Cost
1	Includes inorganic dry solidwastes	Waste disposal per Super carry closed container model vehicle, Provided the recyclables and Scraps will be sold to First Party.	INR 2000 + GST per load
2	Papers, Metals, E-Wastes	Recyclable Items/Scrap	According to the market rate which would be informed beforehand

For GREENEVO TECH PVT. LTD.


Director


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