

MEMBERSHIP AND WASTE OFFTAKE AGREEMENT
(MEMBERSHIP NUMBER _____)

This MEMBERSHIP AND WASTE OFFTAKE AGREEMENT (hereinafter referred to as “the Agreement”) made on this _____ day of _____ of the year Two thousand and _____ by and amongst-

M/S. NIMBUA GREENFIELD (PUNJAB) LIMITED, a Public Limited Company, incorporated under Section 25 of the Companies Act, 1956 and having its Registered Office at Village Nimbua, Tehsil Derabassi, Distt. Mohali– 140507 (hereinafter referred to as the ‘**Developer**’ which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns) represented by **Brig S S Bhatia, VSM (Retd), Managing Director** duly authorized vide Board of Directors Resolution dated **03 May 2014**.

AND

M/S. RAMKY ENVIRO ENGINEERS LIMITED having its Registered office at 6-3-1089/G/10 & 11, Gulmohar Avenue, Rajbhavan Road, Somajiguda, Hyderabad – 500082 (Andhra Pradesh) and Project Office at Village Nimbua, Teh- Derabassi, Distt. Mohali, Punjab, (herein after called the “**Operator**” which expression shall unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) represented by **Shri Sandeep Himalayan** duly authorized vide Board of Directors Resolution dated **17th October, 2012**.

AND

M/s _____ having its
Registered _____ Office/Principal _____ Office at

(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 Shri _____, duly authorized vide Board of Directors Resolution dated _____ or proprietor of the firm.

WHEREAS

1. The Developer is a Special Purpose Vehicle Company incorporated collectively by the large Industrial Groups in the State of Punjab in view of the Supreme Court Directives and following initiatives of the Punjab Pollution Control Board (PPCB). The Developer has been mandated by the State Government of Punjab (GoP) acting through the PPCB to develop the infrastructure facilities for hazardous waste disposal by implementing the project of Hazardous Waste Management Facility (HWMF). The above mandate involves the development, financing, design, engineering, construction, management and operation and maintenance of the HWMF at the Site, including handling, treatment and disposal of hazardous wastes, closure and post closure maintenance on a commercial format.
2. Accordingly the Developer has entered into an Agreement with the GoP through PPCB for development, operation and maintenance of the HWMF. As per the terms of the above Agreement, financing and development of the HWMF is the principle responsibility of the Developer. The actual construction work as well as the operation

and maintenance of the HWMF can be undertaken by an Operator selected by the Developer through a transparent competitive bidding process.

3. The Site earmarked for locating the HWMF, measuring 20 Acres, 6 Kanals, 11 Marlas and 6 Sarsahi, located at village Nimbua in District Mohali has been (i) identified and approved by the PPCB after undertaking the necessary Environment Impact Assessment (EIA), and (ii) notified in this behalf by GoP for Hazardous Waste management and disposal through its notification dated 22nd August 2005. Pursuant to the above, the PPCB has executed the Site Lease Deed with the Developer in this behalf. Pursuant to the aforesaid and following the above mentioned procedures the Developer accepted the Proposal submitted by the consortium of M/s Ramky Enviro Engineers Limited, (the “**Lead Member**”), M/s Mumbai Waste Management Limited and M/s Ramky Infrastructure Limited, to act as the operator of the HWMF and communicated its acceptance vide Notice of Award dated March 18, 2006. The Developer has also entered into a Design, Build and Operate (DBO) Agreement with the Operator.
4. The Developer is the Owner of HWMF. The Operator has constructed the HWMF as per the designs and specifications approved by the Technical Committee formed by the GoP and accepted by the Developer at the site specified above at village Nimbua, near Derabassi, District Mohali, in the State of Punjab and is now operating and maintaining the same for and on behalf of the Developer in terms of the Agreement of the Developer with the GoP through the PPCB as well as the DBO Agreement.
5. M/s Mumbai Waste Management Limited, and M/s Ramky Infrastructure Limited, the other members of the consortium, vide their Board Resolutions dated **16th April 2007** and **26th March 2007**, respectively, have duly authorized the Lead Member of the consortium, namely, M/s Ramky Enviro Engineers Limited, to execute this Membership and Waste Offtake Agreement and to act for and on behalf of the Consortium, in performing and discharging the duties and obligations of Operator under this Agreement.
6. The Generator desires to get its hazardous waste, being generated at their production unit(s) mentioned above as per their valid authorisation from Punjab Pollution Control Board (“**PPCB**”) to be collected, transported, treated, stored and disposed off by utilising the services of the Operator, to which the Operator has agreed, on the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the premises and of mutual covenants and obligations hereinafter set forth, the Parties hereto agree as follows:

