



हरियाणा HARYANA

Y 106088

THIS Agreement is made at Faridabad on this 21<sup>st</sup> day of October 2023

BY AND BETWEEN

Gujarat Enviro Protection and Infrastructure (Haryana) Pvt. Ltd., a company incorporated and registered under the provisions of the Companies Act, 2013 and having its registered office at 370, S V P Road, Shop 8, Plot 384, Cigaretwala Bldg. Opp. CBI Prathna Samaj, Nr. Harkishandas Hospital, Mumbai (Maharashtra) (hereinafter referred to as GEPIL (Haryana) which expression shall unless repugnant to the context or meaning thereof shall mean and include its successors, representatives and permitted assignees etc.) of the FIRST PART

M/s. Divya Waste Management Co. AND which is a Company / Partnership Firm / Proprietary Concern duly incorporated under the provisions of located at VGPO Shahpur, Tehsil Alewa and having its registered office at Jind (hereinafter referred to as The Client which expression shall unless repugnant to the context or meaning thereof shall mean and include its successors, representatives and permitted assignees etc.) of the SECOND PART.

Recitals

WHEREAS Haryana Environmental Management Society (HEMS), a society registered under the Societies Registration Act, 1860 having its registered office at SCO 45, 1<sup>st</sup> floor, Sector -31, HUDA Market, Gurgaon, Haryana acting as a nodal agency of the Government of Haryana has awarded the work to a Consortium of Members led by Gujarat Enviro Protection & Infrastructure Ltd. (GEPIL) for development and operation of a Hazardous Waste Management Facility (HWM Facility) at Village Pali, Near Pali-Mohabatabad Stone Crusher Zone, Faridabad, Haryana on the leasehold land as per Lease Agreement executed between HEMS and Municipal Corporation, Faridabad (MCF) on 19<sup>th</sup> April 2005 For Divya Waste Management Company Infrastructure (Haryana) Pvt. Ltd.

SIGNED & STAMP for & on Behalf of GEPIL (Haryana)  
Director/Authorised Signatory

SIGNED & STAMP for & on behalf of Client



**AND WHEREAS** the Consortium of Members led by GEPIL have formed a Special Purpose Vehicle ("SPV") called Gujarat Enviro Protection & Infrastructure (Haryana) Pvt. Ltd. (GEPIL (Haryana)) to develop, operate and maintain the said Hazardous Waste Management Facility at Village Pali, Near Pali Mohabatabad Stone Crusher Zone, Faridabad, Haryana through an Agreement executed between HEMS, GEPIL (Haryana) and GEPIL, Surat on 30<sup>th</sup> June 2005.

**AND WHEREAS** the Party of the First Part is inter alia engaged in the business activities of development, operations and maintenance of infrastructure projects for hazardous waste management as specified in Hazardous Waste (Management and Handling) Rules, 1989 as amended in 2000, 2003, 2008 and now Hazardous Waste (Management, Handling and Transboundary Movement) Rules, 2016 and subsequent amendments (hereinafter referred to as "The Rules") and has been given authorization by Haryana State Pollution Control Board (HSPCB) to set up an Integrated Common Hazardous Waste Treatment, Storage & Disposal Facility (TSDF) at Pali, Near Pali Mohabatabad Stone Crusher Zone, Faridabad, Haryana.

**AND WHEREAS** the Party of the Second Part is generating hazardous waste and has approached the Party of the First Part for managing and disposing off its Hazardous Waste as per applicable rules since the Party of the First Part has set up the said facility at Pali, Near Pali Mohabatabad Stone Crusher Zone, Faridabad, Haryana.

**AND WHEREAS** the Party of the First Part has agreed to accept Hazardous Waste generated by the Party of the Second Part for collection, transportation, storage, treatment and disposal on the mutually agreed terms and conditions stated hereunder.

