



தமிழ்நாடு தமிழ்நாடு TAMILNADU

20771

3-10-2019

Dalmia Cement (B) Ltd, *manan*  
Dalmiapuram

BC 578164 K1-00

M. மணிகாசகர்

முதலிய

தொழில் நுட்ப அமைப்பு

தமிழ்நாடு, நாள்: 7/2019

SOLID WASTE DISPOSAL – Memorandum of Understanding

This Memorandum of Understanding for disposal of waste Material (hereinafter referred to as "MoU") is made on this 2<sup>nd</sup> October 2019.

**BY AND BETWEEN**

Vellore City Municipal Corporation, Vellore-632001. Tamil Nadu state is an autonomous body and is hereinafter referred to as ("Corporation") which expression shall, unless repugnant to the context, include its successors and permitted assigns. [Party of the First Part]

AND

Dalmia Cement (Bharat) Limited, a company incorporated under the Companies Act, 1913 having its registered office at Dalmiapuram, Lalgudi District, Tiruchirapalli (hereinafter referred to as the "DCBL", which expression shall, unless repugnant to the context, include its affiliates, parent company, associate company, subsidiary companies, successors and permitted assigns) [Party of the Second Part].

Corporation and DCBL are hereinafter individually referred to as a "Party", and collectively referred to as the "Parties".

*[Signature]*  
Commissioner  
Vellore City Municipal Corporation  
VELLORE.





**WHEREAS:**

- A. The Corporation is an autonomous body in the state of Tamilnadu governed by the laws of India and is involved in the activities of waste collection from the locality of Vellore and is in search of destination for disposal of solid wastes mainly plastics, paper, plastic bottles, cloths and tyres etc. generated and collected in their area in the safe & environment friendly manner in consonance with laws and within the framework of State and National guidelines.
- B. DCBL is involved in the business of producing, grinding, manufacturing, finishing, packing, repacking, mixing, grading, supplying, wholesaling, retailing of ordinary portland cement and portlandpozzolana cement and has plants located at Thamarakulam village, Ariyalur – 621 705 and Dalmiapuram – 621 651, Tamil Nadu(hereinafter referred to as the **Units**) and are desirous to foster and advance environmentally safe production practices.
- C. The primary objective of this MOU by the Corporation is to achieve the pious intent of the government to free India from single-use plastic and conserve environment in the public interest. This initiative would be helpful to the Corporation in getting rid of the menace of single-use plastic which is degrading the environment and creating health hazards for the society at large.
- D. Corporation shall exclusively and uninterruptedly supply free of cost the segregated RDF (Refuse Drive Fuel)/ plastic waste from municipal solid dry waste mainly plastics, papers, plastic bottles / cap, paper cups, waste cloths, tyres etc. and non-biodegradable and incinerable items as per Table 1 Specification and acceptable limits to DCBL on the terms set forth in this MOU, which shall be free from debris, stones, construction wastes, dead animals, metals, etc (hereinafter referred to as the **Material**) DCBL.
- E. In turn, DCBL has agreed to co-process the waste in the public, social and environmental interest and as part of its social initiative at its cement kilns /calciners located at the above said Unit. For this purpose, DCBL commits itself to make requisite capital and other investments for making the sustainable use of the Material and thereby contributing to the aforementioned social cause. Thus, both the Parties jointly while observing their respective commitments in public, social and environment interests enter into this MOU in consonance with laws, where the Corporation promises to provide Material from time to time in consonance with this MOU, and in turn DCBL commits itself and promises to co-process the Material at its cement kilns/claciners while committing to make requisite capital and other investments for this purpose, which shall be good and valuable consideration for each other.
- F. The percentage /quantity of plastic in above Material shall be declared in each invoice by the Corporation.