1. DEFINITIONS:

In this Agreement, including the recitals hereof, unless the context otherwise requires, the following words and abbreviations shall have the meaning as under:

“**Agreement**” means this Membership and Waste Offtake Agreement, including the schedules hereto, as of the date hereof as may be amended or supplemented in accordance with the provisions hereof;

“**Production unit(s)**” means the units of the Generator in the State of Punjab more particularly described in Schedule I, where the Hazardous Waste is being generated.

“Active Term” means the term during which the HWMF shall receive, transport, store and dispose of the Hazardous Waste.

“HWMF” or “Facility” means Hazardous Waste Management Facility developed by the Developer and operated by the Operator located at village Nimbua in District Mohali in Punjab.

“Rules” means the Hazardous Waste (Management and Handling) Rules, 1989 as amended from time to time.

“Manifest” means the Manifest prepared in Form 9 to the Rules pursuant to the provisions of Rule 7 of the Rules.

“Member” means a Generator who has become member of HWMF by paying the Membership Fee in terms of Clause 5.1 of the Agreement.

“Cluster of Tiny Industry” means a group of tiny industries operating in a specific area, who, on their own bring their wastes collectively to the Transfer Stations set up by the Operator, or arrange for collection from a common point for the group.

“Detention Charges” means the charges to be paid by the Generator for detaining the vehicle of the Operator at his premises at the rate given in Clause 5.10 of the Agreement.

“Membership Fee” shall mean the specified amount payable as fixed contribution towards Development charges for the development of HWMF by the Generator to the Developer for registering as a member of the Facility. It is payable as per Clause 5.1 read with Schedule IV of the Agreement.

“Security Deposit” is the deposit payable by the Generator to the Operator as per Clause 5.2 of the Agreement.

“Tariff” shall mean the amount payable by the Generator as per Clause 6 of the Agreement in consideration of the Operator rendering the services under the Agreement.

2. SCOPE OF SERVICES:

- 2.1 The Developer, having developed the HWMF, has engaged an Operator for collection, treatment and disposal of the hazardous wastes.
- 2.2 The scope of services to be provided by the Operator, inter-alia, consists of Transportation, Treatment, Storage and Disposal of the Hazardous Waste generated at the Production units of the Generator, in terms of the Agreement.
- 2.3 The main modes of disposal shall be direct landfill, stabilization followed by landfill, etc. The modes of disposal are dependent on the characteristics of waste.
- 2.4 This Agreement shall remain in force only for the Active Term.

3. OBLIGATIONS OF THE GENERATOR:

3.1 Process Details:

The Generator, in accordance with the Rules, shall provide the entire process details, which lead to generation of Hazardous Waste, to the Operator for the purpose of determining the Waste Characteristics and to decide parameters for Comprehensive Analysis, as well as its final pathway of treatment, storage and disposal within 15 days from the date of signing of this Agreement. In case of any change in the process, the Generator shall intimate the changes to the Operator before sending the waste from the changed process to the Facility.

3.2 Waste Quantities:

The Generator shall declare Hazardous Waste Quantities on annual basis as per the Rules and confirm to a set schedule of waste disposal to the Operator. Such declaration of waste quantities and mandate of disposal shall be given within a period of 30 days from date of signing of this Agreement in the format enclosed at Schedule-II. For subsequent years, the changes in waste quantities and Mandate for Disposal shall be given within 30 days of the beginning of the relevant financial year.

In case of change in waste quantities during the year, the Generator shall intimate the changes in waste quantities and Mandate for Disposal to the Operator before the increased quantities of waste are sent to the Facility.

3.3 Categorisation of Waste:

The responsibility for categorization of waste shall be with the Generators. However, the Operator shall extend all possible help and guidance to the Generator for categorization of Waste and its detailed characterisation.

In the event of any dispute between the Operator and Generators on characterisation of Waste, process of generation, stabilisation etc., the same will be referred to the Developer who may appoint an Independent Expert to carry out the necessary tests and provide the necessary certification. The fees and cost of the Independent Expert shall be borne by the Generator. The result of such tests and certification by the Independent Expert shall be final and binding on the Operator and the Generators.

