

കേരളം കേരल KERALA


BR 387441

AGREEMENT is entered at Kochi on this 8th day of the month of October 2018 between M/s **KERALA ENVIRO INFRASTRUCTURE LIMITED** having its registered office at FACT-CD Campus, Ambalamedu - 682 303, Kochi, Kerala, India, a company registered under the Companies Act, 1956 and currently represented by its CEO, Shri N K Pillai hereinafter referred to as "KEIL", which expression shall where context so requires or admits of, be deemed to include its successors or assignees) of on one part

and
M/S. Nirmala College, Muvattupuzha ~~Public Limited/Proprietor firm/Partnership firm/Private Limited company~~ registered under the _____ having its registered office / factory at Muvattupuzha and currently represented by its Principal Shri T.M. Joseph Age about 54 years. Residing at (hereinafter referred to as MEMBER which expression shall where the context so requires or admits of, be deemed to include its successors or assignee) of the other part.

AND, WHEREAS, the foremost and the sole objective of KEIL is to prevent Environmental Pollution Hazards and to observe the existing laws on Environmental and Pollution Control.

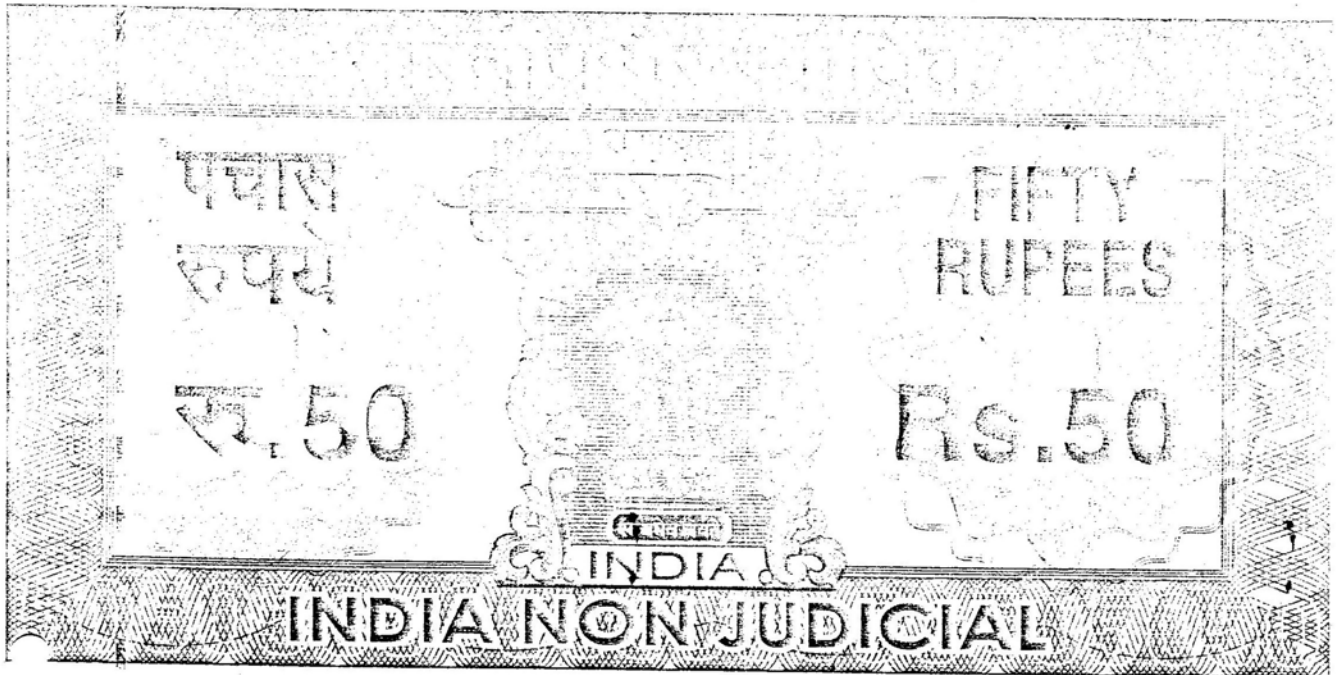
For and on behalf of the
KERALA ENVIRO INFRASTRUCTURE LIMITED


Dr. N.K. PILLAI
Chief Executive Officer
Kerala Enviro Infrastructure Ltd.
Ambalamedu - 682 303


For & on behalf
OF THE MEMBER

Dr. T.M. JOSEPH
PRINCIPAL
NIRMALA COLLEGE
MUVATTUPUZHA

No. 22/64 Ms. 50 Date 28/9/18



കേരളം കേരള KERALA

BR 387443

1.5 'YEAR' means a period of three hundred and sixty five (365) consecutive days or three hundred and sixty six (366) consecutive days when such period includes a twenty ninth (29th) day of February, beginning at 0800 hours from a day.

