सत्यमेव जयते

INDIA NON JUDICIAL

Chandigarh Administration

e-Stamp

Certificate No.	:	IN-CH30405354206569T
Certificate Issued Date	:	14-Sep-2021 11:24 AM
Certificate Issued By	:	chkarkumi
Account Reference	:	IMPACC (GV)/ chimpsp07/ E-SAMPARK SEC-21/ CH-CH
Unique Doc. Reference	:	SUBIN-CHCHIMPSP0760647720368933T
Purchased by	:	ROHIT PURI
Description of Document	:	Article 5 Agreement or Memorandum of an agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	ORTECH INDIA CORPORATION
Second Party	:	MCM DAV COLLEGE FOR WOMEN
Stamp Duty Paid By	:	ORTECH INDIA CORPORATION
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

----------Please write or type below this line----------

For Ortech India Corporation

Authorised Signatory

Principal
MCM D.A.V. College for Women
Chandigarh

KC 0005238527

Statutory Alert:
1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App 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.

This AGREEMENT is entered at Chandigarh on 15th Day of the month of September 2021

Between

M/s **ORTECH INDIA CORPORATION** having its registered office address at Plot No 67-B, Lodhi Majra Industrial Area, Baddi, Tehsil Nalagarh (H.P). Herein referred to as Recycler.

And

Mehr Chand Mahajan DAV College for Women, Sector 36- A, Chandigarh having its registered office at Sector 36-A Chandigarh. Herein referred to as Generator.

AND WHEREAS, the foremost and the sole objective of M/s **ORTECH INDIA CORPORATION** is to prevent Environmental Pollution Hazards and to observe the existing laws on Environmental Pollution Control.

AND WHEREAS, the GENERATOR desires to send its **/E-Waste** (hereinafter referred to as 'HAZARDOUS WASTE') to M/s **ORTECH INDIA CORPORATION** as per the norms of Himachal Pradesh State Pollution Control Board (hereinafter referred to as "HPSPCB") and M/s **ORTECH INDIA CORPORATION** having requisite facilities in this behalf, agrees to receive the E-Waste sent by the GENERATOR on the terms and conditions stated hereunder, which have been mutually agreed to by and between M/s **ORTECH INDIA CORPORATION** and the MEMBER.

NOW THIS AGREEMENT

witnesses as follows;

SCOPE OF THE AGREEMENT

M/s **ORTECH INDIA CORPORATION** shall collect, transport, and dispose the E-Waste collected from the premises of the Generator. It shall be the responsibility of M/s **ORTECH INDIA CORPORATION** to demagnetize the hard disks before disposing them off in accordance with the terms of the contract. If the hard disks come along with the CPU the activity would be taken care by M/s **ORTECH INDIA CORPORATION** at free of cost.

Upon intimation from the Generator, OIC shall within 2 days, arrange for collection of E-Waste irrespective of the quantity as per the applicable provisions from MCM DAV College, College Road, Sector 36-A Chandigarh. The Generator shall issue delivery challan/bill before collection of the E-Waste from the designated place by "OIC".

The Generator liability shall cease once the E-Waste has been collected by "OIC" from its premises except for any non-disclosure of any material information known to the Generator with regard to E-Waste from "OIC" during the handover of such E- Waste. It is specifically agreed and understood that compliances of applicable law. During transportation and disposal of E-Waste shall be exclusive responsibility of the "OIC".

For Ortech India Corporation

Authorised Signator

Principal
MCM D.A.V. College for Women
Chandigarh

"OIC" shall, issue a safe destruction certificate as prescribed under applicable laws within forty-five (45) days from receipt of such request.

PAYMENTS

M/s **ORTECH INDIA CORPORATION** shall not be liable to pay any amount to the generator for collection of E-Waste. Whereas the generator is liable to pay an amount of Rs. 10000/- (Rupees Ten Thousand only) inclusive of GST to the Recycler for a period of two years. The payment shall be made to M/s **ORTECH INDIA CORPORATION** in the form of electronic transfer/ cheque.