3.4 Safety Information:

The safety of community (human, flora and fauna) during transportation is of prime importance and thus, safety information will be provided by the Generator in Form 8 as amended from time to time, as attached to the Rules.

Further, the Generator shall give to the Operator such information as may be specified by PPCB or as may be required by any statutory body.

3.5 Packaging and Labeling:

The Generator shall ensure that the hazardous waste is packaged in a manner suitable for storage and transport and the labeling and packaging shall be easily visible and be

able to withstand physical conditions and climate factors. Such packaging and labeling should be in full compliance of the Rules.

3.6 Manifest:

The Generator shall provide Manifest to the transporter as per the Rules. Upon receipt of a manifested waste, the Operator shall determine if the Manifest accurately describes the waste it accompanies. Any discrepancy in weight (for bulk shipments, over 3%), piece count (for batch or containerised waste shipments, one container per truck load), or waste type are considered significant and should be noted on all copies of the manifest at the time of signatures. The Operator shall try to reconcile the discrepancy with the transporter or the Generator promptly. Any discrepancy not resolved within 15 days of waste receipt shall be reported by the Operator to PPCB with an explanatory letter and a copy of the Manifest.

3.7 Transport Emergency (TREM) Card :

The Generator shall provide the TREM card, separately for every waste type, to the transporter of the Waste in Form 10, as amended from time to time, attached to the Rules.

3.8 Comprehensive Waste Analysis:

The Generator shall provide Comprehensive Waste Analysis within 15 days of the signing of this Agreement on parameters identified in Schedule-III and also other parameters as could be applicable based on the material characteristics / process. The Operator shall also analyze the Waste for finger print analysis. The Generator shall, if so requested by the Operator, provide a representative sample of the waste for the purpose of its detailed chemical and physical analysis.

The Comprehensive Waste Analysis Report shall be used to determine the Disposal Pathway based on the waste characteristics and as per the rules and guidelines issued by the Ministry of Environment and Forests, Central Pollution Control Board, Punjab Pollution Control Board and other statutory regulations in respect thereto. Disposal Pathway shall be mutually agreed between the Generator and the Operator and shall form the basis for Tariff.

The Generator shall provide fresh Comprehensive Waste Analysis Reports in one or more of the following occasions:

- a) There is a change in waste characteristics;
- b) There is a change in manufacturing process;
- c) There is a change in product mix/ raw material mix;
- d) An otherwise known reason for change in waste quantities and characteristics; and
- e) A period of 2 years has lapsed since the submission of previous Comprehensive Waste Analysis.

3.9 Declaration:

The Generator shall give a specific declaration whether or not the Hazardous Waste contains Explosive/Ignitable/Corrosive/Toxic/Odor and other such compounds, which

could be detrimental to the environment, safety of the Facility and to the persons handling it in any manner. The Generator shall be totally responsible for any consequences of non-declaration and the Operator reserves all right to take any suitable action under the law, which shall be binding on the Generator.

Provided that the Operator reserves the right not to accept such waste which contains Explosive/Ignitable/Corrosive/Toxic/Odor and other such compounds at its discretion and also without completion of the total formalities of understanding the waste and its safe handling, transport and disposal mechanisms.

The Generator is responsible to segregate/store/accumulate/fill/load the Hazardous Waste in the container provided by the Operator in a sanitary manner as per the Rules and so also, the container area should be accessible to the Operator vehicle, to come and collect the Container. The transporter reserves the right to reject collection of Hazardous Waste spilled over the ground and Container whose exteriors are soiled by Hazardous Waste spillage.

- 3.10 The Operator shall return to the Generators all non-conforming wastes that are received by it/sent to the Facility. The cost of transportation of such non-conforming waste from the Facility to the premises of the Generator shall be borne by the Generator.
- 3.11 In case a waste is classified as explosive in nature, the fact has to be informed to the Operator. Detailed information on its characteristics and safe handling practices shall be furnished in advance to the Operator. In case no information is provided, or information is held back and in the event of any explosion or accident during transportation and/or during handling, the Generator is solely responsible for all associated direct and indirect liabilities.
- 3.12 In the event of false information to the Operator of any nature, all associated direct and indirect liabilities are the responsibility of the Generator.

