

తెలంగాణ తెలంగాణ TELANGANA

14738 Date 23/09/2017 80-

Sold to MARRI LAXMAN REDDY.

For Whom BAL REDDY.

For whom SELF

AGREEMENT FOR PURCHASE OF E-WASTE

D 036996

CH. SWAPNA
LICENCED STAMP VENDOR
LIC. No.: 15-21-004/2014
Ren. No.: 15-21-089/2017
H.No. 201, Sri Krishna Nagar Colony,
Gajularamaram, Quthbullapur Mandal,
Medchal-Malkajgiri Dt. Ph:9440766593

This Agreement for Purchase of E-Waste (Agreement) is entered on this the 12 day of February 2018 at Hyderabad, India.

By and between

Ramky Enviro Engineers Limited, a company incorporated under the Companies Act, 1956, having its registered office at Ramky Grandiose- floor 13, Ramky Towers Complex, Gachibowli, Hyderabad – 500032 represented by its Operations Manager–E-waste, Mr. Purushotham Rao Koti,(hereinafter referred to as “Ramky” which expression shall unless contrary to the context mean and include its successors, representatives and permitted assigns)

AND

Institute of Aeronautical Engineering, a institute incorporated under the Companies Act, 1956, having its registered office at Dundigal, Hyderabad & represented by Mr. Dr. L V Narasimha Prasad, (hereinafterreferred to as IARE which expression shall unless contrary to the context, mean and include its successors, representatives and permitted assigns)

Within this Agreement, Ramky Enviro Engineers Ltd and Institute of Aeronautical Engineering shall together be referred to as Parties and individually as Party.

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WHEREAS;

- A. Ramky is an approved Electrical & Electronic Waste recycler by the Central Pollution Control Board (CPCB) and is operating a facility for the collection, transportation, treatment and disposal of e-waste at Hyderabad.
- B. IARE, in compliance of the E-Waste Management & Handling Rules, 2011, desires to avail the services of Ramky for disposal of their segregated E-Waste, more fully detailed hereinafter under this Agreement.
- C. IARE 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
- o) Tube lights and CFL

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 subdivision, ministry, department or agency thereof;
 - c. References to recitals, clauses and schedules are to recitals, clauses and schedules to this Agreement;
 - d. Any reference herein to a statutory provision shall include such provision, as is in force for the time being and as from time to time, amended or re-enacted in so far as such amendment or re-enactment is capable of applying to any transactions covered by this Agreement.
 - e. Clause headings used herein are only for ease of reference and shall not affect the interpretation of this Agreement.
3. The Schedules & Annexure shall form an integral part of this Agreement.
4. All capitalized terms used in this agreement shall have the meaning specifically defined in this Agreement shall, unless inconsistent with the context under this Agreement.

II. SCOPE OF THE AGREEMENT

1. Ramky shall collect, transport, and dispose the E-Waste collected from the premises of IARE & its subsidiaries from offices located at Hyderabad. The minimum quantity of E-waste that shall be lifted at mutually agreed intervals shall be minimum of 500 kgs.
2. The Parties shall appoint a dedicated representative respectively, who shall be responsible for operational, delivery and day to day management of the Service and act as the principal point of contact under this Agreement. Any notice seeking clarification served on such representative shall be deemed to have been served on the Party concerned. The representative of IARE shall sign Form 13 under the compliance of the E-Waste Management & Handling Rules, 2011, and such other required documents for acknowledging the E-Waste being handed over to Ramky.



giving fifteen (15) days prior written notice to the other Party.

V. COMPLIANCE WITH LAWS

1. Ramky represents and warrants to IARE 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 IARE 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 IARE harmless in this regard;

VI. ENVIRONMENTAL AND SAFETY AUDITS

1. Ramky agrees and acknowledges that IARE 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 IARE , in the event any statutory agency conducts any audit or inspection to check IARE'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.



VIII. DISPUTE RESOLUTION

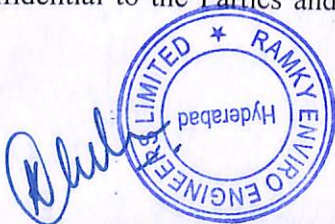
1. This Agreement shall be governed and construed in accordance with the laws of India.
2. Any dispute or breach arising out of or in relation to this Agreement shall be referred to arbitration to be conducted by a sole arbitrator mutually appointed by the parties herein, in accordance with the Arbitration 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



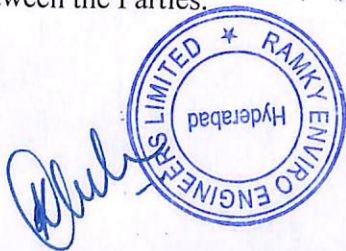
other party's prior written consent, save and except to their respective officers, employees or as required by law on a need to know basis.

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.

<u>For Ramky Enviro Engineers Ltd:-</u> Mr. Purushotham Rao Koti Operations Manager – E-waste Ramky Enviro Engineers Ltd., Ramky Grandiose, 13 th floor, Ramky Towers, Gachibowli, Hyderabad-500032 India	<u>For Institute of Aeronautical Engineering:-</u> Dr.L V Narasimha Prasad Designation: Principal M/s Institute of Aeronautical Engineering at Dundigal, Hyderabad.:500 043, Telangana, India
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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.
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.

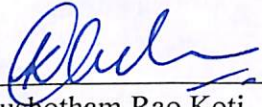


Handwritten signature in green ink.

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.

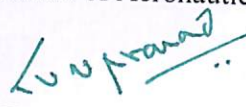
IN WITNESS WHEREOF, this Agreement has been signed by the duly authorized representatives of each Party hereto.

For Ramky Enviro Engineers Limited


Mr. Purushotham Rao Koti
Operations Manager

Date:

For Institute of Aeronautical Engineering


Dr. L V Narasimha Prasad
Principal

Date:

Annexure I

S. NO	Description of Item	UOM	Rate INR
1	CPU	Per Piece	300
2	LCD Monitor	Per Piece	150
3	Printer & Scanner	Per Piece	75
4	Server	Per Piece	800
5	Laptop	Per Piece	600
6	Batteries	Per Kg	60
7	Cables	Per Kg	20
8	Cat 5 Cables	Per Kg	75
9	Mixed e-waste	Per Kg	15
10	Iron	Per Kg	15
11	Plastic	Per Kg	12
12	Lab equipments	Per Kg	20



Annexure II

S. NO	Description of Item	UOM	Rate INR
1	CFL & Tube light, Cartridges	Per Kg	80



T. V. Prasad