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தமிழ்நாடு தமிழ்நாடு TAMIL NADU  
 TAMILNADU  
 No. : 53788  
 Date: 26.06.2018  
 Green Era Recyclers  
 Coimbatore  
 M. DORAISWAMY  
 "STAMP VENDOR"  
 16-A, STATE BANK ROAD,  
 COIMBATORE - 641 019,  
 L.No. 7333E/1/17/2018  
 51AB 866458  
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AGREEMENT FOR DISPOSAL OF E-WASTE

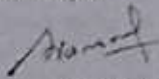
This Agreement is entered into on 27<sup>th</sup> day of June 2018 at Coimbatore. by and between:

GREEN ERA RECYCLERS, a partnership firm having its Registered office at No.37,Sivanandha industrial complex, Dr. M.S. Udhayamurthy nagar, Edayarpalayam, Thadagam road, Coimbatore-641025(herein after referred as "First Party" represented by its Managing Partner Sri. Prasanth Omanakuttan.

AND

KONGUNADU ARTS & SCIENCE COLLEGE (Autonomous) Situated at Urumandampalayam road, G.N.Mills post, Coimbatore (herein after referred as the "Second Party" represented by its Principal Dr.V.Balasubramaniam.



  
 PRINCIPAL  
 KONGUNADU ARTS & SCIENCE COLLEGE  
 COIMBATORE-641 029.

4. Upon intimation from Second party, First party shall within 15 days there from, arrange for collection of E-Waste as per the applicable provisions. Second party shall issue delivery challan before collection of the E-Waste from the designated place by First party.

5. The E-Waste collected shall be weighed by the Parties at the nearest weighment center available as identified by the Parties. The weighment of the E-Waste shall be done in the presence of the representatives of both the Parties and both the Parties shall acknowledge such weighment slip generated. In case of any discrepancy in the weighment as per delivery challan and the weighment slip, the details as per weighment slip shall be considered for payment by First party.

6. Second party liability shall cease once the E-Waste has been collected by First party from its premises except for any non-disclosure of any material information known to Second party with regard to E-Waste from First party 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 First party.

7. First party shall, issue a Recycling certificate as prescribed under applicable laws within forty five (45) days from receipt of such request.

### III. PAYMENTS

1. First party shall pay for the E-waste which will be inclusive of GST@5% which will be agreed during at the time of E-waste disposal. However for CFL, fluorescent bulbs, Capacitors, resistors, Toner cartridges, Nickel cadmium batteries, the Waste generator will be charged for the disposal.
2. The payment shall be made by First party within three (3) working days of the collection of E-Waste in the form of electronic transfer/ cheque.

### IV. TERM AND TERMINATION

1. This Agreement shall be in force for a period of 1 year 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. First party represents and warrants to Second party 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. First party 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 Second party 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. First party shall comply with all applicable laws, rules and regulations and shall indemnify and hold Second party harmless in this regard.



*Pranav*  
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**WHEREAS;**

1. Green Era Recyclers is an E-waste dismantling facility authorized by Tamil Nadu Pollution Control Board. Green Era recyclers has been identified by O1/EWM as its authorization number for safe handling of electrical and electronic waste as per E-waste management rules 2016.
2. The First party is operating a facility for the collection, transportation, dismantling and disposal of e-waste at Village S.F. No.344/2, Kavundampalayam Village, Coimbatore North Taluk, Coimbatore authorised by Tamil Nadu Pollution Control Board.
3. Second party in compliance of the E-Waste Management & Handling Rules, 2016, desires to avail the services of First party for disposal of their segregated E-Waste, morefully detailed hereinafter under this Agreement.
4. Second party has approached First party and desires to appoint First party for the purpose of collection and disposal of its segregated E-Waste and the same has been accepted by First party in accordance with the terms of this Agreement.

**NOW THIS AGREEMENT** witnesses as follows;

**I. DEFINITIONS AND INTERPRETATION**

Electronic Waste (E-Waste) - The term E-Waste will refer to the below mentioned electrical and electronic waste along with all E-waste mentioned under **Schedule I of E-waste management rules 2016**, for the purpose of this Agreement.

- 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) cables & wires
- m) Batteries
- n) CD/DVD

**II. SCOPE OF THE AGREEMENT**

1. First party shall collect, transport, and dispose the E-Waste collected from the premises of Second party. It shall be the responsibility of First party 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 First party at free of cost. However Hazardous components such as CFL, fluorescent bulbs, Toner cartridges are subjected to disposal fee, the Second party chooses to dispose off at the rate of Rs.40 per Kg which will have to paid by Second party.
2. Second party shall appoint a dedicated representative 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 Second party shall sign Form 6 under the compliance of the E-Waste Management & Handling Rules, 2016, and such other required documents for acknowledging the E-Waste being handed over to First party.
3. Second party shall segregate the E-Waste at one designated place within the premises from where the representatives of Green shall collect the E-Waste.



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**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 Coimbatore 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 Coimbatore 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.

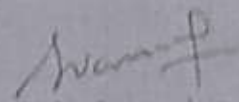
IN WITNESS WHEREOF, this Agreement has been signed and executed by the duly authorized representatives of each Party hereto on above mentioned date.

For Green Era Recyclers



Mr. Prasanth  
Managing Partner

For Kongunadu Arts & Science college



Dr. V. Balasubramaniam  
Principal

PRINCIPAL  
KONGUNADU ARTS & SCIENCE COLLEGE  
COIMBATORE-641 029,

Witnesses:

- 1.
- 2.