1.6 'FINANCIAL YEAR' means a period of three hundred and sixty five (365) consecutive days or three hundred and sixty six (366) consecutive days when such period includes a twenty ninth (29th) day of February, beginning at 0800 hours from first April.

1.7 The headings of or titles to the clauses in this AGREEMENT shall not be deemed to be part hereof or be taken into consideration in the interpretation or construction thereof or of the AGREEMENT.

1.8 Words imparting the singular only also include the plural and vice versa, where the context so requires.

1.9 The present agreement is entered in to by KEIL for collection, storage, treatment and disposal of Hazardous waste of its members.

2. **PERIOD OF AGREEMENT :**

2.1 The present Agreement shall come into force from the date it is signed or the date when KEIL is able and prepared to send Transportation Vehicles / Transportation Vehicles to the Member, whichever is later and that the present Agreement shall remain in force for a period of 5 (five) years, effective from any of the above named dates, whichever is applicable.

No. For and on behalf of the

KERALA ENVIRO INFRASTRUCTURE LIMITED

Sold to

Nirmala College
Ambalamedu - 682 303

DR. N.K. PILLAI

Chief Executive Officer

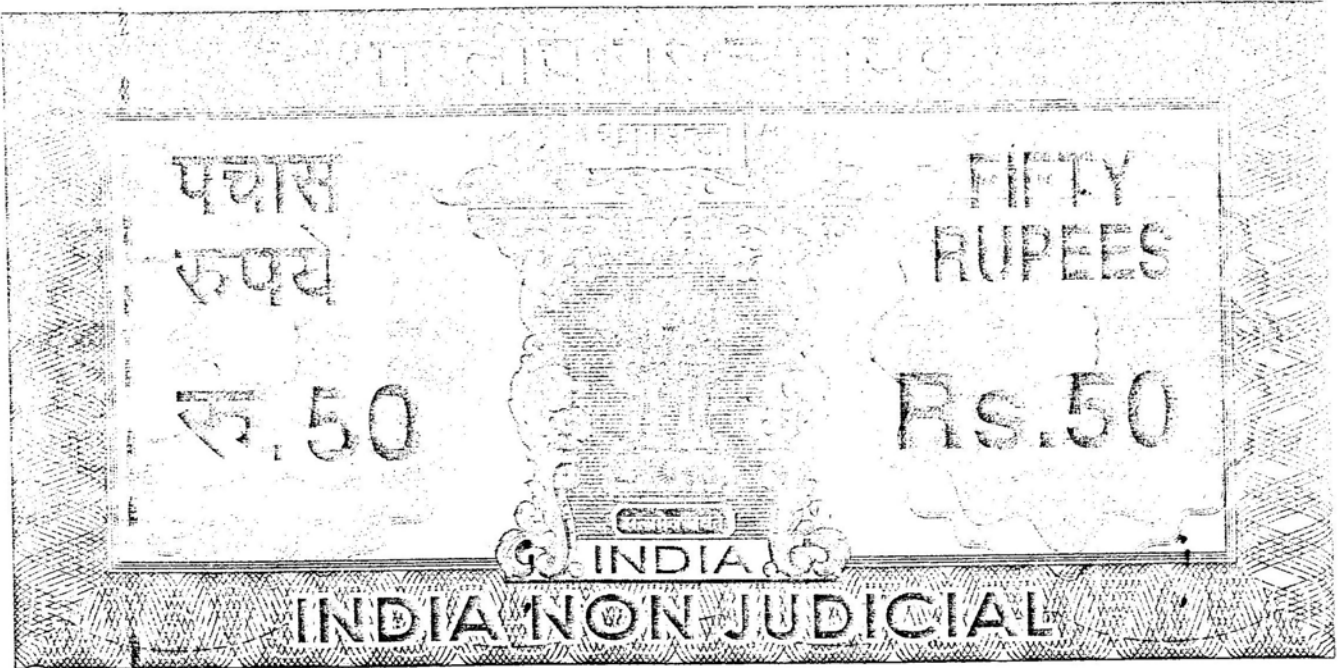
Kerala Enviro Infrastructure Ltd.

