



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING IS MADE ON 01 ST AUGUST -2013 BETWEEN
BASAVESHWARA MEDICAL CENTRE, BALLARI WHICH IS REPRESENTED BY DR BHARATH VJ HERIN
NAMED AS PARTY ONE

AND

BALLARI INSTITUTE OF TECHNOLOGY AND MANAGEMENT –BALLARI REPRESENTED BY DR
YASHVANTH BHUPAL HERIN NAMED AS PARTY TWO

THE PARTIES HITHERTO AGREE AS FOLLOWS:

1. BASAVESHWARA MEDICAL CENTRE, BALLARI WILL RESPOND TO ANY OF THE MEDICAL EMERGENCY CASES FROM INSTITUTION.
2. BASAVESHWARA MEDICAL CENTRE, BALLARI WILL RECEIVE BIO-MEDICAL WASTE FROM BITM DISPENSARY FOR THE EFFECTIVE DISPOSAL
3. BASAVESHWARA MEDICAL CENTRE, BALLARI WILL ENABLE TO ORGANIZE ANY MEDICAL CAMPS TROUGH BITM-NSS UNIT
4. EXPERTS FROM BASAVESHWARA MEDICAL CENTRE, BALLARI WILL DELIVER EXPERT TALKS ON HEALTH , HYGEINE AND NUTRITION AS PER THE REQUIREMENTS OF THE INSTITUTION.

SIGNATURE
(PARTY ONE).

Yashvanth Bhupal Herin

(PARTY TWO).

**Chairman & Director,
Ballari Institute of Technology & Management,
BALLARI.**

SIGN

Dr. Bharath V.J.
Dr. BHARATH. V.J.

MBBS.DORTHO.DNB.ORTHO.FIA

KMC Reg. 82454

BMC Hospital, BALLARI



M/s SURYAKANTH ENVIRONMENTAL TECHNOLOGIES (R)

(Common Bio-Medical Waste Treatment Facility)

Factory: Sy. No.158, Ballari City Corporation Land, Opp. Agrawal Iron Steel Factory,
Hariginadoni Village, Ballari Dist. Ballari. mail id : suryaenvitech@gmail.com /
surya@suryaenvitech.org / www. suryaenvitech.org

Office : Shop. No. C-6, 1st floor, BUDA Complex, Near Mothi Circle, Ballari. Cell : 98860-49556

ENROLLMENT FORM

Common Facility for Collection, Transportation, Storage and Disposal of Bio-Medical Waste generated in Hospital/Nursing Home/Daycare/Polyclinic/Dental/Eye/ENT/Pathology Lab/X-Ray/Scan/ Diagnostic / Lab/OHC Etc.

- Name of the Medical Establishment : Balaveshwara Medical Centre
- Classification of Medical Establishment : Nursing Home
- Name of the Doctor/Persons in-charge : Dr. Mahapat S.T.V
- Address for Correspondence : II nd Cross, Balveshwara
Nagar Bellary - 583101
- Telephone/Mobile Number : 956554 / 9448008897
- Email ID : _____
- Name and designation of the Designated for BMW management : Ayya
- No of Beds as per KSPCB CFA of HCE :

Beds.	O.T.	Lab.	Blood Bank.
<u>12</u>	<u>Beds</u>		
- Approx qty of BMW gen/day in kgs. : 01 kg
- Date of HCE established : 2019
- Status of present consent from KSPCB : Active

I/We hereby undertake to abide by the agreement made on dated...01/09/2019...between the Parties

Place : Ballari

Date : 01/09/2019

Balaveshwara Medical Centre,
Infantry Road, Behind Hot Breads,
Sudha Cross, BALLARI,
Karnataka, Ph: 08392-241717, Cell: 8105515641

Dr. Mahapat S.T.V
M.B.B.S. MP
RMC. Regd. No. 6421

For Office use only

BELLARY - 583101

ENROLLMENT NO. ALLOTTED :

S	E	T	B	M	W	B	L	Y			
7	8	5	B	L	Y	2	5	0	8	0	2

M/s Suryakanth Environmental Technologies,

For Suryakanth Environmental Technologies


Proprietor.