**THIS DEED THEREFORE WITNESSES AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATIONS**

- 1.1 "TIME" shall be stated in Hours and shall mean Indian Standard Time.
- 1.2 "DAY" means a period of twelve (12) consecutive hours beginning at 08.00 hours and ending at 20.00 hours.
- 1.3 "WEEK" means a period of seven (7) consecutive days beginning from a day.
- 1.4 "MONTH" means a period beginning at 08.00 hours on the first day of Calendar Month and ending at 08.00 hours on the first day of succeeding Calendar Month.
- 1.5 "YEAR" means a period of three hundred and sixty five (365) consecutive days or three hundred and sixty six (366) consecutive days when such period includes a twenty ninth (29th) day of February beginning at 08.00 hours from a day.
- 1.6 "FINANCIAL YEAR" means a period of three hundred and sixty five (365) consecutive days or three hundred and sixty six (366) consecutive days when such period includes a twenty ninth (29th) day of February beginning at 08.00 hours from a day. It starts from 1st day of April month of the year and ends on 31st day of March month of next year.
- 1.7 "ACTIVE TERM" means the term during which GEPIL (Haryana) shall receive, transport, store, treat, recycle, recover and dispose of the hazardous waste at the TSDF site as per authorization granted by the HSPCB.

For Gujarat Enviro Protection And  
Infrastructure (Haryana) Pvt. Ltd.

SIGNED for & on Behalf of GEPIL (Haryana)

Director/Authorised Signatory

Divya Waste Management Co

*N. Sani*  
Auth. Sign.

SIGNED for & on behalf of Client



- 1.8 "FORCE MAJEURE" means any event or circumstance or combination of events or circumstances beyond the reasonable control of either party (the "Affected Party") and such event or circumstance cannot by exercise of reasonable diligence be prevented or cause to be prevented; cannot, despite the adoption of reasonable precautions or alternative measures (where sufficient time to adopt such precautions or alternative measures before the occurrence of such event or circumstance is available) be prevented; and which materially and adversely affects such party's performance of its duties and obligations under this Agreement.
- 1.9 The headings of or title to the Clauses in this Agreement shall not be deemed to be a part thereof or be taken into consideration in the interpretation or construction thereof.
- 1.10 Words imparting the singular only also include the plural and vice versa where the context so requires.
- 1.11 "TSDF" means Treatment, Storage & Disposal Facility operated by GEPIL (Haryana) located at Village Pali, Near Pali Mohabatabad Stone Crusher Zone, Faridabad, Haryana
- 1.12 HSPCB means Haryana State Pollution Control Board, CPCB means Central Pollution Control Board and MoEF means Ministry of Environment and Forests.
- 1.13 "Client" means a Company / Partnership Firm / Proprietary Concern / Co-operative Society, AOP etc which generates hazardous wastes as defined in the Hazardous Waste (Management & Handling Rules) 1989 as amended in 2000, 2003, 2008 and now Hazardous Waste (Management, Handling and Transboundary Movement) Rules, 2016 and subsequent amendments.

## **2. PERIOD OF AGREEMENT**

- 2.1 The present Agreement shall remain in force for the Active Term or Five years from date of 26<sup>th</sup> July 2022. Agreement whichever is earlier unless terminated earlier due to any of the reasons mentioned in this Agreement.
- 2.2 GEPIL (Haryana) will issue a Registration Certificate valid for 5 years effective from 26<sup>th</sup> July 2022. The registration shall need to be renewed including execution of fresh Agreement by the Client at least three months before the expiry of the current Agreement.

## **3. TERMINATION OF AGREEMENT**

- 3.1 Both the Parties hereto agree that the present Agreement shall automatically come to an end in any of the following eventualities:
- On expiry of Authorization granted to the Client and the same having not been renewed by the Client or of the same having not been granted by Haryana State Pollution Control Board (HSPCB).
  - On expiry of HEMS membership and the same having not been renewed by the Client or of the same having not been granted by HEMS.
- 3.2 This AGREEMENT can be terminated by the Client after giving a written Notice of at least 30 days to the other party. The provision relating to minimum charges shall be applicable, during the notice period in accordance with Clause 10.2.

