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## RAJIV GANDHI COLLEGE OF ENGINEERING AND TECHNOLOGY

(Approved by AICTE and Affiliated to Pondicherry University)

(Accredited with 'A' Grade by NAAC)

(Sponsored by Sri Balaji Educational and Charitable Public Trust)

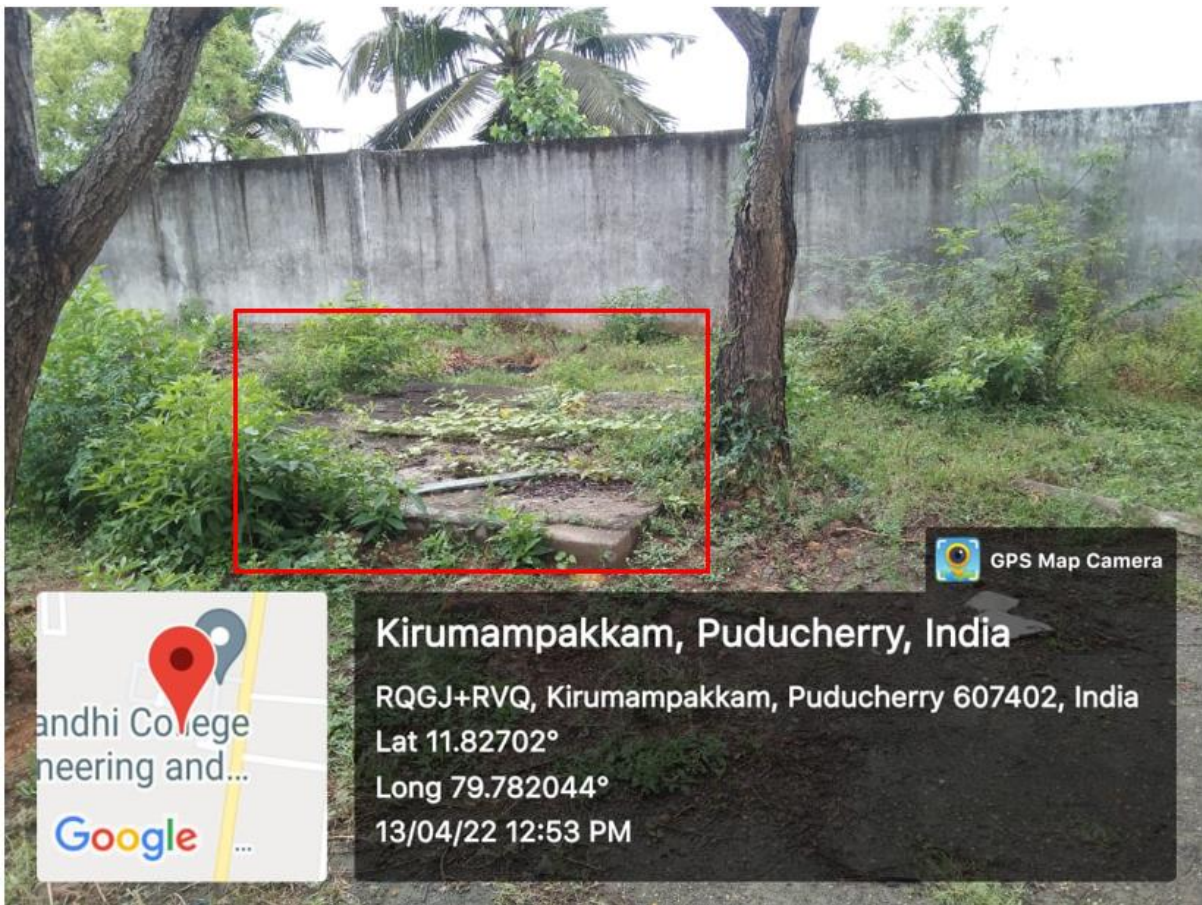
Pondy - Cuddalore Main Road, Kirumampakkam, Puducherry - 607 403.