Ambalamedu - 682 303

For & on behalf
OF THE MEMBER

Dr. T.M. JOSEPH
PRINCIPAL

NIRMALA COLLEGE
NUVATTUPUZHA



കേരളം കേരल KERALA

BR 387440

3. EXTENSION PERIOD OF AGREEMENT

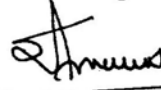
3.1 If the Member wishes to send its Hazardous Waste after the expiry of the present Agreement, it shall give four (4) months advance notice to KEIL of its desire of extended period of facility and KEIL shall consider the request and may, in its absolute discretion, offer terms for the fresh agreement.

Both the parties hereto, after reaching an agreement on the offered terms, shall execute a fresh agreement at least three (3) months before the date of expiry of this agreement.


3.2 Both the parties hereto agree that the present Agreement shall automatically come to an end in any of the following eventualities:

- I) On expiry of Authorization granted to the Member and the same having not been renewed or the same having been not granted by KS-PCB.
- II) On expiry of the present Agreement, where no fresh agreement is signed and executed between parties hereto as mentioned above.
- III) On Authorization to KEIL being cancelled, refused or not granted by KS-PCB.

For and on behalf of the
KERALA ENVIRO INFRASTRUCTURE LIMITED


Dr. N.K. PILLAI
Chief Executive Officer
Kerala Enviro Infrastructure Ltd.
Ambalamedu - 682 303

For & on behalf
OF THE MEMBER


Dr. T.M. JOSEPH
PRINCIPAL
NIRMALA COLLEGE
MUVATTUPUZHA

No. 28/18 Rs. 50 Date 28/9/18

3.3. Both the parties hereto further agree that in case of the present Agreement coming to an end owing to any of the aforesaid eventuality, it will be the sole responsibility of the Member to handle and treat its Hazardous Waste in accordance with the relevant provisions of law and that KEIL will not be responsible in any manner whatsoever in respect of the Hazardous Waste of the Members.

4. OBLIGATION OF THE MEMBERS:

4.1. While entering into the present Agreement with KEIL, MEMBER shall submit the categories of Hazardous Waste and its desire to dispose off the same and that the said categories of Hazardous Waste shall be as per those specified in the Schedule to Hazardous Waste (Management, Handling & Transboundary movement) Rules 2008 as amended from time to time. The Member shall also give true and correct information related to the description, amount, nature and toxicity of the said Hazardous Waste as and when called upon by KEIL or KS-PCB.

4.2. The MEMBER shall get the Authorization from KS-PCB permitting the Member to send its Hazardous Waste to KEIL for disposal and that it shall be the responsibility of the Member to get the same renewed from time to time, failing which KEIL reserves its right to repudiate the present Agreement.

4.3. For direct disposal of the toxic / hazardous wastes in the landfill, the Member shall ensure that the waste is free of toxic materials / heavy metals or Phenols, Cyanides and the waste should meet the accepted criteria for the land filling.

4.4. The waste which cannot be accepted for direct land filling will be subject to required treatment like neutralization, solidification, Stabilization or any other chemical treatment. Based on the requirement and depending on the waste characteristic, KEIL will decide the treatment. Member has to bear the treatment cost. The treated waste in such case can be disposed off in the landfill.

4.5. The waste should be kept in the containers specially designed for the transportation of hazardous waste.

4.6. The MEMBER shall make all the proper and adequate arrangements for keeping accurate records of production and shall keep accurate records of production of each of its products and Hazardous Waste generated thereof and send the compiled records to KEIL on the fifth (5) day of the succeeding MONTH, whereupon the KEIL shall send the same to KS-PCB.

4.7. MEMBER shall be required to maintain the record of Hazardous waste to be disposed off in KEIL site. The said records so maintained shall be open for inspection by KEIL or any officer of KS-PCB or any authority of State (Ministry of Environment and Forests) or any officer appointed by them.

