

தமிழ்நாடு தமில்நாடு TAMIL NADU

58AB 687329

13.11.18

Green Era Recyclers

Cbe

S. MURUGANANTHAM  
STAMP VENDOR,  
R.O. PARTY SHED,  
CBE-18. TAMIL NADU  
REF. NO: 4914/B1/84



#### AGREEMENT FOR DISPOSAL OF E-WASTE

This Agreement is entered into on this 27<sup>th</sup> day of May 2019 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, Thadagam Road, Edayarpalayam, Coimbatore-641025.(herein after referred as "Green Era")vrepresented by its Managing Partner Sri. Prasanth Omanakuttan

AND

**KARPAGAM ACADEMY OF HIGHER EDUCATION**, An educational institution having its registered facility at S.F No 559, Pollachi Main road, Eachanari post, Coimbatore-641021.(Herein after referred as "Karpagam Academy of Higher Education") represented by its Registrar Dr. R. Sundararajan.



  
REGISTRAR  
Karpagam Academy of Higher Education  
(Deemed to be University Under Section 3 of UGC Act 1956)  
Pollachi Main Road, Eachanari Post,  
Coimbatore - 641 021.





## WHEREAS;

1. Green Era Recyclers is an E-waste dismantling facility authorized by Tamil Nadu Pollution Control Board. Green era recycler has been identified by 01/EWM as its authorization number for safe handling of electrical and electronic waste as per E-waste management rules 2016.
2. Green Era 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 authorized by Tamil Nadu Pollution Control Board.
3. Karpagam Academy of Higher Education in compliance of the E-Waste Management & Handling Rules, 2016, desires to avail the services of Green Era for disposal of their segregated E-Waste, more fully detailed hereinafter under this Agreement.
4. Karpagam Academy of Higher Education has approached Green Era and desires to appoint Green Era for the purpose of collection and disposal of its segregated E-Waste and the same has been accepted by Green Era in accordance with the terms of this Agreement.

**NOW THIS AGREEMENT** witnesses as follows;

### I. DEFINITIONS AND INTERPRETATION

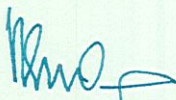
Electronic Waste (E-Waste) - The term E-Waste will refer to the below mentioned electrical and electronic waste along with all E-waste mentioned under Schedule I of E-waste management rules 2016, for the purpose of this Agreement.

- 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) Data cables & Wires
- m) Batteries
- n) CD/DVD

### II. SCOPE OF THE AGREEMENT

1. Green Era shall collect, transport, and dispose the E-Waste collected from the premises of Karpagam Academy of Higher Education. It shall be the responsibility of Green Era 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 Green Era at free of cost. However Hazardous components such as CFL, fluorescent bulbs, Toner cartridges are subjected to disposal fee which has to be paid by Karpagam Academy of Higher Education



  
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2. Karpagam Academy of Higher Education 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 Karpagam Academy of Higher Education shall sign Form 6 under the compliance of the E-Waste Management & Handling Rules, 2016, and such the required documents for acknowledging the E-Waste being handed over to Green Era.
3. Karpagam Academy of Higher Education shall segregate the E-Waste at one designated place within the premises from where the representatives of Green shall collect the E-Waste.
4. Karpagam Academy of Higher Education is required to have at least 400 Kgs of E-waste in possession to be considered eligible for disposal at a time.
5. Karpagam Academy of Higher Education should have disposed a minimal of 1000 Kgs of E-waste at the end of the year for the renewal of agreement at free of cost.
6. Upon intimation from Karpagam Academy of Higher Education, Green Era shall within 15 days there from, arrange for collection of E-Waste as per the applicable provisions. Karpagam Academy of Higher Education shall issue delivery challan before collection of the E-Waste from the designated place by Green Era.
7. 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 Green Era.
8. Karpagam Academy of Higher Education liability shall cease once the E-Waste has been collected by Green Era from its premises except for any non-disclosure of any material information known to Karpagam Academy of Higher Education with regard to E-Waste from Green Era 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 Green Era.
9. Green Era shall, issue a safe destruction/Recycling certificate as prescribed under applicable laws within fifty (50) days from receipt of such request.

