



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)

Unit
Punjab
Nimbua
Authorized Signatory

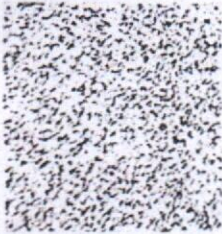
Dr. Shafika
Mr. Pawan Sharma
Mr. Hari Singh
N. Sharma

Dr. No-3003
Dt- 10/9/18



INDIA NON JUDICIAL
Chandigarh Administration
e-Stamp

Certificate No	IN CH137208760515200
Certificate Issued Date	18 Aug 2018 12:32 PM
Certificate Issued By	chisankum
Account Reference	IMPACC (GV)/chmp/01/E-Stamp/25/08/18
Invoice Doc. Reference	SUBIN CHCHIMPSP0/2739411279/0150
Composed by	KARNAIL SINGH
Description of Document	Article 5 Agreement or Memorandum of an agreement
Document 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 - 500032 and Project Office at Allage Humbera Teh Dera Bassa 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 Kumar, authorized vide Board of Directors Resolution dated 1st September 2014

0003883061

AND

MCM DAV College for Women having its Registered Office/ Principal Office at Sector 35 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.

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 weightment 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.

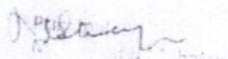

VI ENVIRONMENTAL AND SAFETY AUDITS

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.

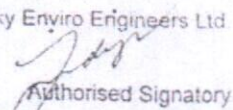
VII LIMITATION OF LIABILITY

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



For Ramky Enviro Engineers Ltd
Authorized Signatory



Authorized 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.

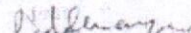
IX Execution of this Agreement shall be deemed to be

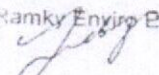
- 1 A confirmation by both the Parties that no benefit, either in cash or kind has been provided by either Party to the other Party or to any officer or employee or any relative/ associate of any officer or employee of either Party or of any of their associate institutions/companies in order to enter 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 except 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.





For and on behalf of Ramky Enviro Engineers L


- 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

SCHEDULE - I

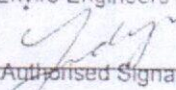
Production units of the Generator

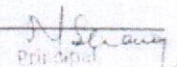
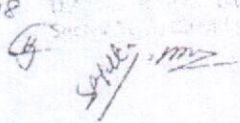
S.No	Name of the Unit	Address, Contact Numbers and e mail - id	Name/ Designation of the Occupier	Name/Designation of the dealing Person
1	MCM DAV College for Women	Sector - 36, A, Chandigarh (U.T.) 0172-2603355 principal_mcmdavcollege@yahoo.com	Principal	Dr. Nisha Bhargava Principal

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

For Ramky Enviro Engineers Limited
Ramky Enviro Engineers Ltd

For MCM DAV College for Women


Authorized Signatory


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


Mr. Sandeep Himalayan
PROJECT HEAD (NIMBUA)
Date :

FORM - 3
e-waste (Management & Handling) Rules, 2011
 [See rules 4(9), 5(4), 7(7), 8(5) and 9(5)]

FORM FOR FILING ANNUAL RETURNS

[To be submitted by producer/ collection centre/ dismantler/ recycler by 30th June following to the financial year to which that return relates]

Quantity in Metric Tonnes (MT) or Kilograms (Kg) per year

1	Name and address of the producer/ collection centre/ dismantler/ recycler	Mehs Chand Mahajan DAV college for Women - 36A, Chandigarh.	
2	Name of the authorized person and complete address with telephone and fax numbers and e-mail address	Dr. Nisha Bhargava, Principal Mehs Chand Mahajan DAV College for Women - 36A, Chandigarh.	
3	Total quantity e-waste sold/purchased/sent for processing during the year for each category of electrical and electronic equipment listed in the Schedule 1 (Attach list), (procured raw materials)	345 kg.	
	Details of the above	Type	Quantity
3(A)*	DISMANTLERS: Quantity of e-waste in MT processed and sent to (category wise):	-	-
3(B)*	RECYCLERS: Quantity of e-waste in MT processed (category wise):	-	-
4	Name and full address of the destination with respect to 3 (A-B) above	RAMKY ENVIRO ENGINEERS LTD Mirambua village, Derabassi, district - Mohali	
5	Type and quantity of materials segregated/recovered from e-waste of different categories as applicable to 3(A) & 3(B)	Type	Quantity
		-	-
6	Quantity of waste residues generated (non recyclable)	Type	Quantity
	1) handed over to TSDF	-	-
	2) Stored at site	-	-

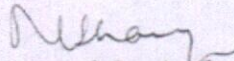
Note: The applicant shall provide details of funds received (if any) from producers and its utility with an audited certificate.

✓ enclose the list of recyclers to whom e-waste have been sent for recycling.

* Strike off whichever is not applicable

Place CHANDIGARH

Date 13 July - 2019


Signature of the Authorized Person
Principal
 Mehs Chand Mahajan
 D.A.V. College for Women
 Chandigarh.



Mehr Chand Mahajan
D.A.V. College for Women
Sector 36-A, Chandigarh – 160 036
Phone : 0172- 2603355, Fax : 0172-2613047
E-mail : principal_mcmdavcollege@yahoo.com
Website : www.mcmdavcw-chd.edu.

Ref. No. 2672/HCM

Date 13.7.19.

Senior Scientist
Chandigarh Pollution Control Committee
Paryavaran Bhawan
Chandigarh

Subject: Annual Report of E-Waste generated and transported

Respected Sir,

This is to inform you that our College had generated 345 kg of E-Waste in session 2017-2018 and same quantity of E-Waste had been transported to authorized collection centre (Ramky Enviro Engineers Ltd., Nimbua Village, Derabassi, Punjab)

Thanking you,

scft

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