TERMS & CONDITIONS:

1. The Occupier will extend its full co-operation and support to M/s Suryakanth Environmental Technologies in setting up of the common Bio-Medical Waste Treatment facility for Bio-Medical Waste.
2. M/s Suryakanth Environmental Technologies have setup a CBMWTF in Ballari at # 158, Ballari City Corporation Land, Opp: Agrawal Steel Factory, Harginadoni-583115(v), Ballari District, with concerned local authorities as contemplated under Rule 14 as per CPCB guidelines. The equipment and set up the same expeditiously and commence the collection and treatment of the Bio-Medical Waste from the Occupier.
3. M/s Suryakanth Environmental Technologies shall treat the dispose of the Bio-Medical Waste in accordance with Schedule I and in compliance with standard prescribed in Schedule V to the Rules 1998. That M/s Suryakanth Environmental Technologies shall also set up the requisite Bio-Medical Waste treatment facility like incinerator, autoclave, microwave, systems or to ensure requisite treatment of waste at a common waste treatment facility.
4. M/s Suryakanth Environmental Technologies shall collect the monthly treatment charges as follows :
 - a) Rs.600/- pm for Clinic's, Dental, Lab, ENT clinic, etc.
 - b) Rs.1200/-pm for Diagnostic/Orthopedic/Poly clinic's/Day Care/Scan Centre etc.(Every three years once 15% will be raised on existing amount)

The above charges are inclusive of the transport charges. It is mutually agreed that the above charges shall be held constant for at least a period of one year however for cost factors beyond the control of both parties, a suitable revision will be permitted.

5. M/s Suryakanth Environmental Technologies shall arrange to train the staff of the Occupier in collecting and classifying the Bio-Medical waste and store in color coated bags to be supplied by M/s Suryakanth Environmental Technologies at a nominal cost. That however, the records will have to maintained by the Occupier with the assistance of M/s Suryakanth Environmental Technologies as may be prescribed by the **Karnataka State Pollution Control Board**.
6. The M/s Suryakanth Environmental Technologies confirms that the method of collecting classifying, transporting, treating and disposing the Bio-Medical waste is in line with the provisions of the relevant Act and the Rules and M/s Suryakanth Environmental Technologies shall be legally responsible for any legal shortcomings, etc.
7. In the event of any complaint or order adverse to the interest of the Occupier the Occupier shall give the General Power of Attorney in favor of M/s Suryakanth Environmental Technologies to enable him to file & appeal to get the grievances redressed at the cost of M/s Suryakanth Environmental Technologies.


Basaveshwara Medical Centre,
Infantry Road, Behind Hot Breads,
Sudha Cross, BALLARI.
Karnataka. Ph: 83392-041717 Cell: 8105515641

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For Suryakanth Environmental Technologies

Proprietor.

8. M/s Suryakanth Environmental Technologies is responsible for the disposal for Bio-Medical waste in accordance with the Act and Rules mentioned above, that in the event of any violation and in the event of any penalty imposed by the Authorities, the same shall be made good by M/s Suryakanth Environmental Technologies.
9. That M/s Suryakanth Environmental Technologies shall arrange to collect the waste daily at an appointed time and the declared place of the Occupier mentioned above by arranging his own vehicle and transportation.
10. That however, the delay in payment made by the Occupier in respect of monthly treatment **charges as per clause 4**, that for any delayed payment for more than one month from the date of due **an interest at 12% per annum be charged** on the Occupier.
11. The Work started from.....20.11.16.....this day.
12. This agreement is valid for (3) **THREE YEARS** for the date of issue.

IN WITNESS WHEREOF the parties to this MOU have put their hand today at.....Ballari.....

OCCUPIER :  for **M/s Suryakanth Environmental Technologies,**

Basaveshwara Medical Centre,
Infantry Road, Behind Hot Breads,
Sudha Cross, BALLARI.
Karnataka. Ph: 08392-241717, Cell: 8105515841

For Suryakanth Environmental Technologies


Proprietor

Witnesses:

1) 

2)

Place:

Date:

ಫ್ಯಾಕ್ಸ್/Fax : 080-25586321

ಈಮೇಲ್/E-mail : ho@kspcb.gov.in

ವೆಬ್‌ಸೈಟ್/Website : http://kspcb.gov.in



25581383, 25589112

25588151, 25588270

25588142, 25586520

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ಕರ್ನಾಟಕ ರಾಜ್ಯ ಮಾಲಿನ್ಯ ನಿಯಂತ್ರಣ ಮಂಡಳಿ
Karnataka State Pollution Control Board