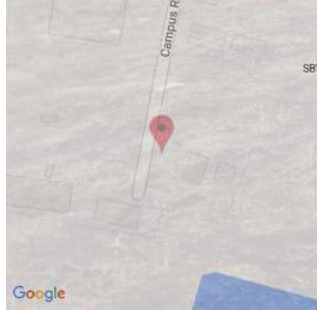
### Dr. Vijayakrishna Rapaka

*B.Tech. (Mech.), M.Tech. (Energy), Ph.D. (Ocean Engineering, IIT Madras),  
M.I.S.T.E., F.I.I.P.E., M.C.S.I., M.I.S.E.S., M.A.S.E.E.*

**PRINCIPAL**

## 22. Sewage Disposal System





	Decimal	DMS
Latitude	11.809073	11°48'32" N
Longitude	79.772574	79°46'21" E

2024-02-27(Tue) 10:53



	Decimal	DMS
Latitude	11.811759	11°48'42" N
Longitude	79.776517	79°46'35" E

2024-02-27(Tue) 15:33



सत्यमेव जयते

INDIA NON JUDICIAL

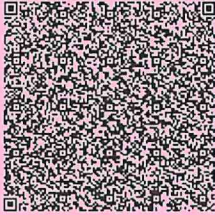
Government of Puducherry

₹100

e-Stamp

Certificate No.	: IN-PY77500124645786W
Certificate Issued Date	: 24-Feb-2024 11:52 AM
Account Reference	: SELFPRINT (PU)/ py-self/ PUDUCHERRY/ PY-PU
Unique Doc. Reference	: SUBIN-PYPY-SELF24733229825719W
Purchased by	: sabarinadha balaji
Description of Document	: Article 5 Agreement or Memorandum of Agreement
Property Description	: AGREEMENT
Consideration Price (Rs.)	: 0 (Zero)
First Party	: RAJIV GANDHI COLLEGE OF ENGINEERING AND TECHNOLOGY
Second Party	: MGMCRI PUDUCHERRY
Stamp Duty Paid By	: RAJIV GANDHI COLLEGE OF ENGINEERING AND TECHNOLOGY
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)

₹100



SELF PRINTED CERTIFICATE TO BE VERIFIED BY THE RECIPIENT AT WWW.SHCILESTAMP.COM

IN-PY77500124645786W

Please write or type below this line

**AGREEMENT REACHED BETWEEN**  
**RAJIV GANDHI COLLEGE OF ENGINEERING AND TECHNOLOGY, PUDUCHERRY**  
**&**  
**MAHATMA GANDHI MEDICAL COLLEGE AND RESEARCH INSTITUTE, PUDUCHERRY.**

This Deed of Agreement is executed at Pondicherry on this 24 day of February 2024.

*[Signature]*  
**Dr. E.VIJAYAKRISHNA RAPAKA**  
 B.Tech. (Mech.), M.Tech. (Energy), Ph.D. (IIT Madras),  
 M.I.S.T.E., F.I.I.P.E. M.C.S.I.M.C.I.I.

**PRINCIPAL**  
 Rajiv Gandhi College of Engineering & Technology  
 Pondy - Cuddalore Main Road,  
 Kirumampakkam, Puducherry - 607 402.

*[Signature]*  
**DIRECTOR**  
 Hospitals and Outreach Services  
 Mahatma Gandhi Medical College & Research Institute  
 Sri Balaji Vidyapeeth

**BETWEEN**

**Rajiv Gandhi College of Engineering and Technology** having its registered office at Puducherry-Cuddalore Main Road, Kirumampakkam, Puducherry - 607 402 (herein after called "RGCET") being represented by the **Principal, Dr. E. Vijayakrishna Rapaka** herein after called as the Party on the **FIRST PART** which expression shall, unless repugnant to the contexts and meaning thereof and includes their respective successors, Legal Representatives, Executors, Administration and Assignees.

**AND**

**Mahatma Gandhi Medical College and Research Institute, Puducherry** (A Constituent College of Sri Balaji Vidyapeeth, Deemed to be University) having their Institution at Cuddalore Road, Pillaiyarkuppam, Puducherry - 607 402 represented by **Dr. Nirmal Coumare V, Director (Health, Hospitals & ORS)** (hereinafter referred to as "MGMCRI" which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **SECOND PART**.

**WHEREAS, MGMCRI** is a leading Health Care Institution in the region having made its presence in and around Pondicherry by providing Health Care including Super Specialty Services.

**WHEREAS, RGCET** is an Engineering College affiliated to Pondicherry University and duly registered under AICTE and provides various Engineering programs for students at undergraduate and postgraduate levels.

**WHEREAS,** the parties wish to set forth their mutual understanding with regard to the above mentioned business relationship.

*array*  
**Dr. E. VIJAYAKRISHNA RAPAKA**  
B.Tech. (Mech.), M.Tech. (Energy), Ph.D. (IIT Madras),  
M.I.S.T.E., F.I.I.R.E. M.C.S.I.M.C.I.I.  
**PRINCIPAL**  
Rajiv Gandhi College of Engineering & Technology  
Pondy - Cuddalore Main Road,  
Kirumampakkam, Puducherry - 607 402.