4. OBLIGATIONS OF THE OPERATOR:

- 4.1 The Operator shall accept Hazardous Wastes at the Facility, only from the Generators who are the registered members and have appropriate authorizations from the Punjab Pollution Control Board and/or other statutory authorities. The Operator shall plan the schedule for collection, treatment, transportation and disposal of waste as per the Mandate given by the Generator and as per the rules and guidelines issued by the Ministry of Environment and Forests, Central Pollution Control Board, Punjab Pollution Control Board and other statutory regulations in respect thereto.
- 4.2 The Operator shall prepare a Waste Analysis Programme (“WAP”) and be in compliance therewith. The WAP shall outline the verification procedures, including specific sampling methods etc. necessary to ensure the environmentally sound management of the treatment, storage and disposal of the Hazardous Wastes received at the Facility.
- 4.3 Unless the Generator itself transports the wastes to the Facility in accordance with the Applicable Laws, the Operator shall transport the Hazardous Wastes by itself or through authorized transporters. In transporting such wastes or accepting receipt

thereof at the Facility, the Operator shall comply with the manifest system prescribed under Rules 7 read with Form 13, as amended from time to time, of the Rules.

- 4.4 The Operator shall provide to the Generators at its cost the assistance and facilitation, as may reasonably be requested by the Generators, in the classification, segregation and testing of Hazardous Wastes generated at such Generators' facilities or premises; provided that the Generators shall be responsible for informing the Operator about any change in process that results/may result in a change in the characteristics of the Hazardous Waste or any new Hazardous Wastes /products generated by them.
- 4.5 The Operator shall not accept Hazardous Waste of a type and variety for which it does not have the requisite authorisation or capacity.

5. MEMBERSHIP AND SECURITY DEPOSIT:

- 5.1 The Generator shall be registered as a Member by paying specified amount as Fixed Contribution towards Development Charges for the development of HWMF by the Developer as per the criteria mentioned in Schedule IV of this Agreement. Such membership fee shall be payable directly to the developer. Upon payment of the Membership fee, the generator shall be issued a membership card specifying his entitlement.
- 5.2 The Generator shall pay Security Deposit to the Operator of an amount equivalent to one-and-a-half-months of estimated Tariff, based on the average waste quantities declared by the Generator in Clause 3.2 of this Agreement, within 30 days of the execution of this Agreement.
- 5.3 This interest free and refundable Security Deposit shall be payable by a Generator to the Operator in the form of a demand draft or bank guarantee and the Operator shall, at the time of final settlement, adjust the Tariff payable against such Security Deposit and/or refund the amount of Security Deposit to the Generator, as the case may be.
- 5.4 In the event, the Generator has not been able to declare the realistic generation of waste quantities and the actual quantities are more than the declared quantities, then the Generator will have to pay the additional amount of Security Deposit for the non-declared quantities. In the event of any dispute between the Operator and the Generator in respect of the foregoing, the matter will be referred to the Developer and the decision of the Developer will be binding on both the parties.

6. TARIFF:

- 6.1 In consideration of the Operator rendering the services, the Generators shall pay the Tariff as per Article 6.2 hereof. The Generator shall also be responsible to pay the amount of Service Tax to the Operator / Developer in the event of levy of Service Tax on Tariff.
- 6.2 The amount of Tariff, shall comprise Transportation Cost (leviable per tonne per km of waste) and Landfill charges and/or Stabilisation charges (leviable per tonne of waste), as the case may be, calculated and arrived at as follows: -

i) **Transportation Charges:**

The Transportation charges shall comprise of Fixed Component and Variable Component with Oct 2007 being the base year. The Fixed Transportation Charges year wise are given in Schedule V. The Variable Transportation Charges will be adjusted on 1st of January every year for any increase or decrease in the prices of diesel in the State of Punjab. The current Variable Transportation Charges is as per Schedule V.

ii) **Landfill Charges:**

The Landfill charges per tonne of waste shall comprise of Component A and Component B and shall be as given in Schedule VI. It is agreed between the parties that Component A represents the Operating Charges for the Waste Management / Disposal and Component B represents the Contribution towards Development Charges for the development of HWMF by the Developer. The Operator shall collect Component B of Landfill Charges for and on behalf of and in the name of the Developer and shall deposit the same with the Developer within 7 days of the end of each quarter of an accounting year (i.e. April – June, July – September, October – December and January – March with pro-rata adjustments as necessary in the first and last quarter) .

iii) **Stabilisation (including Landfill) Charges:**

The Stabilisation charges along with Landfill charges for management of every per tonne of Waste shall be calculated on the basis of the following formula (as detailed in Schedule-VII) :-

$$\text{Stabilisation \& Landfill charges} = \text{Component A of Direct Landfill Charges (1+Bulking Factor) + Component B of Landfill charges + Cost of Reagents + Fixed Charges of Rs.270 per ton}$$