For Gujarat Enviro Protection And  
Infrastructure (Haryana) Pvt. Ltd.

SIGNED for & on Behalf of GEPIL (Haryana)

Director/Authorised Signatory

Dr Divya Waste Management  
  
Auth. Sign.

SIGNED for & on behalf of Client

- 3.3 Both the Parties hereto further agree that in case of the present Agreement coming to an end owing to any of the aforesaid eventualities, it will be the sole responsibility of the Client to handle, treat and dispose off its Hazardous Waste in accordance with the relevant provisions of law.

4. **REGISTRATION**

- 4.1 The Client shall pay non refundable charges of ₹ 1000=00 (Rupees One Thousand Only) towards Registration every five years.
- 4.2 The Client shall pay non refundable charges of ₹ 8000=00 (Rupees Eight Thousand Only) towards Finger Printing Analysis of the waste to be conducted by GEPIL (Haryana) for waste characterization in every five years.
- 4.3 After having registered, if the registration is terminated within the validity period of the present Agreement because of any reason stated in this Agreement, then in that event, the registration can be revived on payment of non-refundable re-registration charges of ₹ 500/- ( Rupees Five hundred only). Such re-registration shall be valid till the expiry of the last Registration Certificate.
- 4.4 The registration under this Agreement is not transferable in any manner whatsoever.

5. **TREATMENT & DISPOSAL CHARGES**

- 5.1 The Treatment and Disposal charges for various types of hazardous wastes are mentioned in Schedule I to this Agreement. The Treatment & Disposal Charges applicable under this Agreement for different types of wastes generated by the Client are as follows:

Sr. No.	Type of Wastes	Treatment and Disposal Charges ( ₹ Per MT)	Quantity(In MT)
1	Incineration Ash	3,545/-	8.00
2	ETP Sludge	1,888/-	1.400
3			
4			
5			
6			

(Attach sheets in case of more types of wastes)

- 5.2 GEPIL (Haryana) shall charge the Client towards treatment & disposal on the basis of weighment to be done at the TSDF site. If the Weigh Bridge at the site is not working, it will be weighed at an outside Weigh Bridge approved by GEPIL (Haryana).

- 5.3 The rates specified in Schedule I to this Agreement are based on general characteristics of the specified type of waste. In case any waste of the Client that

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For Divya Waste Management Company

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& on behalf of Client



either does not fall under the mentioned categories or requires special type of treatment before or after disposal, the Client agrees to pay the rates for the same which shall be fixed on case to case basis depending upon the characteristics of the waste & treatment required in consultation with HEMS.

## 6. TRANSPORTATION CHARGES

- 6.1 The Client has requested GEPIL (Haryana) to provide NIL numbers of storage containers of NA capacity each to avoid frequent transportation. GEPIL (Haryana) has agreed to provide the said containers in consideration of which the client has agreed to pay ₹. NA (Rupees NA) as interest free security deposit to GEPIL (Haryana). The Client shall be responsible for the security and upkeep of as well as any damage caused to the container while it is lying at the premises of the Client.
- 6.2 M/s. GEPIL (Haryana) shall provide the fleet of waste transport vehicles of different capacities duly authorized by HSPCB. As per the requirements of the Client, lowest capacity vehicle for transporting its Hazardous Waste on full vehicle load basis to the TSDF Site shall be sent by GEPIL (Haryana) at the cost of the Client.
- 6.3 The Transportation Charges for transportation of waste from location of Client to the TSDF site are mentioned in Schedule II to this Agreement.
- 6.4 The Transportation Charges applicable under this Agreement at the current rates, excluding taxes, are ₹. (AS PER SCHEDULE -2) per km per MT Taxes, as applicable, are payable extra.