“ಪರಿಸರ ಭವನ”, 1 ರಿಂದ 5ನೇ ಮಹಡಿಗಳು, ನಂ. 49, ಚರ್ಚ್ ಸ್ಟ್ರೀಟ್, ಬೆಂಗಳೂರು - 560 001, ಕರ್ನಾಟಕ, ಭಾರತ
“Parisara Bhavana”, 1st to 5th Floor, # 49, Church Street, Bengaluru - 560 001, Karnataka, INDIA

Ballari Institute of Technology

//BY REGD.POST WITH ACK.DUE//

(This document contains 06 pages including annexure)

Combined Consent order No. PCB/13/CNP/16

Date: 20 MAY 2017

Consent to operate Sewage Treatment Plant (STP) for discharge of sewage under the Water (Prevention and Control of Pollution) Act 1974 and Emissions under the Air (Prevention and Control of Pollution) Act 1981.

- Ref: 1) CFO Application received at Regional Office, Bellary dated 24.12.2016.
2) Inspection of the project by Regional Office, KSPCB, on Bellary 15.12.2016.
3) Proceedings of the consent committee meeting held on 20.02.2017.



Consent is hereby granted under section 25 of Water (Prevention and Control of Pollution) Act 1974 and under Section 21 of Air (Prevention and Control of Pollution) Act 1981 (herein after referred as the Water Act and the Air Act respectively) and the Rules and Orders made there under and subject to the terms and conditions as detailed in the schedule annexed to this order.

Consent is granted, Dr. V.C. Patil – Principal (Authorized Signatory), M/s. Ballari Institute of Technology & Management, “Jnana Gangotri” Campus, #873/2, Ballari Hosapet Road, Allipura, Ballari – 583 104, authorizing them to operate Sewage Treatment Plant (STP) for discharge of sewage from **Engineering College building with Residential Hostel facility having built up area of 37,596 Sq.m** at Sy. No. 873/2, Jnana Gangotri Campus, #873/2, Ballari Hospet Road, Allipur, Ballari, and to make discharge of effluents and emissions from the above premises and subject to the terms and conditions as detailed in the schedule annexed to this Order.

Discharge of sewage under the Water Act 1974:

Sl. no.	Description	Permitted Quantity of discharge	Limits specified	Place of discharge after treatment
1	Sewage	293 KLD	Condition A (3).	Toilet flushing, and gardening, HVAC make up.

Senior Environmental Officer .
15/5/17

Discharge of air emissions under the Air Act from the following stacks/process etc.

Sl.no.	Description of chimney/outlet	Limits specified refer schedule
1 to 2	250 KVA DG Sets – 2Nos.	As per Annexure-I.

This consent is valid to operate Sewage Treatment Plant (STP) for discharge of sewage and air emissions from the above said premises.

This Consent is granted for the period upto 30.06.2021.

For and on behalf of the KSPCB

[Signature]
 Senior Environmental Officer
[Initials]

To,

Dr. V.C. Patil – Principal (Authorized Signatory),
 M/s. Ballari Institute of Technology & Management,
 "Jnana Gangotri" Campus,
 #873/2, Ballari Hosapet Road,
 Allipura, Ballari – 583 104.

**SCHEDULE
TERMS AND CONDITIONS**

(To accompany consent No. PCB/13/CNP/16 Date: _____)

a. TREATMENT AND DISPOSAL OF EFFLUENTS UNDER THE WATER ACT, 1974.

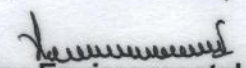
1. The discharge from the premises of the applicant shall pass through the terminal manhole/manholes where from the Board shall be free to collect samples in accordance with the provisions of the Act or Rules made there under.
2. The daily quantity of discharge shall not exceed the following quantities.

Sl. No.	Description of the effluents	Daily quantity of discharge in KL	Tolerance Limits	Frequency of monitoring
1	Sewage	293 KLD	As below.	Once in 03 months.

3. The quantity of sewage shall not exceed **293 KLD** and shall be treated in the sewage treatment plant of (STP) of capacity **325 KLD** with the treatment scheme as submitted in the STP proposal to meet the standards stipulated below before utilizing for Urban Reuse viz., landscape irrigation, vehicle washing, toilet flushing, use in fire protection and commercial air conditioners.