4.8. The MEMBER shall make adequate and necessary arrangements as approved by and to the satisfaction of the KEIL, KS-PCB or other prescribed Authority under Law for collection and storage of its Hazardous Waste in its premises and shall give access to the Transportation Vehicles / Transportation Vehicles of KEIL to its storage facility during day time.

4.9. Before the Hazardous Waste is delivered at KEIL site, the Member shall ensure that the said Hazardous Waste is packed and transported in a manner suitable for transportation and that the Member should see that the said waste withstands physical and climatic conditions.

4.10. If and when an accident occurs during the handling / transportation of Hazardous Waste the Member availing facility shall immediately report to KEIL and KS-PCB about the accident.

4.11. The Member shall be bound to accept the rejected Hazardous Waste, if any, and if it fails to do so, his membership will be terminated.

4.12. During wet period of monsoon season, the Hazardous Waste may not be accepted. The Member shall create proper temporary storage facility which would include leachate facility or any other facility as provided or approved under the provisions of law.

4.13. The member shall create required temporary storage facility (minimum 4 months generation) considering the heavy monsoon in Kerala.

4.14. As far as possible the containers are to be filled in full. Proper arrangements have to be made for lifting the containers. It is to be ensured that once the Hook-loader reaches the factory, after collection of the wastes, it leaves the factory within one hour.

4.15. The MEMBER is obliged to intimate KEIL to send containers / hook loader and to despatch a minimum full load of Hazardous Waste within two hours.

4.16. The MEMBER is obliged to pay in advance transportation /treatment/disposal/analysis charges in cheque (local account) or demand draft.

4.17. KEIL may by a notice served on the Member require him to provide such additional information as may be specified in the notice and the member shall send the information to KEIL within 15 days from the receipt of the said notice.

4.18. The MEMBER declares that the MEMBER alone shall be liable for any action initiated against the MEMBER under Hazardous Wastes (Management, Handling & Transboundary Movement) Rules, 2008 or any other Pollution Laws or any other relevant provisions of Law for the time being in force, by KS-PCB or any other Authority.

4.19. The MEMBER shall comply with the provisions of Environment (Protection) Act, 1986 and the Rules made thereunder as also with the conditions of present agreement and that any breach committed thereunder shall render the Member not eligible for disposing of Hazardous Waste in KEIL.

5. QUANTITY & QUALITY

5.1. The Hazardous Waste to be sent by the MEMBER to KEIL shall be as per the categories specified in the schedule to Hazardous Waste (Management, Handling & Transboundary Movement) Rules, 2008 or as per any new amendment or rules under the above Act.

5.2. The MEMBER shall not send for direct landfilling in any case any Hazardous Waste containing Hexavalent Chromium, heavy metals, phenols, cyanides or any other toxic materials in concentration as specified in the Clause 5.3 or that may be notified by KEIL from time to time. However, such wastes may be accepted for treatment and disposal with extra charges for treatment.

5.3. The following listed wastes will not be accepted by KEIL.

- i) Waste which is fluid, slurry, paste or acidic.
- ii) Waste which has an obnoxious odour.

Dr. N.K. PILLAI
Chief Executive Officer
Kerala Enviro Infrastructure Ltd.

Dr. T.M. JOSEPH
PRINCIPAL
NIRMALA COLLEGE
MUVATTUPUZHA

- iii) Waste which reacts with moisture to produce considerable amount of heat or gases.
- iv) Waste which is inflammable. (except for incineration) .
- v) Waste which contains shock sensitive substances.
- vi) Waste which contains volatile substances of significant toxicity.
- vii) Waste which contains more than 10 mg / kg chromate in the original sample.
- viii) Waste which contains more than 10 mg / Kg. of Water-soluble Arsenic in a 1/10 elute.

5.4. All toxic wastes from pesticide industries shall be incinerated before sending to KEIL site. The waste shall not contain any acidity.

5.5. KEIL may reject the Hazardous Waste in total, if the MEMBER's above mentioned Hazardous Waste is found not to be in accordance with the conditions mentioned in clause -5 of this AGREEMENT and the decision of KEIL in rejecting the Hazardous Waste of the member for non-compliance of the provisions of the present clause of this Agreement will be final and it will not be called in question and the MEMBER shall have to pay the extra amount which shall be charged by KEIL for expenditure incurred in analyzing, transporting and returning the rejected Hazardous Waste.