TERM AND TERMINATION

This Agreement shall be in force for a period of 2 years from the date of signing of this Agreement. Upon completion of the term, the Agreement may be renewed at the option of both the Parties in writing on mutually agreed terms and conditions.

The Agreement may be terminated by either party without assigning any reason, by giving thirty (30) days prior written notice to the other Party.

COMPLIANCE WITH LAWS

M/s **ORTECH INDIA CORPORATION** represents and warrants to the Generator that it has all necessary statutory permissions, consents, approvals and licenses to carry out business of collection, transportation, storage, management and disposal of E-Waste and it shall maintain all such permissions, consents, approvals and licenses during the term of this Agreement.

M/s **ORTECH INDIA CORPORATION** further agrees that:

i. It shall exercise all safety precaution and best management practices, required by law, in providing service under this Agreement;
ii. It shall notify the Generator immediately if any permit, licenses, certificate, consent approval or identification number required for the performance of its service under this Agreement has been revoked, modified, expired, suspended or not been renewed;
iii. M/s **ORTECH INDIA CORPORATION** shall comply with all applicable laws, rules and regulations and shall indemnify and hold the Generator harmless in this regard.

ENVIRONMENTAL AND SAFETY AUDITS

1. M/s **ORTECH INDIA CORPORATION** agrees and acknowledges that the Generator or its authorized agent shall have the right to perform environmental and safety audit at any site at which M/s **ORTECH INDIA CORPORATION** is conducting E-Waste management services for the purpose of verifying environmental and safety procedures followed by M/s **ORTECH INDIA CORPORATION.**

For Ortech India Corporation

Authorised Signatory

Principal
MCM D.A.V. College for Women
Chandigarh

LIMITATION OF LIABILITY

Notwithstanding anything to the contrary mentioned in this Agreement, in no event shall Parties be liable for any special, indirect, incidental or consequential damage, including but not limited to loss of sales, business or data, lost profits or loss of use or other equipment or goodwill, incurred by any Party or any direct or indirect loss or damage.

DISPUTE RESOLUTION

1. This Agreement shall be governed and construed in accordance with the laws of India.
2. Any dispute or breach arising out of or in relation to this Agreement shall be referred to arbitration to be conducted by a sole arbitrator mutually appointed by the parties herein, in accordance with the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Himachal Pradesh and the proceedings shall be conducted in English. The decision of the arbitration shall be final and binding on both the Parties. No Party shall make public the award of the arbitration without the prior written consent of the other Party. The Party in default shall bear the cost of arbitration.
3. Subject to the arbitration provisions herein, courts of competent jurisdiction in Himachal Pradesh shall have the exclusive jurisdiction on the matters arising out of or in connection with this Agreement. No Party shall be restrained from approaching the court for seeking interim relief under this Agreement.

MISCELLANEOUS

1. Force Majeure: Neither party shall be liable 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 due to any Force Majeure event which shall include but not limited to, 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 of any Governmental body. The Party affected by such Force Majeure event shall immediately notify the other Party who shall have the right to terminate the Agreement with immediate effect upon giving a written notice if such Force Majeure event continues for more than sixty (60) days.
2. Confidentiality: The existence and all terms and conditions of this Agreement are confidential to the Parties, and shall not be disclosed to any third party without the other party's prior written consent, save and expect to their respective officers, employees or as required by law on a need-to-know basis. The confidentiality obligation under this Agreement shall exist during the term of this Agreement and for a period of three (3) years from the expiry of this Agreement.
3. Notice: 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 delivered to the party due to receive the notice or communication at its address set out below or such other address as either party may specify by notice in writing to other from time to time.
4. Amendment & Modification: Amendments and modifications to this Agreement shall be valid only if made in writing and signed by the Parties.