Sl. No	Parameter	Parameters Limit.
01.	pH	6.5 – 9.0
02.	BOD (mg/l)	Not more than 10
03.	COD (mg/l)	Not more than 50
04.	TSS (mg/l)	Not more than 20
05.	NH4-N (mg/l)	Not more than 5
06.	N-Total (mg/l)	Not more than 10
07.	Fecal Coliform (MPN/100 ml).	Less than 100

4. **As per Board Office Notification No. 4976 dated 05.12.2015, the time stipulated for upgrading the existing STP to achieve reuse standards as prescribed by the CPCB direction within 2 years from the date of notification has expired on 20.04.2017 and you are required to submit the compliance for the above within 7 days.**
5. If the treatment plant do not achieve the effluent standards stipulated under conditions (3) above or if it is found to be inadequate, then the applicant shall have to modify the units so as to meet the standards with prior consent of the Board.
6. All the treatment units shall be made impervious.
7. There shall not be generation of trade effluent from the process.
8. The applicant shall provide waterless urinals to conserve water
9. The applicant shall provide individual energy meter to STP and flow meter is as per Water Cess Act, 1977. A log book on readings shall be maintained.


 Senior Environmental Officer

15/5/17

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b. DISCHARGE OF EMISSIONS UNDER THE AIR ACT, 1981

1. The discharge of emissions from the premises of the applicant shall pass through the stack/chimney/outlet mentioned in this consent order where from the Board shall be free to collect the samples at any time in accordance with the Act or Rules made there under.
2. The rate of emissions discharged and the tolerance limits of the constituents forming the emissions in each of the stacks shall not exceed the limits laid down in Annexure. The applicant shall monitor the emission levels as per the frequency schedule indicated in the **Annexure-I**.

C. GENERAL CONDITIONS:

1. The applicant shall have an Environmental Cell with qualified Environmental Engineer or Environmental Scientist.
2. The applicant shall provide water meters for every source of water and shall submit the cess returns regularly as required under Water Cess Act before 5th of every month in the prescribed form.
3. The applicant shall not allow the discharge from the other premises to mix with the discharge from his premises. Storm water shall not be allowed to mix with the effluents on the upstream of the terminal manhole where the flow measuring devices are installed
4. The applicant shall not change or alter quality or quantity or the rate of discharge or temperature or the route of discharge with out the previous consent of the Board.
5. The applicant shall promptly comply with all orders and instructions issued from time to time by the Board or any other officers of the Board duly authorized in this behalf.
6. The applicant shall disposed solid waste generated from the college campus & hostel through Corporation MSW site.
7. The applicant shall provide the necessary STP before starting the activities.
8. The project authorities shall dispose scientifically Bio-Medical waste and electronic waste to authorized common disposal facility and authorized recyclers respectively by entering into agreement as per new Bio Medical Waste Management Rules, 2016 and E- Waste (Management) Rules, 2016.
9. The applicant shall display the consent granted in a prominent place for perusal of the inspecting officers of the Board.
10. The applicant shall provide alternate power supply sufficient to operate all Pollution control equipments utilized by the applicant to maintain compliance with the terms and conditions of this consent.

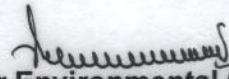

Senior Environmental Officer





11. The applicant, his heirs, legal representatives or assigns shall have no claims whatsoever to the continuation or renewal of this consent after expiry of the period of consent.
12. The applicant shall forthwith keep the Board informed of any accident or unforeseen act or event of any poisonous, noxious or polluting matter or emissions being discharged into stream or well or air as a result of such discharge, water or air is being polluted.
13. The Board reserves the right to review, impose additional conditions, revoke, change or alter terms and conditions of this consent.
14. The applicant shall make an application for consent at least 120 days before expiry of this consent.
15. All the inorganic waste generated from the apartment shall be segregated & recycled back to the authorized re-processor.
16. The applicant shall strictly follow the Government Notification No. FEE 17 EPC 2012 Bangalore dated 11.03.2016 with regard to plastics ban.

For and on behalf of the KSPCB


Senior Environmental Officer



15/5/17


Encl : Annexure - I.

ANNEXURE - I

Chimney No.	Chimney Attached to	Minimum Chimney Height to be Provided	Rate of emission NM3/Hr.	Constituents to be controlled in the emission.	Tolerance limits Mg/NM3	Air Pollution Control equipment to be installed, in addition to Chimney height as per Col (3)	Date of which air pollution Control equipments shall be provided to achieve the stipulated tolerance limits and chimney heights conforming to stipulated heights.
1 to 2	250 KVA DG Sets - 2 Nos.	7 m ARL each	-	SO ₂	-	Chimney height as per Col. (3) and With acoustic measures	Before commissioning

The noise levels shall not exceed 50 dB(A) leq. and 40 dB(A) leq. during day time and night time respectively.