**NOW, THEREFORE,** in consideration of the mutual agreements, promises, covenants, representations and warranties set forth in this MOU, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

  
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**1. General Terms of Reference**

1.1 In this MOU, unless the context requires otherwise:

- 1.1.1 Reference to the singular includes a reference to the plural and vice versa;
  - 1.1.2 Reference to any gender includes a reference to all other genders;
  - 1.1.3 Reference to an individual shall include his legal representative, successor, legal heir, executor and administrator;
  - 1.1.4 Reference to any statute or regulation made using a commonly used abbreviation shall be construed as a reference to the title of the statute or regulation; and
  - 1.1.5 Reference to any article, Article, section, schedule, annexure or appendixes, if any, shall be deemed to be a reference to an article, a clause, a section, schedule, Annexure or appendix of or to this MOU.
- 1.2 Headings in this MOU are inserted for convenience only and shall not be used in its interpretation.
- 1.3 Any word or phrase defined in the body of this MOU (including the recitals) shall have the meaning assigned to it in such definition throughout this MOU and the recitals shall also form the integral part of this MOU and shall be binding on the Parties.
- 1.4 If any provision in Article 1 is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive provision in the body of this MOU.
- 1.5 The use of the word "including" followed by a specific example/s in this MOU shall not be construed as limiting the meaning of the general wording preceding it.
- 1.6 The schedules, annexures, appendices, if any, to this MOU shall be deemed to be incorporated in and form an integral part of this MOU.
- 1.7 Reference to a "person" includes (as the context requires) an individual, proprietorship, partnership firm, company, body of corporate, co-operative society, entity, authority or any body, association or organization of individuals or persons whether incorporated or not.
- 1.8 Reference to any agreement, memorandum of understanding deed, document, instrument, rule, regulation, notification, statute or the like shall mean a reference to the same as may have been duly amended, modified or replaced. For the avoidance of doubt, a document shall be construed as amended, modified or replaced only if such amendment, modification or replacement is executed in compliance with the provisions of such document(s).

  
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## 2. Supply of the Material

During the Term, the Corporation shall exclusively supply Material to DCBL free of costs as per the following specifications.

Table 1 :- Specifications and acceptable limits of Material			
S. N.	Parameter	UOM	Acceptance limit- all plants
1	NCV	K.cal/K.g	> 2500
2	Loading & Unloading		Loading is in the scope of Corporation and Unloading at receiving end is in the scope of DCBL.
3	Material Availability		Approx 1200 MT per Year or more, as per Waste collection in the area.
4	Quantity Commitment of Material per Month (Indicative)	MT	Quantities mentioned are indicative and may increase / decrease as per availability :  Dalmiapuram / Ariyalur – Minimum 100 MT per Month
5	Size		< 40 MM
6	Maximum Weight of the each bag / bale of material		25 Kg in Bag /Bale /Loose truck load
7	Rejection	Kcal/Kg	Not applicable
8	Moisture	%	Max. Monthly Avg. Moisture 15%
9	Ash	%	Max Monthly Avg. Ash - 10%
10	Chloride	%	< 1%

- 2.1 Corporation shall make available the Material while complying the aforementioned specifications for delivery at DCBL's said unit from the Corporation's Material Recovery Facility (MRF) . The Corporation shall be responsible for proper segregation of dry waste such as plastics, papers, plastic bottles / cap, paper cups, waste cloths, tyres and non-biodegradable and incinerable items, loading the Material in the form of bags / bale / loose in to the transporting vehicle arranged by the Corporation and delivering the same to the DCBL's Unit. DCBL assures to upfront provide a list of such admissible Material as specified above. .
- 2.2 In the event, whole or part of the Material stored, to be supplied, and/or supplied by the Corporation does not match the required specification and characteristics ("Non-confirming Waste"), DCBL shall have the right to reject any part or whole of the Non-confirming Waste, which is not suitable for co-processing by its system. Such type of information should be provided by the DCBL to the Corporation and the Non-confirming Waste shall not be accepted by DCBL. The non conforming waste which when found to be unsuitable for co-processing to be sent back to the Corporation, the cost of which to be borne by the Corporation.
- 2.3 The Parties agree that the Corporation shall ensure that the specifications viz. NCV > 2500 K.cal/K.g, Moisture <15% and Ash < 10% Avg. in the Materials shall be maintained on monthly average basis. It is further agreed that if the NCV or Moisture or Ash of the material supplied by Corporation is not within the permissible limits, then DCBL shall be entitled to discontinue the supplies of Material from that source / collection point / Material Recovery Facility (MRF). It is agreed and understood between Parties that it shall be prerogative of the DCBL to decide the same.