## 7. REVISION OF CHARGES

- 7.1 The Client covenants that various notified charges like Treatment & Disposal Charges, Transportation Charges etc and any other unforeseen charges under this Agreement for its Hazardous Waste shall be subject to revision and inclusion during the currency of this Agreement in consultation with HEMS, as and when such revision is called for due to any reason whatsoever. GEPIL (Haryana) shall inform the Client about such revisions in advance through a separate letter.
- 7.2 All Government, municipal, panchayat taxes, duties, levies, octroi, tolls, service tax 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 Client. In case the same are paid by GEPIL (Haryana), the Client shall reimburse the amount thereof to GEPIL (Haryana).
- 7.3 Service Tax or any other existing taxes as applicable presently on services related to disposal of hazardous waste have to be paid by the client.
- 7.4 All disposal charges are subject to annual upward revision effective From 1<sup>st</sup> April Every year at the rate of 4%.

## 8. OBLIGATIONS OF THE CLIENT

- 8.1 While entering into the present Agreement with GEPIL (Haryana), the Client shall submit the categories of Hazardous Waste along with the quantity and its desire to dispose off the same by GEPIL (Haryana). The said categories of Hazardous Waste shall be as per the parameters specified in the Schedules of Hazardous Waste (Management, Handling & Transboundary Movement) Rules 2016, as amended from time to time.

For Gujarat Enviro Protection And  
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- 8.2 The Client shall get the Authorization from HSPCB permitting the Client to send its Hazardous Waste to the TSDF Site for treatment and disposal and that it shall be the responsibility of the Client to get the same renewed from time to time, failing which GEPIL (Haryana) reserves its right to repudiate the present Agreement under intimation to HSPCB and HEMS.
- 8.3 The Client shall make all the proper, necessary and adequate arrangement for keeping production records and the Hazardous Waste generated from these processes. The Client shall provide relevant and correct information with respect to process, waste quantity and characteristics (physical & chemical), nature and toxicity of waste as and when asked for by GEPIL (Haryana). This information may be forwarded to HSPCB / CPCB / MoEF/ any other Statutory Authority, if asked for.
- 8.4 The Client shall be required to maintain the record of Hazardous Wastes generated, stored and sent for treatment and disposal to GEPIL (Haryana). The records so maintained shall be subject to cross check and physical verification by authorized representative of GEPIL (Haryana) through visit to Client's premises.
- 8.5 GEPIL (Haryana) reserves right to reject collection of the hazardous waste spilled over the ground and containers whose exteriors are soiled by spillages. The Client shall locate the storage facility in such a way so that the same shall be accessible to the waste transport vehicles of GEPIL (Haryana).
- 8.6 **Dispatch and Detention of Transport Vehicle**
- i. The Client is required to intimate GEPIL (Haryana) when it has minimum one vehicle load of waste to be lifted, through letter / Fax / Email to send waste transport vehicle at least five days in advance from the date of collection.
  - ii. On arrival of the same at the Client's site, the Client shall be responsible for loading its Hazardous Waste into the said waste transport vehicle within three hours of arrival at the Client's site counting from the time of reporting at the security gate of the Client.
  - iii. If the detention of the said waste transport vehicle at the Client's site exceeds the time limits stipulated in Schedule II to this Agreement, there shall be levied detention charges at the rates as mentioned in Schedule II to this Agreement. The Client may detain the vehicle for a maximum of six hours including time stipulated for loading.
  - iv. In case, for any reason, including detention for more than six hours, the vehicle is sent back to GEPIL (Haryana) without giving the waste even after having been requisitioned by the Client, the Client shall pay the transportation charges for the full capacity load of the vehicle.
- 8.7 Before the Hazardous Waste is loaded into the waste transport vehicle and dispatched to TSDF site, the Client shall ensure that the said waste is packed in a manner suitable for transportation and that the said packed waste withstands physical and climatic conditions and does not result in any kind of leakage, spillage and accident etc. causing adverse impact on health and environment.