[Signature]
 Senior Environmental Officer.



SEWAGE PIPE LINE

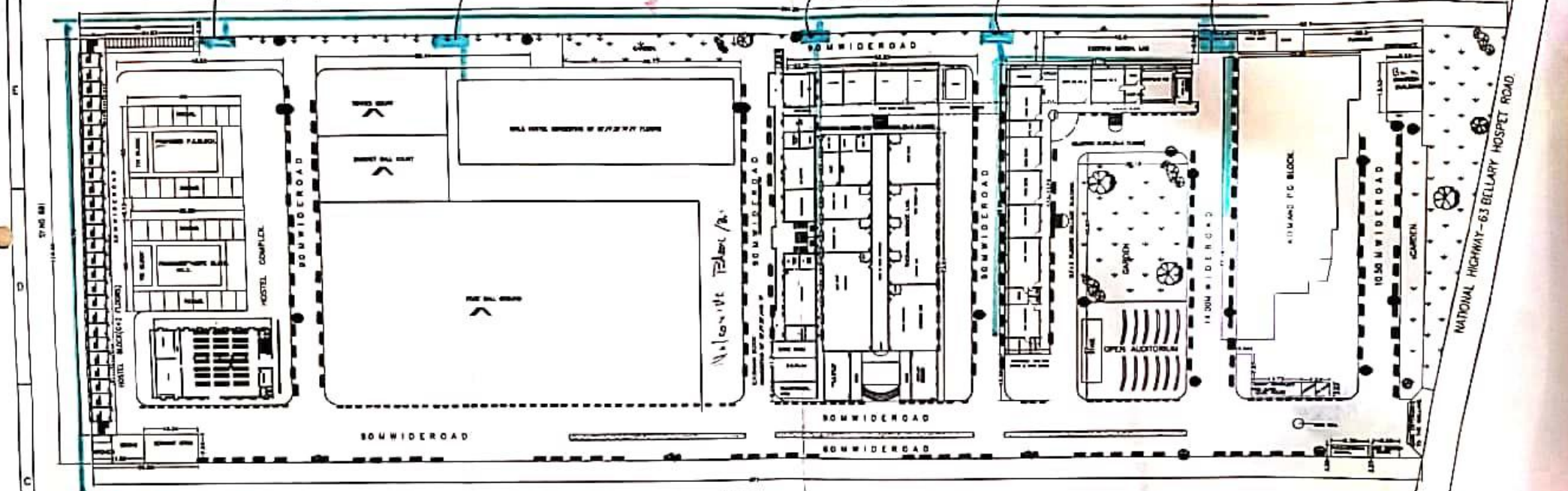
SOCK PIT

SOCK PIT

SOCK PIT

SOCK PIT

SOCK PIT



350 KLD STP

LAY OUT PLAN OF
SEWAGE LINE

Principal,
Ballari Institute of Technology & Management
(formerly Bellary Engineering College)
BELLARY.



Shrinu
Mrs. SHRINU Kulk
Architect
REG. No: CA/2000/24455

DESAI ENGINEERING SERVICES		DATE	NO.
CIVIL AND STRUCTURAL CONSULTANTS BELLARY		DATE	NO.
TEL: (08382) 50005, 50006, 50007, 50008		APPROVED	
CLEAR		APPROVED	
BALLARI INSTITUTE OF TECHNOLOGY AND MANAGEMENT, BELLARY, ST NO 671/1, 672/1		JOB NO	
SCALE - 1:100		QTY	1 SET
MPL		DRG NO	
MASTER PLAN CAMPUS (FORMERLY BELLARY ENGG COLLEGE)		SHEET	1 OF 1

Dr. T. H. Patel, B.E., M.Tech. (Env. Engg), Ph.D.,
Professor,
Ballari
Mob: 9448056770

Date:03.06.2020
Place: Ballari

CERTIFICATE

To
The Principal,
BITM – Ballari

This is to certify that the Chemical Waste generated in the Chemistry Lab and Environmental Engineering Lab is very dilute in nature and further it is diluted with water and then sent through UGD to the Biological Treatment Unit and the effluent water is recycled and used for Gardening.