For Ortech India Corporation

Authorised Signatory

Principal
MCM D.A.V. College for Women
Chandigarh

5. No Representation: Nothing in this Agreement shall authorize any Party to engage in transactions in the name of the other Party or in any activities, which may create a liability on such other Party.
6. No Assignment: Parties shall not assign or transfer this Agreement or any Order or any parts of its rights and obligations hereunder to any person or corporation without the prior written consent of the other Party.
7. No Waiver: No failure to exercise, nor any delay in exercising, on the part of either Party, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.
8. Headings: The headings of the Clauses of this Agreement are for convenience only and shall have no effect in the interpretation of this Agreement.
9. Entire Agreement: This Agreement and the Order(s) constitute the entire agreement between the Parties.
10. Duplicate Agreements: This Agreement has been signed in two counterparts, each of which shall be deemed as an original but both of which together shall constitute one and the same instrument.

THE MEMBER:

IN WITNESS WHERE OF the parties hereto acting through their properly constituted representatives has set their hands to cause this AGREEMENT signed and executed in their respective name s and on their behalf.

For and on behalf of the

M/s ORTECH INDIA CORPORATION

For Ortech India Corporation

Authorised Signatory

Authorized Signatory

Name : Rohil Puri

Address : Plot no 67- B,

Lodhi Majra, Industrial Area,

Tehsil Baddi, Distt. Solan,

Himachal Pradesh.

For and on behalf of the

Mehr Chand Mahajan DAV College for Women

Principal
Mehr Chand Mahajan D.A.V. College for Women
Chandigarh

Authorized Signatory

Name : Dr. Nisha Bhargava

Address : Mehr Chand Mahajan

DAV College for Women,

Sector 36-A, Chandigarh (UT)

RAMKY ENVIRO ENGINEERS LTD
(Unit: Punjab Waste Management Project)
Opp. M/s. Vardhman Chemtech Ltd.
Village : Nimbua, P.O. Rampur sainia
Teh.: Derabassi, Distt. Mohali (Punjab)
Pin- 140507
E-mail:- mbdpwmp@ramky.com

Towards sustainable growth

Ramky Enviro Engineers Ltd./E-Waste/2018-19/E-94.

25th August 2018.

M/s MCM DAV COLLEGE FOR WOMEN.
SECTOR 36-A,
CHANDIGARH (U.T).
KIND ATTENTION: Dr. NISHA BHARGAVA.

Subject: - Membership & Agreement for purchase of E-Waste (Membership No.94)

Dear Sir,

Please refer to your request for Membership & Agreement for purchase of E-Waste; we are pleased to assign you the membership Number 94. The copy of the signed agreement has been attached herewith.

Thanking you,

Yours Sincerely

For Ramky Enviro Engineers Ltd.
(Unit-Punjab Waste Management Project)

Ramky Enviro Engineers Limited Unit PWMP Nimbua

Authorized Signatory

INDIA NON JUDICIAL

Chandigarh Administration

e-Stamp

सत्यमेव जयते

Certificate No.	:	IN-CH137208750515260
Certificate Issued Date	:	18-Aug-2018 12:32 PM
Certificate Issued By	:	chsankumi
Account Reference	:	IMPACC (GV)/ chimpsp07/ E-SAMPARK SEC-23/ CH-CH
Unique Doc. Reference	:	SUBIN-CHCHIMPSP07273941127954050
Purchased by	:	KARNAIL SINGH
Description of Document	:	Article 5 Agreement or Memorandum of an agreement
Property Description	:	MCM DAV COLLEGE SEC - 36A CHD
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	PRINCIPAL
Second Party	:	RAMKY ENVIRO ENGINEER LTD
Stamp Duty Paid By	:	PRINCIPAL
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

Please write or type below this line

AGREEMENT FOR PURCHASE OF E-WASTE

This Agreement for Purchase of E-Waste (Agreement) is entered into on this 25th day of August of the year Two thousand and Eighteen by and amongst-

RAMKY ENVIRO ENGINEERS LIMITED having its Registered office at Ramky Grandiose - Floor 13, Ramky Towers Complex, Gachibowli, Hyderabad – 50003 2and Project Office at Village Nimbua, Teh- Derabassi, Distt. Mohali, Punjab, (herein after referred as "Ramky" which expression shall unless contrary to the context or meaning thereof, mean and include its successors and permitted assigns) represented by Sh. Sandeep Himalayan duly authorized vide Board of Directors Resolution dated 3rd September, 2014.