6. TRANSPORTATION

6.1. Transport of Hazardous Waste shall be in accordance with the provisions of Rules issued by the Central Government under Motor Vehicle Act, 1988 and other guidelines issued from time to time and/or subject to the provisions of law for the time being in force.

7. BILLING AND PAYMENT OF DISPOSAL CHARGES.

7.1. The sample of the Hazardous waste will be drawn from the supply and will be got analysed by KEIL Laboratory or Laboratory approved by KEIL. The charges for analysis will be borne by the respective member.

7.2. The MEMBER shall pay to KEIL the charges for disposing of its Hazardous Waste as may be notified by KEIL by cheque or Demand Draft in advance.

7.3. KEIL shall charge the MEMBER on the basis of weighment to be done at disposal site. If the Weigh Bridge at disposal site is not working, it will be weighed at outside weigh Bridge approved by KEIL.

7.4. The MEMBER shall be bound by the analysis results / reports of KEIL for treatment and disposal charges and shall not call the same in question for any reason whatsoever.

8. DEFAULT

8.1. If the MEMBER fails and / or defaults in the discharge of any of his obligations under the present Agreement, KEIL shall have discretion to (i) refuse to accept the Hazardous Waste of the MEMBER for disposal without assigning any reason. (ii) notify to the KS-PCB the name of the Member informing about such default and that its Hazardous Waste would not be taken for disposal by KEIL on account of such default, (iii) inform the Member that its Hazardous Waste would be deemed to cause pollution and that the Member be liable as polluter under the Pollution Laws.

8.2. KEIL reserves its right to accept or refuse membership. In event of MEMBER committing any breach / violation of the conditions of the present Agreement or any provisions of PANCAL Rules

for the time being in force. KEIL reserves its right to suspend / cancel the membership for such period as it deems fit without giving any reasons or prior notice.

8.3. Where an offense under the Environment Protection Act has been committed by the Member or is attributable to any neglect on the part of the Member which shall include its Director, Manager, Secretary, Officer, Partner, etc. and if such Member is guilty of the offense or is liable to be prosecuted against and punished and no suit, prosecution or legal proceeding(s) shall lie against KEIL for the offense committed by its Member.

8.4. KEIL reserves its right to issue a show cause notice to the Member if it is of the opinion that the Member has contravened the provisions of law / conditions of the present Agreement, requiring the Member to remedy the contravention or as the cause may be, within a specific period of time. The said notice served shall specify the measures to be taken by the Member in remedying the said contravention.

8.5. KEIL shall inform the Kerala State Pollution Control Board / KSIDC of the suspension of any MEMBER.

8.6. The suspension / termination shall be revoked only at sole discretion of KEIL after it is satisfied that its conditions have been met.

9. TRANSFER OF RIGHTS


9.1. KEIL may at any time transfer or assign its rights and obligations under the AGREEMENT to any other company or business concern by giving notice in writing to the MEMBER. Upon such transfer or assignment, only the transferee or assignee shall be liable for the obligations herein contained.

10. INDEMNITIES :

10.1. The MEMBER shall be deemed to be in exclusive possession and control of the said Hazardous Waste and shall be fully liable and responsible for its arrangements, appurtenances and properties before the Transportation Vehicles / Transportation Vehicles of KEIL leave the premises of the MEMBER. Accordingly the MEMBER hereby covenants and agrees to fully protect, indemnify and hold KEIL, its employees, agents & successors and assignees harmless against any and all claims, demands, actions, suits, proceedings and judgments and any and all liabilities, costs, expenses, damages or losses arising out of or resulting from or incidental to or in connection therewith, which may be made out against KEIL, whether by the MEMBER its employees, agents or successors and assignees or by third parties on account of damages or injury to property or loss of life resulting from or arising out of the installation, presence, maintenance or operation or the intake arrangements, appurtenances and properties of the MEMBER.

10.2. It is also agreed by and between KEIL and the MEMBER that KEIL is not and shall not be liable in any manner whatsoever due to any negligence and for any reason or otherwise of the MEMBER, in disposing its Hazardous Waste at the factory site of the MEMBER or at any other place.

10.3. KEIL and Members will share any liability arising out of the existence and operation of the facility in proportion to the quantity of waste supplied by each member. Provisions for the facility will be taken for the facility.