The expired chemicals are buried deep into the soil, which is located near the effluent treatment plant.


Signature

E-WASTE DISPOSAL AGREEMENT

This E-waste Disposal Agreement ("Agreement") is made on 20.08.2019, by and between at Bengaluru.

M/s **Sogo Synergy Pvt Ltd** located at D-1/1 , Hayes Road, 11/9, Hayes Court, Richmond Town, Bengaluru-560025 hereby authorized Mr G R LAWHALE which expression shall unless repugnant to the context include its legal/authorised representatives, administrators, executors, nominees, successors and permitted assigns) of the first part; REFERED AS "SOGO SYNERGY"

AND

M/s. BALLARI INSTITUTE OF TECHNOLOGY & MANAGEMENT – BALLARI(BITM) located at BALLARI hereby authorized Mr. Y. J. PRITHVIRAJ BHUPAL, which expression shall unless repugnant to the context include its legal/ authorised representatives, administrators, executors, nominees, successors and permitted assigns) of the second part mentioned as "BITM

Whereas BITM has IT and all electrical, electronic products/ service related hardware material or any other material as may be specified by BITM (the "Material" as hereinafter defined) that it may from time to time wish to dispose of, and SOGO SYNERGY desires to execute a complete dismantling & disposal program on behalf of BITM. Therefore, BITM shall provide, and SOGO SYNERGY shall dismantle & dispose-off the Material in accordance with the following terms of this Agreement:

- 1. Waste Material-** Waste Material is hereinafter defined as waste of all forms of electronics equipment, IT equipment's like Desktops, Monitor, Laptop, Servers, Modems and converters, Multiplexes, Switches, XDLS, ADSL, Wireless radio, DOME, Backhaul Optimisation, Optical, CPE telecommunications equipment's, including but not limited to e-waste in the form of laptops, desktops, servers, network personal equipment's, monitors, telephony, printers, faxes, copiers, data assistants process control equipment, server towers, server rack, scanners, batteries, server battery backups, uninterruptable power supplies, electronic storage media and all accessories and peripherals for above mentioned equipment's including toners which BITM may want to recycle/dispose.
- 2. Services-** SOGO SYNERGY shall provide following services to collection, transportation and destruction of Waste Material from BITM. BITM will notify for pick up as per the accumulation of WEEE (Waste Electrical and Electronic Equipment), within 15 working days or case to case from date of notice duly informed by BITM by an authorised representatives.
- 3. Destructions –** SOGO SYNERGY shall destruct the entire quantity of Material within 30 working days of receipt of material. BITM's authorized representative may also witness the destruction at our facility located at Bengaluru. SOGO SYNERGY shall provide to BITM written confirmation through "Certificate of Destruction".



M. Lawhale

x Y. J. Prithviraj Bhupal

DEPENDABLE
COMPUTING
DELIVERED | SALES
RENTALS
EWASTE

SOGO SYNERGY PRIVATE LIMITED

REGISTERED OFFICE: D1/1, Hayes Court, 3rd Floor, 11/9, Hayes Road (Off Richmond Road) Bengaluru-560025

Tel: +91 222 76829, 414 30300/399, Fax: +91 80 221 20641 Email: sogo@sogoindia.com www.sogosynergy.com Toll Free 1800 102 4780

GST No. 29AAJCS3658Q1ZC CIN No. U30007KA2005FTC037509

4. **Payment-** We shall bear all handling costs for the Waste Material collected from BITM in full and all costs associated with the provision of the Services rendered. We shall pay to BITM, for the e-waste collected from BITM, as per the rates specified Rs. 18/- (Rs. Eighteen Only) Per Kg all inclusive (as per Annexure 1),

5. **Warranty- SOGO SYNERGY Representation and Warranties –**

5.1 While performing all Services hereunder, we agree to comply with all applicable permits, all central, state, and local laws, regulations and ordinances and all duly constituted authorities upon request of BITM,

5.2 We shall furnish copies thereof in advance. We hereby specifically agree and confirm that it is fully compliant to undertake this work from BITM in terms of the "E-waste (Management and Handling) Rules, 2016" and it possesses all the certificates mentioned under the said Rules.

5.3 We will be responsible for the statutory compliances including environmental compliances pertaining to the activities and Services mentioned above, "E-waste (Management and Handling) Rules, 2016" and BITM will not in any way be responsible for the same once the Waste Material is handed over by BITM.