- The Direct Landfill Charges for the above shall be same as calculated under sub-clause (ii) above for various years of the Active Term.
- Bulking Factor means weight of Reagents used for Stabilisation per tonne of Waste.
- The cost of Reagents like fly ash, cement, lime etc. shall be determined by the Operator every year on 1st of January with the prior approval of the Developer.
- The amount of Component B shall be collected by the Operator for and on behalf of and in the name of the Developer and shall be deposited/paid by the Operator to the Developer within 7 days of the end of each quarter of an accounting year (i.e. April – June, July – September, October – December and January – March with pro-rata adjustments as necessary in the first and last quarter).

- 6.3 It is hereby clarified that in case of Waste not requiring Stabilisation, only the Transportation Charges and the Landfill charges will be paid by the Generators. In case of Waste requiring Stabilisation, the Transportation Charges and the Stabilisation charges (which are inclusive of Landfill charges) will be paid by the Generators.
- 6.4 In case the Generator desires to pre-treat and stabilise the waste at his premises, the Operator shall provide necessary guidance for the same.
- 6.5 In case of members whose waste limits are exhausted during the year, the Operator shall give a notice in advance to the Generator that his limits are nearing exhaustion. In case entitlement is not enhanced by payment of requisite additional Membership fee within a period of 6 weeks from the date of notice or the close of the financial year, whichever is earlier, the Generator shall pay an additional amount of Rs.225 per tonne (over and above the Tariff) on the quantity of waste over and above the entitlement. Such additional amount of Rs. 225/- per tonne of waste, to be collected by the Operator for and on behalf of and in the name of the Developer, represents additional fixed contribution towards development charges and shall be deposited by the Operator with the Developer within 7 days of its receipt.
- 6.6 Any revision in the existing Tariff, including the Annual Revision in the month of January every year, shall take place only with the prior approval of the Developer.
- 6.7 **Minimum Annual Charges:**

The Generator shall pay Minimum Annual Charges (the “Minimum Annual Charges”) at the rate set forth in Schedule VII, wherever the Operator is providing the collection services from the premises of the Generator. Minimum Annual Charges relate only to Component A of Tariff. As such Minimum Annual Charges shall be adjustable against Component A of Tariff. Where the Generator opts to send its waste to Transfer Stations at its cost and risk, no Minimum Annual Charges shall be payable.

Provided that if the Generator so desires during any time of the year to avail the hazardous waste collection services from the Unit(s), the Generator shall be liable to pay the Minimum Annual Charges for the whole of the financial year.

- 6.8 **Transfer Stations:**

The Operator shall at its cost and expense design, finance, construct and operate the collection centres/transfer stations at selected locations in the State of Punjab as may be mutually decided by the Operator and the Developer.

- 6.9 **Containers:**

The Generator based upon the requirement and suitability has the option to utilize containers provided by the Operator. The Container charges shall be mutually decided between the Generator and the Operator in consultation with the Developer. In case a Generator wants to have a container on his own, Operator shall provide the design.

6.10 **Vehicle Detention/Return Charges:**

A maximum time of two hours is allowed for the vehicle to be detained at the premises of the Generator from the time of reporting at their Security Gate. In the event this period is exceeded, then Rs.500/- per hour shall be charged as Detention Charges.

In case, for any reason, the vehicle is sent back to the Operator without giving the Waste, even after being requisitioned by the Generator, the Generator has to pay the transportation charges, as applicable, for that trip for the full capacity load of vehicle.

6.11 **Taxes/levies:**

All Government, municipal, panchayat taxes, duties, levies, octroi, tolls etc., as applicable from time to time, related to transportation, treatment, storage, disposal and other services rendered under this Agreement shall be borne by the Generator. In case the same are paid by the Operator, the Generator shall reimburse the amount thereof to the Operator.

6.12 **Invoicing:**

The Developer/Operator shall send the monthly invoice to the Generator on or before the 5th of the succeeding month and the Generator shall pay the bill amount on or before the 15th of the same month.

In case the payments are delayed beyond the period stipulated above, interest shall be levied at the rate of 30% per annum for the outstanding amount. If the outstanding amount has not been paid during the month, the Operator in consultation with the Developer reserves the right to refuse to the extension of the services of the Facility to the Generator.