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8.8 If and when an accident occurs while loading Hazardous Waste at the Client's site, the Client shall immediately report the same to HSPCB and other authorities as per the Rules and also to GEPIL (Haryana).

8.9 **Rejection of Waste**

- i. The Client agrees to maintain waste characteristics close to Finger Print Analysis Report of the waste (attached as Schedule III to this Agreement). In case of variation of over 5% in waste characteristics mentioned in the said Schedule, the Client covenants to pay the revised treatment and disposal charges determined for its specific waste type and characteristics failing which the Client shall accept the hazardous waste back at its own cost in accordance with Clause 8.9 (ii) and 8.9 (iii).
- ii. The Client shall be required to accept Hazardous Waste back and bear the cost of return transportation of full vehicle load, if the same is rejected by GEPIL (Haryana) due to any of the following reasons:
  - a) The variation in waste characteristics is beyond 5%.
  - b) The wastes contain unacceptable wastes types as listed under Clause 9.2.
- iii. If the Client fails to do so within 2 days of reporting the matter, its registration will be terminated with intimation to HEMS. In the event of waste rejection, the Client shall be totally responsible and liable for any consequence arising thereof and GEPIL (Haryana) reserves all rights to take any suitable actions under the law.

8.10 During wet period of monsoon season, Hazardous Waste may not be accepted at the TSDF Site. During this period Client is required to make a provision to store its Hazardous Waste for a minimum period of four months, as per the requirement of HSPCB.

8.11 GEPIL (Haryana) may request the Client, under intimation to HEMS, to provide any additional information, as may be required, for treatment and disposal of waste or as asked for by HSPCB / CPCB / MOEF / any other Statutory Authority. The Client shall send the said information to GEPIL (Haryana) at least two days before the scheduled time, if specified by the information seeking authority else within two weeks time.

8.12 The Client shall comply with the provisions of Environment (Protection) Act, 1986 and the Rules as amended from time to time as also with the conditions of the present Agreement and that any breach committed thereof shall render the Client not eligible for disposing of its Hazardous Waste in TSDF site.

8.13 The Client shall not claim any right, interest or privilege in or in relation / connection with Hazardous Waste accepted at the TSDF site.

8.14 In case of any change in constitution of firm or company or proprietary concern, company name, products or quality and/or production rate of products or waste quantity or characteristics, the Client shall intimate GEPIL (Haryana) by written notification by registered letter / speed post / courier prior to proposed date of change and get its waste Finger Printing Analysis done again, where ever required, in accordance with Clause 4.2.

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## 9. QUALITY

- 9.1 The Client hereby covenants to ensure that its Hazardous Waste shall, under all circumstances, conform to the norms specified by HSPCB and as prescribed under the provisions of law for the time being in force.
- 9.2 The Client agrees not to send the following type of wastes which could be detrimental to the environment, safety of the facility and to the persons handling it in any manner:-
- Wastes containing explosive substances (An explosive substance is a solid or liquid substance (or mixture of substances) which is, in itself, capable by chemical reaction of producing gas at such a temperature and pressure and at such a speed as to cause damage to the surroundings.)
  - Waste which has an obnoxious odour.
  - Waste which is flammable (Flash point below 65°C)
  - Waste which contains shock sensitive substances (Shock sensitive refers to the susceptibility of a chemical or substance to rapidly decompose or explode when struck, vibrated or otherwise agitated.).
  - Waste which contains volatile substance of significant toxicity.
  - Wastes containing Radio active substances