0003883061

AND

MCM DAV College for Women having its Registered Office/ Principal Office at Sector -36 A, Chandigarh (herein after referred to as the "the Generator", which expression shall unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) represented by Dr. Nisha Bhargava, Principal duly authorized / appointed vide DAV College Managing Committee, New Delhi on dated 26-10-2015.

WHEREAS;

A. Ramky is operating a facility for the collection, transportation, dismantling, refurbishing and disposal of e-waste at Village Nimbua, Teh- Derabassi, Distt. Mohali, Punjab authorised by Punjab Pollution Control Board.

B. The Generator in compliance of the E-Waste Management & Handling Rules, 2016, desires to avail the services of Ramky for disposal of their segregated E-Waste, more fully detailed hereinafter under this Agreement.

C. The Generator has approached Ramky and desires to appoint Ramky for the purpose of collection and disposal of its segregated E-Waste and the same has been accepted by Ramky in accordance with the terms of this Agreement.

NOW THIS AGREEMENT witnesses as follows;

I. DEFINITIONS AND INTERPRETATION

1. Electronic Waste (E-Waste) - The term E-Waste will refer to the below mentioned electrical and electronic waste for the purpose of this Agreement which includes;
    a) Computers & Peripherals (CPU, Keyboard, Mouse& Monitor)
    b) Laptops
    c) Servers
    d) PCBs
    e) Mobiles or Communication devices
    f) Mother Boards (Computers &Laptops)
    g) Security Devices
    h) Telecom Equipment
    i) Printers & Scanners
    j) Military Electronic
    k) Control Systems
    l) Data cables &wires
    m) Batteries
    n) CD/DVD
2. 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 sub-division, ministry, department or agency thereof;

Ramky Enviro Engineers Ltd.

Principal
Mehr Chand Mahajan
D.A.V. College for Women

Authorised Signatory

2. The payment shall be made by Ramky within thirty (30) days of the collection of E-Waste in the form of a electronic transfer/ cheque. Ramky may withhold any payment in case of any dispute regarding the weighment of E-Waste and any such withholding of payment shall under this clause shall not be considered as a material breach of this Agreement.

IV. TERM AND TERMINATION

1. This Agreement shall be in force for a period of 3 years from the date of signing of this Agreement. Upon completion of the term, the Agreement may be renewed at the option of both the Parties in writing on mutually agreed terms and conditions.

2. The Agreement may be terminated by either party without assigning any reason, by giving fifteen (15) days prior written notice to the other Party.

V. COMPLIANCE WITH LAWS

1. Ramky represents and warrants to the Generator that it has all necessary statutory permissions, consents, approvals and licenses to carry out business of collection, transportation, storage, management and disposal of E-Waste and it shall maintain all such permissions, consents, approvals and licenses during the term of this Agreement. .

2. Ramky further agrees that:

   i. It shall exercise all safety precaution and best management practices, required by law, in providing service under this Agreement;

   ii. It shall notify the Generator immediately if any permit, licenses, certificate, consent approval or identification number required for the performance of its service under this Agreement has been revoked, modified, expired, suspended or not been renewed;

   iii. Ramky shall comply with all applicable laws, rules and regulations and shall indemnify and hold the Generator harmless in this regard;

VI. ENVIRONMENTAL AND SAFETY AUDITS

1. Ramky agrees and acknowledges that the Generator or its authorized agent shall have the right to perform environmental and safety audit at any site at which Ramky is conducting E-Waste management services for the purpose of verifying environmental and safety procedures followed by Ramky.

2. Ramky shall also cooperate with the Generator, in the event any statutory agency conducts any audit or inspection to check the Generator's procurement, disposal and management of E-Waste by providing necessary reports, documents, certificates and other relevant information upon giving reasonable notice in advance of any such audits.