The Generator shall have the option of making the payment in advance to the Developer/Operator.

7. **DISCOUNTS AND OTHER WASTE TYPES:**

7.1 In respect of the Tariff to be charged by the Operator from the Generators, the Operator reserves the right to provide separate customized service or tariff packages or special or seasonal discounts for specific, bulk or regular Generators in consultation with the Developer.

7.2 Intractable wastes shall be accepted at the Facility. However, the prices for treatment of such intractable wastes shall be determined by the Operator in consultation with the Developer on a case-to-case basis, based on the characteristics of such waste and treatment techniques.

8. **DAMAGES AND TERMINATION:**

8.1 The Developer reserves the right to terminate the membership and the Agreement in the event of the Generator failing/refusing to pay the bills/dues within three months of

raising the bill. The Operator shall be entitled to adjust the Security Deposit towards the past dues.

- 8.2 Notwithstanding anything else contained herein, neither party hereto shall be liable for damages or to have this Agreement terminated for any delay or default in the performance of such party if such delay or default in performance derives from conditions beyond the reasonable control of such party, including but not limited to, acts of God, strikes, fires, floods, extreme drought, shortage of supply, riots, work stoppages, embargoes, governmental actions or damage to the plant or facility or any cause unavoidable or beyond the control of either party including any ruling by the Government prohibiting the handling of the Waste or continuing domestic or international problems such as wars or insurrections.
- 8.3 Either party shall have the right to terminate the agreement in the event of violation of any of the terms and conditions of this Agreement by giving 30 days written notice to both the other parties.
- 8.4 The Generator shall also have the right to terminate the agreement at any time by giving 30 days written notice to the Operator as well as Developer.

9. REPRESENTATION AND WARRANTIES:

- 9.1 The Generator has/shall have obtained all the requisite approvals/authorisations, under the Air and Water Acts and/or other statutory laws and from various statutory authorities, as may be required from time to time.
- 9.2 The Generator has complied / shall comply with the Rules and provisions of the Environment (Protection) Act, 1986, Hazardous Waste (Management and Handling) Rules, 1989 and such other acts and laws, as may be applicable from time to time.

10. MISCELLANEOUS:

- 10.1 Nothing contained herein shall be deemed to constitute a partnership, joint venture or agency by and between the parties hereto.
- 10.2 The Developer is not liable or responsible to the Generator or any third party in the event of any breach of the terms of the Agreement either by the Operator or Generator. The Operator shall at all times keep the Developer indemnified against all liabilities, damages, losses, expenses, claims, suits, proceedings, judgements, settlements, actions, costs, penalties, etc. arising out of or related to this Agreement from time to time.
- 10.3 This Agreement may be modified or amended only by writing, duly executed by or on behalf of the parties hereto.
- 10.4 Any terms and conditions of this Agreement may be waived at any time by the party that is entitled to the benefit thereof. Such waiver must be in writing and must be executed by an authorized officer of such party. A waiver on one occasion will not be deemed to be a waiver of the same or any other breach or non-fulfillment on a future occasion.

- 10.5 In the event any change and/or revision is made in the operating conditions, financial implications, etc. by or on the behest of a statutory authority, the same will be binding on the parties to this Agreement.
- 10.6 If any provisions of this Agreement are declared to be invalid, unenforceable or illegal by any competent arbitral tribunal or court, such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of the Agreement, which shall continue in full force and effect.
- 10.7.1 Any dispute arising on any clause or clauses of this Agreement and the contents of the Schedules hereto between the parties to this Agreement shall be referred to Arbitration. The Arbitration shall be governed by and conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (As amended). The arbitration proceedings shall be conducted by a Sole Arbitrator to be appointed by the Developer. The arbitration proceedings shall be conducted in English language and the Arbitration shall take place at Chandigarh. The arbitral award shall be final and binding upon both parties.
- 10.7.2 The parties to this Agreement mutually agree that the Courts of Chandigarh in the state of Punjab shall have the jurisdiction over all the disputes arising out of this Agreement.
- 10.9 Except as expressly provided in this Agreement, neither the Operator nor the Generator shall assign the Agreement or any rights or obligations arising herein to any person, either in whole or in part, without the prior written consent of the Developer, which consent may be withheld or given by the Developer on such terms and conditions as the Developer may in its absolute discretion deem fit.