  
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- 2.4 The Corporation shall be responsible to supply the Material while complying with aforementioned specifications for delivery. Furthermore, it is mutually agreed and understood between parties that DCBL shall also, its own expense, be entitled to arrange analyse the sample of the Material at the DCBL's end, in order to check whether the Material supplied by the Corporation conforms to the specifications set out in clause 1 and inform its acceptance / rejection as the case may be, to the Corporation within 10 (days) of carrying out of the representative sampling. In the event, DCBL determines that the Material is not in conformance with the specifications set out in clause 1, the Corporation shall have right for the joint sampling and testing at DCBL's premises and / or mutually agreed third party premises, which shall be done within a period of next 10 days, otherwise the analysis already done at behest of DCBL's premises shall be deemed to be final and binding on both Parties and Cost of testing by the third party shall be borne by the Corporation.

**3. Supply and Delivery,**

**3.1 Projections and Supply Orders**

- 3.1.1 The Corporation shall exclusively supply to DCBL a minimum of 100 MT of Material per month free of cost, which may be increased. The Corporation agrees and undertakes that DCBL shall exclusively be given first priority over any third party for the supply of Material, and in the event DCBL declines in writing to procure the supplies of Material, then the Corporation may supply the Material to third parties.

**3.2 Delivery**

- 3.2.1 The Transportation of the Material from the Corporation's collection point(s)/ Dump Yard / Material Recovery Facility "MRF" to the DCBL's factories shall be at the cost and responsibility of the Corporation and at no cost to DCBL. The vehicle used for delivery of the material at collection location shall be arranged by the Corporation as authorized agency / transporter as per the delivery schedule agreed between the Parties. The Corporation shall ensure that the vehicle is loaded at the earliest with the quality material as per specifications under clause 1. The Corporation shall ensure that the transporter shall have all the RTO stipulated norms compliant vehicles engaged for transporting the Material. All the risks and liabilities shall transfer from Corporation to DCBL, after the Material is received at DCBL's Units. Notwithstanding the aforesaid, the Corporation shall continue to bear 100% risk of any items that are not the Material ordered by the DCBL as per this MOU.

- 3.2.2 The dispatch documents shall be prepared by the Corporation while complying with the requirements of applicable laws including those which may be required by the Pollution Control Boards or other departments for the transportation of the Material.

- 3.2.3 All requisite approvals for supplying and dispatching the Material to the DCBL by the Corporation shall be obtained and complied with by the Corporation. DCBL shall obtain statutory registrations and approvals from concerned authorities for co-processing the material in its factories and comply with all applicable laws in this regard.

**3.3 Documents to be provided by the Parties**

- 3.3.1 The Corporation shall, at its own cost, arrange to get every consignment of the Material weighed at the Weigh bridge near the collection points/Material Recovery Facility (MRF) and issue the Weigh bridge Challan to the transporter while dispatching the consignment of the material to the DCBL's factories. The DCBL shall arrange for weighing, unloading and storage of the material at its factories. The weighing of the material shall be carried out and recorded at Weigh bridge located at DCBL's factories for cross verification and will be used for documentation under the MOU. In the event

  
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of any dispute relating to the actual quantities of Material dispatched by the Corporation and the actual quantities of Material received by the DCBL, the weight of the material received at the DCBL's premises ( with +/- 0.50% variance) shall be considered final and binding.

3.3.2 In order to entail periodic monthly reconciliation of the total quantities of the Material sent by the Corporation, the DCBL shall provide the details of the accepted quantities of the Material, Vehicle No., date of receipt of material, lorry receipt (delivery challan) and details of conforming and non-conforming material to the Corporation. The reconciliation shall be carried out in good faith and each party shall provide all necessary support and cooperation in this respect.