VII. LIMITATION OF LIABILITY

Notwithstanding anything to the contrary mentioned in this Agreement, in no event shall Parties be liable for any special, indirect, incidental or consequential damage, including but not limited to loss of sales, business or data, lost profits or loss of use or other equipment or goodwill, incurred by any Party or any direct or indirect loss or damage.

For Ramky Enviro Engineers Ltd.

Principal
Mehr Chand Mahajan
D.A.V. College for Women
Sector 36-A, Chandigarh

Authorised Signatory

VIII. DISPUTE RESOLUTION

1. This Agreement shall be governed and construed in accordance with the laws of India.

2. Any dispute or breach arising out of or in relation to this Agreement shall be referred to arbitration to be conducted by a sole arbitrator mutually appointed by the parties herein, in accordance with the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Hyderabad and the proceedings shall be conducted in English. The decision of the arbitration shall be final and binding on both the Parties. No Party shall make public the award of the arbitration without the prior written consent of the other Party. The Party in default shall bear the cost of arbitration.

3. Subject to the arbitration provisions herein, courts of competent jurisdiction in Hyderabad shall have the exclusive jurisdiction on the matters arising out of or in connection with this Agreement. No Party shall be restrained from approaching the court for seeking interim relief under this Agreement.

IX. Execution of this Agreement shall be deemed to be

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;

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 Agreement or other matter relating to this Agreement.

X. MISCELLANEOUS

1. Force Majeure: Neither party shall be liable 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 due to any Force Majeure event which shall include but not limited to, 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 of any Governmental body. The Party affected by such Force Majeure event shall immediately notify the other Party who shall have the right to terminate the Agreement with immediate effect upon giving a written notice if such Force Majeure event continues for more than sixty (60) days.

2. Confidentiality: The existence and all terms and conditions of this Agreement are confidential to the Parties, and shall not be disclosed to any third party without the other party's prior written consent, save and expect to their respective officers, employees or as required by law on a need to know basis. The confidentiality obligation under this Agreement shall exist during the term of this Agreement and for a period of three (3) years from the expiry of this Agreement.

3. Notice: 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 delivered to the party due to receive the notice or communication at its address set out below or such other address as either party may specify by notice in writing to other from time to time.

4. Amendment & Modification: Amendments and modifications to this Agreement shall be valid only if made in writing and signed by the Parties.

5. No Representation: Nothing in this Agreement shall authorize any Party to engage in transactions in the name of the other Party or in any activities, which may create a liability on such other Party.

Principal
Mehr Chand Mahajan
D.A.V. College for Women

For Ramky Enviro Engineers L

Principal
Mehr Chand Mahajan
D.A.V. College for Women
Sector 36-A, Chandigarh

Authorised Signat

6. No Assignment: Parties shall not assign or transfer this Agreement or any Order or any parts of its rights and obligations hereunder to any person or corporation without the prior written consent of the other Party.

7. No Waiver: No failure to exercise, nor any delay in exercising, on the part of either Party, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.

8. Headings: The headings of the Clauses of this Agreement are for convenience only and shall have no effect in the interpretation of this Agreement.

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SCHEDULE – I

Production units of the Generator

S.No	Name of the Unit	Address, Contact Numbers and e mail - id	Name/ Designation of the Occupier	Name/Designation of the dealing Person
1	MCM DAV College for Women	Sector – 36, A, Chandigarh (U.T.) 0172-2603355 principal_mcmdavcollege @yahoo.com	Principal	Dr, Nisha Bhargava Principal

IN WITNESS WHEREOF, this Agreement has been signed by the duly authorized representatives of each Party hereto.

For Ramky Enviro Engineers Limited

For Ramky Enviro Engineers Ltd.

Authorised Signatory

Mr. Sandeep Himalayan
PROJECT HEAD (NIMBUA)
Date :

For MCM DAV College for Women

Dr. Nisha Bhargava
Principal
Date : 25-08-2018

Principal
Mehr Chand Mahajan
D.A.V. College for Women
Sector 36-A, Chandigarh