PILLAI
Chief Executive Officer
Kerala Enviro Infrastructure Ltd.
Ambalamedu - 652 303

Dr. T.M. JOSEPH
NIRMAHA CHIEF
MUVATTURUZHA

11. FORCE MAJEURE

11.1. In case of any force majeure, KEIL shall not be saddled with any liability - contingent or otherwise but in that case, it shall be the sole liability of the MEMBER.

11.2. Both the parties hereto agree that due to change in any laws related to pollution or due to any directive of any Court or Authority, if KEIL is to incur any additional financial burden consequent upon any alteration and / or modification in the site or because of any other reason, then, in that case the MEMBER shall be liable to contribute for the same proportionate to its disposal of Hazardous Waste quantity in KEIL site.

11.3. Both the parties hereto agree that in any event of there being order in form of any injunction, stay or otherwise from any Court, KS-PCB or any other Authority stopping the functioning of the Site or otherwise whereby KEIL becomes unable to accept the Hazardous Waste of the MEMBER, KEIL shall not be responsible or made responsible and / or be liable in any manner in that regard and that in such an eventuality, it shall be the responsibility of the MEMBER to get the needful done in respect of disposal of its Hazardous Waste.

12. PREVIOUS CORRESPONDENCE :

12.1. All discussions and meetings held and correspondence exchanged between KEIL and the MEMBER in respect of the AGREEMENT and any decisions arrived at therein in the past and before the coming into force of the present AGREEMENT are herein superseded by the present AGREEMENT and no reference of such discussions or meetings or past correspondence shall be entertained by either KEIL or the MEMBER for interpreting the present AGREEMENT or otherwise.

13. LAWS GOVERNING THE AGREEMENT

13.1. The present Agreement shall be subject to Indian Laws, rules and regulations and notifications etc. issued under such laws.

14. AMENDMENTS :

14.1. KEIL may at any point of time make suitable changes in the present Agreement after serving a notice to the MEMBER.

15. TERMINATION OF AGREEMENT

15.1. M/s. KEIL has the unrestricted right to terminate this AGREEMENT and deduct its all pending claims from the deposit paid by the MEMBER.

15.2. This AGREEMENT can be terminated by either party after giving a written notice of at least 90 days to the other party. If the cancellation is requested by the MEMBER, the provision relating to minimum charges shall be applicable, also during the notice period.

16. JURISDICTION

16.1. The present Agreement, M/s. KEIL and the MEMBER mutually agree that the Principal Court at Kochi only shall have jurisdiction for all the disputes / differences arising out of this agreement.

Dr. T.M. JOSEPH
Principal Court at
Kerala College
Vattupuzha
Dr. N.K. PILLAI
Chief Executive Officer
Kerala Enviro Infrastructure Ltd.
Ambalamedu - 682 303

17. The address of the parties hereto unless changed by written notification to be given at least 15 days in advance by registered letter prior to proposed date of change. shall be as follows :

ADDRESSES OF PARTIES :


M/S.KERALA ENVIRO INFRASTRUCTURE LTD.,
(Inside FACT CD Campus)
Ambalamedu – 682 303,
Kochi, Kerala, India.

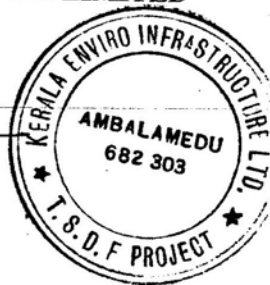
THE MEMBER:

(Name and address of the Member)


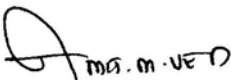

IN WITNESS WHEREOF the parties hereto acting through their properly constituted representatives have set their hands to cause this AGREEMENT signed and executed in their respective names and on their behalf.

For and on behalf of the
KERALA ENVIRO INFRASTRUCTURE LIMITED


Dr. N.K. PILLAI
Chief Executive Officer
Kerala Enviro Infrastructure Ltd.
Ambalamedu - 682 303



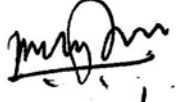
Witness:

1. Herin Philip 
2.  Mrs. M. VED 

For & on behalf
OF THE MEMBER



Witness:

1. Philip Augustine 
2. Anns Maria Thomas 