  
**DIRECTOR**  
**Hospitals and Outreach Services**  
Mahatma Gandhi Medical College & Research Institute  
Sri Balaji Vidyapeeth

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE ACKNOWLEDGED IN THIS AGREEMENT, THE PARTIES HEREBY AGREE AS FOLLOWS:

## 1. SCOPE

- 1.1. The scope of this Agreement is to supply of treated STP water by **MGMCRI** from their facility after receiving untreated effluent water from **RG CET** and thereafter to resend the treated water back to **RG CET** on daily basis. The quantum of water to be supplied would be approximately 25,000 liters per day.
- 1.2. **RG CET** will ensure that the effluent water to be treated will be supplied to **MGMCRI** and **MGMCRI** will ensure uninterrupted treated water supply to **RG CET** with specified quantity, except under unforeseen circumstance like breakdown, maintenance, natural calamity etc.
- 1.3. Water will be released at the site of **MGMCRI**, and **RG CET** shall make their own arrangements to collect the treated STP water from the site of **MGMCRI**.
- 1.4. Any abnormality in the Sewage Treatment Facility at **MGMCRI** should be communicated to **RG CET** as early as possible so that **RG CET** shall make their own arrangements until the facility at **MGMCRI** is rectified.
- 1.5. **MGMCRI** shall provide a water meter at their dispensing site.
- 1.6. **RG CET** shall verify the meter and acknowledge in the register maintained by **MGMCRI**.

## 2. TERM

- 2.1. This Agreement shall be effective from 24.02.2024 and shall continue for a period of 11 months (Term), renewable every year on mutual agreement, unless sooner terminated by either party as per Clause 5.1 of this Agreement.
- 2.2. This Agreement may be renewed for further periods on mutual written consent of the parties to this agreement.

  
Dr. E.VIJAYAKRISHNA RAPA KA

B.Tech. (Mech.), M.Tech. (Energy), Ph.D. (IIT Madras),  
M.I.S.T.E., F.I.I.R.E. M.C.S.I.M.C.I.I.

PRINCIPAL

Rajiv Gandhi College of Engineering & Technology  
Pondy - Cuddalore Main Road,  
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DIRECTOR

Hospitals and Outreach Services  
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### 3. TERMS AND CONDITIONS.

- 3.1. **RG CET** will send the untreated sewage water to **MGM CRI** and thereafter **MGM CRI** will supply the Treated Water to **RG CET** and maintain the quality of the water to the minimum desired levels of Pollution Control Board norms.
- 3.2. **RG CET** shall arrange a technical person to assess the quality of the Sewage Treated Water of **MGM CRI** at the site of **MGM CRI**, if required by **RG CET**.
- 3.3. **RG CET** shall ensure that the Sewage Treated Water is taken delivery during the period from 6.00 am to 6.00 pm each day and also ensure that there is no spillage of the contents from the tankers on to the road or the areas in and around the premises.

### 4. CONSIDERATION AND PAYMENT

- 4.1. For the STP treated water supplied by **MGM CRI**, **RG CET** shall pay the consideration as detailed below.
- 4.2. The charges for the treated STP water would be fixed to take care of the maintenance cost involved in the supply on monthly basis at the rate of Rupee 0.01 Paisa per liter and the total amount would be calculated on the total quantity delivered. Any Taxes if applicable will be charged as extra.
- 4.3. The transportation charges for the water would be borne **by RG CET**.
- 4.4. **MGM CRI** shall raise invoices in the name of **RG CET** in the FIRST week of every month as per the recordings in the register maintained by **MGM CRI** at their site and acknowledged by **RG CET**.
- 4.5. Payment shall be made by **RG CET** within 15 days of receipt of invoice.

  
Dr. E. VIJAYAKRISHNA RAPAKA  
B.Tech. (Mech.), M.Tech. (Energy)-Ph.D. (IIT Madras).  
M.I.S.T.E., F.I.I.P.E. M.C.S.I.M.C.I.I.  
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## 5. TERMINATION.

- 5.1. This Agreement may be terminated before the Term or during any extended Term by either party by giving 90 days prior written notice to the other party with or without any reasons.
- 5.2. Upon termination of this Agreement, **RG CET** shall be liable only for those payments pending up to the date of termination of this Agreement.
- 5.3. Both parties shall be entitled to damages for breach of any clause of this Agreement.