3.3.3 DCBL shall at the beginning of each month during the Term of this MOU, issue to the Corporation upon their request, a Certificate of Co-Processing of the Material received for Co-Processing during the previous month in the format set out in Annexure 1 attached to this MOU.

#### 4. **Contract Period & Termination**

4.1 This MOU shall be valid for a period of **10 Years** from **October 2019 TO September 2029** ("Term"). Thereafter, this MOU shall be extendable for such further term as may be mutually decided between the Parties.

4.2 The Parties agree that the arrangement contemplated in this MOU may be terminated prior to the Term only as per mutual agreement of the Parties.

4.3 DCBL shall have right to terminate the MOU by serving a notice of 30 days while Corporation shall have write to terminate the MOU by giving 3 months notice to DCBL during the term of the MOU at will, considering the commitments of DCBL under this MOU.

4.4 Either Party shall continue to discharge and perform its respective obligations in terms hereof till the date of termination of this MOU. Since the intent of this MOU is to destroy plastic and conserve environment in the public interest, therefore both Parties shall reconcile the differences, if so arise, and shall make all best efforts to comply with the terms of this MOU and perform their respective obligations in true spirit.

4.5 Save as otherwise provided herein, the Parties shall be entitled to terminate this MOU by serving upon the other Party a3 (Three) months' notice to the said effect upon the happening of any one or more of the following contingencies –

4.5.1 Non-compliance with the terms of any other arrangement executed amongst the Parties;

4.5.2 Any material breach of the terms contained herein.

#### 5. **Representations and Warranties**

5.1 Each Party represents and warrants to the other Party as follows:

5.1.1 its charter documents include provisions which give it the requisite power, and all necessary corporate approvals have been obtained, to sign and deliver this MOU and exercise its rights and perform its obligations under this MOU;

5.1.2 It is validly incorporated and is in good standing under the laws of India;

  
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5.1.3 it is not prohibited from entering into this MOU; and that this MOU has been entered into by them willingly and while keeping in mind not only their commercial interests but also their commitment towards carrying out social and moral responsibilities; and

5.1.4 none of: (a) the execution, delivery and performance of this MOU, (b) the consummation of the transactions contemplated by this MOU, or (c) compliance with the provisions of this MOU, shall be in: (i) conflict with or breach any applicable laws, subject to receipt of all consents, approvals, authorizations as required under applicable laws; or (ii) violate or breach a provision of, or constitute a default (or an event which, with notice or lapse of time or both would constitute a default) under any of the terms, covenants, conditions or provisions of any note, bond, mortgage, indenture, deed of trust, license, franchise, permit, lease, contract, agreement or other instrument, commitment or obligation to which any of the Parties is a party, so as to render the transactions envisaged under this MOU void or unenforceable.

## 6. Confidentiality

6.1 All the Confidential Information disclosed by one Party (the "Issuing Party") to the other Party (the "Recipient Party") within the framework of this MOU, is and shall continue to be the exclusive property of the Issuing Party. For the purposes of this Clause 6, "Confidential Information" shall mean the information supplied, whether written, verbally or in graphic, electronic or any other medium, or in any manner and/or by any mode disclosed to the Recipient Party within the framework of this MOU and that is marked as confidential and of significant value for the Issuing Party, a value which could be undermined if said information were to be revealed to third parties. Insofar as it may be consistent with the previous sentence, the Confidential Information shall include, without limitation, the terms of this MOU, the marketing, advertising and sales plans, business plans, plans for the modification or development of new or future projects, sales forecasts, business analyses and customer information etc.

6.2 The Parties must keep strictly confidential, the terms of this MOU and all the Confidential Information which they have had access to pursuant to this MOU. In addition, both Parties undertake to refrain from using the Confidential Information for purposes other than those permitted under this MOU, and to refrain from disclosing the Confidential Information to third parties without the prior written consent from the other Party, except as required to be complied with as mandated by any applicable laws.