5.4 We have obtained all necessary permits, licenses and other central, state or local authorizations required to perform the Services and upon request of BITM, we shall also furnish copies thereof to BITM

5.5 We shall keep and retain adequate books and records and other documentation consistent with and for the periods required by applicable regulatory requirements and guidelines pertaining to performance of the Services required by this Agreement. Said records, books and documentation relevant to the above-said purpose shall be available for inspection by BITM upon reasonable advance notice.

5.6 We shall not resell the Waste Material in the original form which has been collected from BITM except after totally destroying the Waste Material.

5.7 As an integral part of this Agreement, we hereby represent that they or any of their officials or representatives shall not give or promise to give any money or gift to any employee / official of BITM to influence its decisions regarding this Agreement, nor shall they exert or utilize any unlawful influence to solicit or secure this Agreement through a promise to pay a commission, percentage, brokerage or contingent fee.

5.8 We shall ensure that the Waste Material is transported safely and there is no leakage during transit.

5.9 We confirm and warrants that the Waste Material so collected by it under this Agreement shall not be misused by it directly or indirectly or dealt with in any other manner other than as expressly stated in this Agreement, and agrees to indemnify BITM in case such representation/warranties are breached.

5.10 We shall ensure that all government approvals, statutory compliances as per E Waste Rules as mentioned above and QEHS Quality, Environment, Health and Safety standards.

5.11 We shall also assist BITM in maintaining records, statutorily required to be maintained in terms of the above mentioned E-waste Rules, pertaining to e-waste collected from BITM.

6. BUSINESS CONTINUITY MANAGEMENT PLAN

6.1 SOGO SYNERGY shall ensure that at all times it has in place and is able to implement a business continuity and disaster recovery plan which will ensure the continued performance and operational resilience of the Services/ deliverables provided by us.

6.2 SOGO SYNERGY shall be open to the audit of its business continuity arrangements by BITM as and when required by BITM.



M. M. M. M.

X/ Ashu

7. **BITM Representations and warranties**

7.1 BITM has free and unencumbered title to all Waste Material delivered to us pursuant to this Agreement.

7.2 BITM shall not knowingly ship Hazardous Wastes to us pursuant to this Agreement. In the event Hazardous Wastes are identified upon receipt at or during subsequent processing, such substances (as mentioned in Annexure-I) shall be quarantined, in manner sufficient to reasonably protect human health and real and personal property.

7.3 BITM shall issue all proper despatch documents (invoices, gate pass, declarations, GST forms etc.), where applicable, and Form 6 as per the hazardous waste manifest for transportation along with the Waste Material authorisation and ownership Transfer letter for transport.

8. **Period of Agreement** - This agreement shall be in force for **5 years** from the date of execution hereof ("20.08.2019") unless and until terminated in a manner set forth in paragraph. This Agreement may however be terminated by BITM at any time during the term, without giving any advance notice to us, in case we fail to comply with its obligations under this Agreement.

9. **Termination of Agreement** - Agreement may be terminated at any time by BITM or SOGO SYNERGY, delivering upon 30 days' written notice to the other party. In the event of such termination, the parties will be paid for services performed or amounts due for Waste Material processed up to the date of such termination and not thereafter.

10. **Modification** This Agreement may not be modified, waived, or extended unless mutually agreed to in writing, and it may not be terminated except as provided above. A waiver by either party of any terms and conditions of this Agreement in one or more instances will not constitute a permanent waiver of such terms and conditions unless so stated in writing

11. **Resolution of Disputes:** The parties shall endeavour to resolve any problem or divergence resulting from the interpretation or application of this Agreement in a spirit of co-operation and mutual understanding. In the event of any dispute or difference arising out of / relating to this Agreement between the parties, the same shall be settled by arbitration in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Any dispute subject to Ballari Jurisdictions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

-For and on Behalf of-

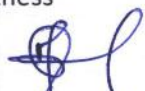
M/s Sogo Synergy Pvt Ltd

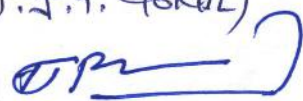
Authorized Signatory  

M/S BALLARI INSTITUTE OF TECHNOLOGY & MANAGEMENT - BALLARI

Authorized Signatory 
Director
Ballari Institute of technology & Management
Bellary

Witness

1 
(T.J.T. GOKUL)

2 
(C.D. PRITHVI RAO)