## 6. CONFIDENTIALITY

Both parties undertake to keep and treat any information as confidential and not disclose to any third party and any information relating to the business or trade secrets of the other, nor make use such information for any purpose whatsoever other than for the purposes mentioned in the Agreement.

## 7. NOTICES

Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing with acknowledgement due.

## 8. RELATIONSHIP

For the purposes of this Agreement, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party. Neither party shall have authority to make any statements, representations nor make commitments of any kind, or to take any action which shall be binding on the other party, except as be expressly provided for herein or authorized in writing.

  
**Dr. E. VIJAYAKRISHNA RAPA KA**  
B.Tech. (Mech.), M.Tech. (Energy), Ph.D. (IIT Madras),  
M.I.S.T.E., F.I.I.P.E. M.C.S.I.M.C.I.I.  
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Mahatma Gandhi Medical College & Research Institute  
Sri Balaji Vidyapeeth



## 9. ASSIGNMENT

This Agreement shall not be assigned by either party without the prior written consent of the other party hereto. However such consent shall not be withheld unreasonably.

## 10. NO WAIVER

Either party's failure to require the other party to comply with any provision of this Agreement shall not be deemed a waiver of such provision or any other provision of this Agreement.

## 11. SEVERABILITY

In the event that a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement, and they shall continue in full force and effect.

## 12. AMENDMENTS

No amendments or modifications to this Agreement shall be effective unless made in writing and signed by authorized representatives of both parties.

## 13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof. This Agreement supersedes and cancels all previous agreements among the parties, written and oral in respect of the subject matter thereof.

## 14. AUTHORIZED SIGNATORIES

The Undersigned represent and warrant that they have the power and authority to execute this Agreement on behalf of the Institution for whom they are signing.

  
**Dr. E. VIJAYAKRISHNA RAPAKA**  
B.Tech. (Mech.), M.Tech. (Energy), Ph.D. (IIT Madras),  
M.I.S.T.E., F.I.I.R.E., M.C.S.I., M.C.I.I.  
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**DIRECTOR**  
**Hospitals and Outreach Services**  
Mahatma Gandhi Medical College & Research Institute  
Sri Balaji Vidyapeeth

**15. GOVERNING LAWS AND JURISDICTION**

This Agreement shall be governed by the laws of India as applicable to Puducherry. The courts of Puducherry shall have the exclusive jurisdiction with regard to the issues relating to this Agreement.

**16. ARBITRATION**


All disputes arising from the performance of this Agreement shall be settled through friendly negotiation. Should no settlement be reached through negotiation, the case shall then be submitted for arbitration and the Indian Arbitration and Conciliation Act 1996, shall be applied. The award of the arbitration shall be final and binding upon both parties.

**IN WITNESS WHEREOF THE PARTIES TO THIS AGREEMENT HAVE SIGNED ON THE DAY, MONTH AND THE YEAR FIRST AFOREMENTIONED IN THE PRESENCE OF THE WITNESSES MENTIONED BELOW,**

For and on behalf of the  
**Rajiv Gandhi College of Engineering  
College and Technology**

For and on behalf of the  
**Mahatma Gandhi Medical  
Research Institute**

  
**Authorized Signatory**

  
**Authorized Signatory**

Name: **Dr. E. Vijayakrishna Rapaka**  
**Principal, RG CET**

Name: **Dr. Nirmal Coumare .V**  
**Director**

**Dr. E. VIJAYAKRISHNA RAPAKA**  
B.Tech. (Mech.), M.Tech. (Energy), Ph.D. (IIT Madras),  
M.I.S.T.E. F.I.P.R.E. M.C.S.I. M.C.I.I.  
**PRINCIPAL**

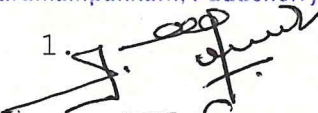

**(Health, Hospitals & ORS)**  
**DIRECTOR**



**Rajiv Gandhi College of Engineering & Technology**  
Bandy Cuddalore Main Road,  
Kizhampakkam, Puducherry - 607 402.

**Hospitals and Outreach Services**  
**Mahatma Gandhi Medical College & Research Institute**  
**Sri Balaji Vidyapeeth**

**Witness:**

**Witness:**

-   
**I. GERARD**
-   
**P. ELAVARASAN**

-   
**(L. MAGESH)**
-   
**(S. GOPALAKRISHNAN)**