## 10. QUANTITY

- 10.1 Subject to the conditions mentioned under Clause 3.2, the Client agrees to send on firm basis to GEPIL (Haryana), its own Hazardous Waste subject to maximum of ----- MT per day and **9.400** MT per annum, which will be called the Contracted Quantity.
- 10.2 If the Client wants to send the requisite Hazardous Waste less than 90% of the aforesaid Contracted Quantity, than in that event, the Client can request GEPIL (Haryana), along with necessary justifications, for change in its Contracted Quantity twice in a year by providing at-least three months notice. The client shall still be liable to pay to GEPIL (Haryana) for the Minimum Quantity i.e. 90% of the Contracted Quantity till the expiry of three months notice period. The receipt of waste shall be monitored by GEPIL (Haryana) on quarterly basis and charges for deficit, if any shall be billed accordingly. In case of Force Majeure conditions at the Client's premises leading to reduction in annual waste generation, the liability to pay for minimum quantity shall be waived for the period of Force Majeure.
- 10.3 If the Client exceeds the annual Contracted Quantity of Hazardous Waste for disposal, then in that event Client covenants to increase the security deposit accordingly as per Clause No. 11.1.

## 11. BILLING AND PAYMENT OF CHARGES

- 11.1 The Client shall effect arrangement to make the payment of interest free Security Deposit of ₹ 40,612/- (Rupees forty thousand six hundred)

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For Divya Waste Management Company

  
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twelve Only) equivalent to Treatment & Disposal Charges of its Hazardous Waste for two months of Contracted Quantity that shall always be maintained at a value twice or more than the Transportation, Treatment & Disposal Charges for one vehicle load waste. The said amount of interest free Security Deposit will be refunded only on the termination of this Agreement after adjusting other / pending claims of GEPIL (Haryana) against the Client, if any.

- 11.2 In case of insufficient balance (Security Deposit) in the Client's account, GEPIL (Haryana) shall not send the waste collection vehicle.
- 11.3 GEPIL (Haryana) shall raise the bill against each waste disposal consignment (towards Transportation, Treatment & Disposal Charges) within three days of receipt of the waste at the TSDF Site. The client shall pay the bill within 30 days from the date of issue of bill.
- 11.4 The Client shall, upon receipt of the bill from GEPIL (Haryana), make full payment on or before the due date mentioned in the bill. In case of delayed payment by the Client, interest at the rate of 15% per annum shall be charged by GEPIL (Haryana) on delayed payments. .
- 11.5 In case of default / dishonor in payment, GEPIL (Haryana) shall give seven days notice to Client, with information to HEMS, for settlement of outstanding dues by effecting the payment through DD/pay order along with interest else the Registration of Client shall be cancelled.
- 11.6 In the event of cancellation of Registration due to reasons mentioned under Clause 11.5, the client can re-register upon payment of balance dues along with interest through DD / Pay order apart from non-refundable re-registration charges in accordance with Clause 4.3.

## 12. **DEFAULT**

- 12.1 If the Client fails and /or defaults in the discharge of any of his obligation under the present Agreement, the GEPIL (Haryana) after serving seven days notice shall have discretion to (i) cancel the Client's Registration & refuse to accept Hazardous Waste of the Client for disposal, and (ii) notify to HEMS and HSPCB the name of the Client informing about such default.
- 12.2 In the event of Client committing any breach/violation of any condition of the present Agreement or any provision of Law / Act / Rules for the time being in force, GEPIL (Haryana) reserves its right to suspend / cancel the registration for such period as it deems fit with information to HEMS.
- 12.3 Where an offence under the Environment (Protection) Act 1986 or under the Rules framed thereunder, has been committed by the Client or is attributed to any negligence on the part of the Client which shall include its Director, Partner, Proprietor, Manager, Secretary, Officer etc. and if such Client is guilty of the offence or is liable to be prosecuted against and punished accordingly, no suit, prosecution or legal proceeding (s) shall lie against GEPIL (Haryana) for the offence committed by the Client .
- 12.4 GEPIL (Haryana) reserves its right to issue a show cause notice to the Client, with information to HEMS, if it is of the opinion that the Client has contravened the provisions of the present Agreement, requesting the Client to remedy the

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contravention within 15 days time. The said notice served shall specify the measures to be taken by the Client in remedying the said contravention.