DEVELOPER :

For **Nimbua Greenfield (Punjab) Limited**

Witness:

Authorised Signatory

Signatures:

Name:

Address:

OPERATOR:

For **Ramky Enviro Engineers Limited**

Witness:

Authorised Signatory

Signatures:

Name:

Address:

GENERATOR:

FOR

Witness:

Authorised Signatory

Signatures:

Name:

Address:

SCHEDULE - II**FORMAT FOR DISCLOSURE OF WASTE QUANTITIES & MANDATE
FOR DISPOSAL**

We, M/s. _____ hereby declare that based on our industry production and our annual projections, we shall be disposing the following types of Hazardous Waste to the Facility.

- The approximate Annual generation of Hazardous Waste will be as follows :

S.No.	Type of Hazardous Waste	Quantity (in MT)
1.		
2.		
3.		
4.		
5.		
6.		
7.		

- The average monthly generation of Hazardous Waste is expected to be as follows :

Month	Type of Hazardous Waste	Quantity (in MT)
April		
May		
June		
July		
August		
September		
October		
November		
December		
January		
February		
March		

FOR _____
(Generator)

Signatures: _____

Name: _____

Designation: _____

SCHEDULE - III**PARAMETERS TO BE ANALYZED
FOR COMPREHENSIVE ANALYSIS OF WASTE**

1. Calorific Value
2. Flash Point
3. % Moisture content (Loss on ignition at 105oC)
4. % Organic Content (Loss on ignition at 550oC)
5. Paint Filter Liquid Test (PFLT)
6. pH
7. Reactive Cyanide (PPM)
8. Total Cyanide
9. Reactive Sulphide (PPM)
10. Sulphur elemental
11. Concentration of individual inorganic (Metals), both total and leachable,specific parameters to be determined based on source of waste
12. Oil and Grease
13. Extractable Organics
14. % Carbon, % Nitrogen, % Sulphur, % Hydrogen
15. Concentration of Individual Organics
16. TCLP for identified parameters

SCHEDULE - IV

Fixed Contribution Towards Development Charges :

The Fixed Contribution Towards Development Charges shall be paid at the following rates through a cheque payable at par/demand draft in favour of 'Nimbua Greenfield (Punjab) Limited' payable at Chandigarh/par.

Category of Industry	Basic Contribution (Rs.)	Maximum Annual Allowable quantity within the Basic contribution (tonnes)	Additional contribution for enhanced quantity
Large-Scale	1,00,000	100	Rs.50,000/- for every additional block of 50 tonnes of waste.
Medium-Scale	50,000	50	Rs.10,000/- for every additional block of 10 tonnes of waste.
Small-Scale	10,000	10	Rs.5,000/- for every additional block of 5 tonnes of waste.
Cluster	10,000	10	Rs.5,000/- for every additional block of 5 tonnes of waste.

Notes:

1. A member with the Basic Contribution shall be entitled to bring in the waste only upto the maximum allowable quantity.
2. The quantity can be enhanced only for full additional block(s), each additional block being of 50 tonnes for large-scale industries, 10 tonnes for medium-scale industries and 5 tonnes each for small-scale industries and cluster of tiny industries.
3. All tiny and small-scale industries forming a cluster and bringing their waste to the Transfer Stations shall have the option to pay only one cluster charge equivalent to the small-scale industries.
4. A single entity having more than one unit shall be allowed to obtain a single membership for all their units as a whole.

SCHEDULE - V

(i) Fixed Transportation Charges

Distance Category	Fixed Transportation cost (Per tonne per Km.)							
	Year 2007	Year 2008	Year 2009	Year 2010	Year 2011	Year 2012	Year 2013	Year 2014
Less than 50 kms	1.23	1.27	1.3	1.34	1.38	1.43	1.47	1.51
50 to 125 kms	1.16	1.19	1.23	1.27	1.31	1.34	1.39	1.43
125 to 200 kms	1.13	1.16	1.2	1.23	1.27	1.31	1.35	1.39
200 kms & above	1	1.03	1.06	1.09	1.13	1.16	1.19	1.23
	Year 2015	Year 2016	Year 2017	Year 2018	Year 2019	Year 2020	Year 2021	Year 2022
Less than 50 kms	1.56	1.6	1.65	1.7	1.75	1.81	1.86	1.92
50 to 125 kms	1.47	1.51	1.56	1.61	1.65	1.7	1.75	1.81
125 to 200 kms	1.43	1.47	1.52	1.56	1.61	1.66	1.71	1.76
200 kms & above	1.27	1.3	1.34	1.38	1.43	1.47	1.51	1.56

(ii) Variable Transportation Charges

Distance Category	Variable Transportation Cost Year-2014 (per tonne per Km.)
Less than 50 kms	3.99
50 to 125 kms	3.84
125 to 200 kms	3.48
200 Kms and above	3.08

Notes

- Distance in the categorization mentioned implies one-way distance
- In respect of transportation charges, a minimum two –way distance of 20 km. will be chargeable.