### III. PAYMENTS

1. Karpagam Academy of Higher Education has to pay a onetime fee of Rs.3000 to avail E-waste disposal services of Green Era Recyclers.
2. Green Era shall pay for the E-waste which will be inclusive of GST which will be as agreed during at the time of E-waste disposal.  
However for CFL, fluorescent tubes, capacitors resistors, toner and ink cartridges, Nickel cadmium batteries, Lithium ion, the Karpagam Academy of Higher Education will be charged for the disposal.
3. The payment shall be made by Green Era within three (3) working days of the collection of E-Waste in the form of electronic transfer/cheque.



  
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#### 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. Green Era represents and warrants to Karpagam Academy of Higher Education 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. Green Era 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 Karpagam Academy of Higher Education 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. Green Era shall comply with all applicable laws, rules and regulations and shall indemnify and hold Karpagam Academy of Higher Education harmless in this regard.

#### 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




Prasanth Omanakuttan  
Managing Partner

Witnesses:

1.  S.R. KARTHICK, A.S.O.
2.  T. Dinesh,

For Karpagam Academy of Higher Education



Dr. R. Sundararajan  
Registrar

**REGISTRAR**  
Karpagam Academy of Higher Education  
(Deemed to be University Under Section 3 of UGC Act 1956)  
Pollachi Main Road, Pachaneri Post,  
Coimbatore - 641 021.





# GREEN ERA RECYCLERS

• ELATE | RECYCLE | ASPIRE •

E-waste Recycling facility Authorized By TNPCB

**Authorization No : 01/ EWM**

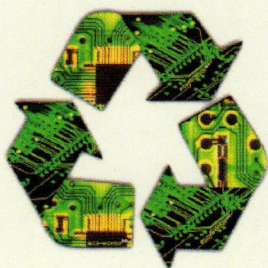
**Certificate No:** GER20016

**Issue Date:** 27/02/2020

## CERTIFICATE OF E-WASTE RECYCLING

This is to certify that 1585 kg of E-waste collected from  
Karpagam Academy of Higher Education dated  
on 25/02/2020 against manifest number G.P.No-502 which shall be  
recycled and disposed of in a scientific and environmental friendly manner.

We thank you for your efforts in contributing towards clean and green  
environment



Authorized signatory

Name

Prasanth Omanakuttan

Designation

Managing Partner

ADDRESS : SF No. 344/2, Sivanandha Industrial Complex, DR.M.S. Udhayamurthy Nagar,  
Door No.37, Thadagam Road, Edayarpalayam, Coimbatore- 641 025

CONTACT : +91 83002 23526  
+91 93613 28436

prasanth@thegreenera.in  
info@thegreenera.in

www.thegreenera.in



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தமிழ்நாடு தமி்லநாடு TAMIL NADU

76AB 518102

08.5.2020

Karpagam Academy  
of Higher Education  
Coimbatore-2

K. பிரபாகரன்  
முத்திரைத்தாள் விற்பனையாளர்  
L.No. 7323 / B1 / 2008 / 37  
16 / 147, அய்யப்பன் கோவில் வீதி,  
காந்தி நகர், மதுக்கரை,  
கோயமுத்தூர் - 641 105.

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26/5/2020

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*Handwritten signature and date 28/05/2022*

**REGISTRAR**

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Coimbatore - 641 021.

*M. Manjunath*  
28/05/2020



- ii. It shall notify Karpagam Academy of Higher Education 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;
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For Green Era Recyclers



Prasanth Omanakuttan  
Managing Partner

Witnesses:

1. (T. KUPPURAJ)

2.

For Karpagam Academy of Higher Education

07. mmmmm  
28/05/2020  
REGISTRAR  
Karpagam Academy of Higher Education  
(Deemed to be University Under Section 3 of UGC Act 1956)  
Pollachi Main Road, Eachanari Post,  
Coimbatore - 641 021.



Witnesses:

02/05/2020

(S.R. KARTHIK)