## 7. Governing Law and Dispute Resolution

7.1 This MOU shall be governed by, and construed in accordance with the Plastic Waste Management Rules-2016 [as amended], CPCB, State PCBs & MoEF regulations and all other applicable laws of India.

7.2 All disputes, differences and claims arising between the parties hereto under or in relation to this MOU shall be referred to arbitration by a sole arbitrator (who shall be a retired judge of any High Court in India) to be appointed by DCBL. The arbitration proceedings shall be governed by the provisions of the Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder, for the time being in force. The seat and venue of arbitration shall be Delhi. Only, The Courts in the city of Delhi shall have the exclusive jurisdiction to entertain any application pertaining to arbitration, whether pending or to be initiated, or any award made by the arbitrator or any other proceedings incidental to the arbitral proceedings.

  
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## 8. Notices

8.1 Any notice provided for in this MOU shall be in writing and shall be sent by: (i) facsimile transmission, or (ii) email, or (iii) courier/registered post/speed post, or (iv) personal delivery, or (v) prepaid post:

A. In the case of notices to the Corporation and DCBL,

Contact Name Commissioner, (Vellore City Municipal Corporation)  
Address Infantry Road, Vellore-632001.

E-Mail commr.vellore@gmail.com *commr.vellore@tn.gov.in*

Contact Name K.Jagannathan (DCBL)

Address Dalmiapuram

Email k.jagannathan@dalmiacement.com

8.2 All notices shall be deemed to have been validly given on (i) the business day immediately after the date of transmission, if transmitted by facsimile, or (ii) the business day immediately after the date of confirmation of transmission recorded on the sender's computer in case of email transmission, or (iii) the date of delivery, where notice is given by personal delivery, and (iv) in case (i), (ii) and (iii) do not apply, the expiry of 3 (Three) business days after posting, if sent by post or courier.

8.3 Either Party may, from time to time, change its address or representative for receipt of notices provided for in this MOU by giving information to the other Party within a period of 10 (Ten) business days'.

## 9. Miscellaneous

### 9.1 Further assurances:

- The Parties to this MOU shall, and shall use reasonable endeavor to ensure that any necessary third party shall, from time to time execute and deliver all such further documents and do all acts and things as the other Party may reasonably require to effectively carry out the full intent and meaning of this MOU, to complete the transactions contemplated thereunder. If, for any reason whatsoever, any term contained in this MOU cannot be performed or fulfilled, the Parties agree to meet and explore alternative solutions depending upon the new circumstances, but keeping in view the spirit and core objectives of this MOU, whether before or after the Effective Date.
- Any Green Benefits, subsidies and/or other benefits of any nature, if any, arriving out of procurement/use of above Material supplied shall be claimed by DCBL plants and the same may be considered to support the execution/management under this MOU.

9.2 Amendments and waiver: No modification or amendment to this MOU and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by or on behalf of the Parties. No waiver of any breach of any provision of this MOU shall be effective or binding unless made in writing and signed by the Party purporting to give the same and, unless otherwise provided in the written waiver, shall be limited to the specific breach waived.

9.3 Assignment: This MOU, or any right or interest herein, shall not be assignable or transferable by any Party except with the prior written consent of the other Parties. Notwithstanding anything contained in this Clause 9.3, each of the Parties expressly acknowledge and agree that Corporation shall have the unrestricted right to assign any right or interest herein to its

  
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affiliate(s), all or any of its rights and interest here under without the consent of any other Party, while service a notice to DCBL in this regard..