SCHEDULE - VI**LANDFILL CHARGES****a) Landfill Charges for the First Year:**

Landfill Charges	Direct Disposal Charges per Tonne for Year 1 in Rupees
Direct Landfill Disposal Charges	
Component A (payable to Ramky Enviro Engineers Ltd.)	396.00
Component B (payable to Nimbua Greenfield (Punjab) Ltd.)	200.00
Total Landfill Charges for the First Year	596.00

b) Landfill Charges for Subsequent Years:

For calculating Landfill charges for subsequent years, Component A of the Landfill charges as given above will be adjusted on 1st of January every year for any increase or decrease, calculated by giving equal weightage to the following two components:-

- a. Increase/decrease in Wholesale Price Index (WPI) taking WPI of 31st January, 2006 as the base.
- b. Increase/decrease in the Price of Diesel, taking the Base Price of Diesel in the State of Punjab as on 31st January, 2006.

However, the rate of annual increase in Component A of the Landfill Charges shall not be more than 5% in the first five years and shall not be more than 6% thereafter.

The above variation is applicable only to Component A. Component B as given above shall remain unchanged.

Example –

Computation of component A of landfill charges.

If Wholesale Price Index (WPI) as on 31st January, 2006 is 100 and as on 31st December, 2006 is 104. If price of diesel as on 31st January, 2006 is Rs.30 per litre and as on 31st December, 2006 is Rs.31.50 per litre. Increase in component A of direct landfill disposal charges for the second year will be worked out as follows: -

Increase in WPI	=	4%
Increase in price of diesel	=	5%
Increase in direct landfill disposal charges	=	$(4+5)/2 = 4.5\%$
Direct landfill disposal charges for second year	=	$Rs.396*(1+4.5\%)$ = Rs.413.82
Total landfill charges for second year	=	Component A + Component B = Rs.413.82 + Rs.200 = Rs.613.82

c) Landfill Charges for the Year 2014:

Landfill Charges	Direct Disposal Charges per Tonne in Rupees
Direct Landfill Disposal Charges	
Component A (payable to Ramky Enviro Engineers Ltd.)	544.00
Component B (payable to Nimbua Greenfield (Punjab) Ltd.)	225.00
Total Landfill Charges for the Current Year	769.00

SCHEDULE - VII

STABILIZATION CHARGES

Formula for Stabilisation

Cost for Waste Management = Component A of Direct Landfill Charges (1+BF) + Component B of Landfill charges + Cost of Reagents + Rs. 270 / Ton

Direct Landfill Charges - as calculated in Schedule V
B.F. - Bulking Factor

Example:

In case there is one tonne of waste requiring 200.0 kg of fly ash and 100 kg of cement for stabilization and cost of fly-ash is 40 paise per kg and cost of cement is Rs 5.0 per kg. Total charges for disposal of waste after achieving stabilization of waste as per formula shall work out as follows:

Quantity of waste	= 1 Tonne
Quantity of Reagent	= 300 kg
Bulking Factor	= 0.3
Cost of Reagent	= (200 x 0.4)+(100 x 5)
	= Rs 580
Fixed Cost	= Rs 270
Total Disposal Charges	= Rs.396(1+0.3)+200+580+270
	= Rs 1564.80

SCHEDULE - VIII**MINIMUM ANNUAL CHARGES**

S. No.	Generator Category	Minimum Annual Charges (in Rupees)
1.	Large Scale Industries	6000
2.	Medium Scale Industries	4000
3.	Small Scale Industries	3000

Note 1:

Permission for handling incinerable hazardous waste has been received from Punjab Pollution Control Board (PPCB). The disposal rates are under finalization.

Note 2:

For lifting of hazardous waste following representative of M/s Ramky Enviro Engineers Ltd. can be contacted:-

Business Manager-	Mobile No.9781034120
Business Representative-	Mobile No.9781313454
Business Representative-	Mobile No.9781124224