- 9.4 Relationship: The relationship of the Parties hereto shall be on a principal to principal basis and shall be DCBL governed by the terms of this MOU. DCBL shall not be entitled to represent and / or hold itself out to be the agent or associate of Corporation or a service provider in any manner whatsoever.
- 9.5 Reservation of rights: No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this MOU shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision. Any waiver or acquiescence by any Party of any breach of any of the provisions of this MOU shall not be construed as a waiver or acquiescence of any right under or arising out of this MOU, or of the subsequent breach, or acquiescence to or recognition of rights other than as expressly stipulated in this MOU.
- 9.6 Independent rights: Each of the rights of the Parties hereto under this MOU are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this MOU or otherwise.
- 9.7 Other remedies: Any remedy or right conferred upon Corporation for breach of this MOU shall be in addition to and without prejudice to all other rights and remedies available to it.
- 9.8 Specific performance: The Parties agree that damages may not be an adequate remedy and DCBL shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the DCBL Corporation from committing any violation or enforce the performance of the covenants, representations and obligations contained in this MOU. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have at law or in equity, including without limitation a right for damages.
- 9.9 Non-exclusive remedies: The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any Party may otherwise have at law or in equity. The rights and remedies of any Party based upon, arising out of or otherwise in respect of any inaccuracy or breach of any representation, warranty, covenant or agreement or failure to fulfil any condition shall in no way be limited by the fact that the act, omission, occurrence or other state of facts upon which any claim of any such inaccuracy or breach is based may also be the subject matter of any other representation, warranty, covenant or agreement as to which there is no inaccuracy or breach.
- 9.10 Costs and expenses: Each of the Parties hereto shall pay their own costs and expenses relating to the negotiation, preparation and execution of this MOU.
- 9.11 Force Majeure: Neither Party shall incur any liability due to failure or delay in performance of any obligation caused by force majeure, atleast for the duration of the force majeure; provided, however, that the affected party shall promptly notify the other of the existence of the force majeure and the effect thereof on its ability to perform its obligations, and that the affected party undertakes all reasonable efforts to mitigate the impact of the force majeure on the other Party. If any force majeure endures more than 60 (Sixty) days, the Parties shall meet and review

  
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in good faith the desirability and conditions of this MOU including but not limited to its termination.

- 9.12 Indemnity: The Corporation agrees to indemnify, defend and hold DCBL and its representatives harmless against any and all claims, damages etc. which arise out of, or result from or may be payable by virtue of any default, non-compliance or breach by Corporation of any of its covenants or obligations under this MOU and/or any laws, guidelines etc. for the time being in force.
- 9.13 Partial invalidity: If any provision of this MOU or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent for any reason including by reason of any law or regulation or government policy, the remainder of this MOU and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this MOU shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this MOU shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the invalid and unenforceable provision.
- 9.14 Counterparts: This MOU may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original but all of which together shall constitute one and the same instrument and any Party may execute this MOU by signing any one or more of such originals or counterparts. The delivery of signed counterparts by facsimile transmission or electronic mail in "portable document format" (".pdf") shall be as effective as signing and delivering the counterpart in person.
- 9.15 Public notices: All public notices to a third party and all other publicity concerning the transactions contemplated by this MOU or any other ancillary matters shall be jointly planned and coordinated by the Parties and no Party shall act unilaterally in this regard without the prior approval of the other Parties, such approval shall not be unreasonably withheld. This Clause 8.16 shall not prohibit any public notice or disclosure required by law (in which case the Parties shall cooperate, in good faith, in order to agree the content of such public notice or disclosure so far as practicable prior to it being made).
- 9.16 Rights of third parties: Nothing expressed or implied in this MOU is intended or shall be construed to confer upon or give any person, other than the Parties hereto any rights or remedies under or by reason of this MOU or any transaction contemplated by this MOU.
- 9.17 Survivability: The termination of this MOU shall in no event terminate or prejudice (a) any right or obligation arising out of or accruing under this MOU attributable to events or circumstances occurring prior to such termination; (b) any provision which by its nature is intended to survive termination, including the provisions of Clauses 4,5,6,7 and 8.

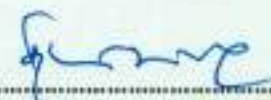
IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on the date first written above:

For Vellore City Municipal Corporation

  
Commissioner  
Vellore City Municipal Corporation  
(Authorized Signatory) **VELLORE**

Witnesses:

1. 

2. 

For Dalmia Cement (Bharat) Ltd.

  
(Authorized Signatory) 

1) 

2) 