### 13. INDEMNITIES

- 13.1 The Client shall be deemed to be in exclusive possession and control of the said Hazardous Waste and shall be fully liable and responsible for its arrangement, appurtenances and properties before completely loaded waste transport vehicle of GEPIL (Haryana) leaves the Client's premises.
- 13.2 Accordingly the Client hereby covenants and agrees to fully protect, indemnify and hold GEPIL (Haryana), its employees, agents and successors and assignees harmless against any and all claims, demands, action, suits, proceedings and judgment and any and all liabilities, costs, expenses, damages or losses arising out of or resulting from or incidental to or in connection therewith, which may be made out against successors and assignees or by third parties on account of damages or injury to property or persons or loss of life resulting from or arising out of the installation, presence, maintenance or operation or the intake arrangements, appurtenances and properties of the Client .
- 13.3 It is also agreed by and between the Parties hereto that GEPIL (Haryana) is not and shall not be liable in any manner whatsoever due to any negligence and for any reason or otherwise of the Client, in disposing its Hazardous Waste at the factory site of the Client or at any other place.

### 14. FORCE MAJEURE

- 14.1 In case of any Force Majeure event at the site of the Client, GEPIL (Haryana) shall not be saddled with any liability contingent or otherwise but in that case, it shall be the sole liability of the Client.
- 14.2 In case of any environmental risk arising during the performance of this Agreement at the TSDF site either due to Force Majeure event or due to circumstances beyond the reasonable control of the parties hereto, neither of the parties shall be liable for the consequences arising there from.
- 14.3 Both the parties hereto agree that due to change in any laws related to waste disposal mechanism / criteria or due to any directive of any Court or Authority, if GEPIL (Haryana) is to incur any additional financial burden consequent upon any alteration and / or modification in respect of land-filled waste, then, in that case the Client shall be liable to contribute for the same in proportion to its disposal of Hazardous Waste quantity in TSDF site. The actual burden shall be determined in consultation with HEMS.
- 14.4 Both the parties hereto agree that in any event of there being order in form of any injunction, stay or otherwise from any Court, HSPCB or any other Authority stopping the functioning of the Site or otherwise whereby GEPIL (Haryana) becomes unable to accept Hazardous Waste of the Client, GEPIL (Haryana) shall not be responsible or made responsible and / or be liable in any manner in that regard and that in such an eventuality, it shall be the responsibility of the Client to get the needful done in respect of disposal of its Hazardous Waste.

For Gujarat Enviro Protection And  
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**15. PREVIOUS CORRESPONDANCE**

- 15.1 Save and except all discussions and meetings held and correspondence exchanged between GEPIL (Haryana) and the Client in respect of this Agreement and any decisions arrived at therein in the past and before coming into force of the present Agreement, no reference of such discussions with the Client for interpreting the present Agreement or otherwise shall be made. Whereas, Waste Data Sheet and Application Form, will be treated as part of this Agreement.

**16. ARBITRATION**

- 16.1 In case of any dispute or difference of opinion that may arise out of the present Agreement, the matter shall be settled by the parties by mutual negotiations to be concluded within 45 days from the date of intimation of existence of dispute or difference of opinion, as the case may be, by one party to the other party, failing which, the matter shall be settled through arbitration. Both the parties shall appoint an arbitrator each, and the two arbitrators so appointed, shall appoint the third arbitrator. The third arbitrator shall be the presiding arbitrator of the panel. The arbitration shall be as per the Arbitration & Conciliation Act, 1996. The venue of arbitration shall be Faridabad. The arbitration proceedings shall be recorded in English and the arbitration award shall be final and binding on both the parties.

**17. LAWS GOVERNING THE AGREEMENT**

- 17.1 The present Agreement shall be subject to Indian Laws, rules and regulations and notifications etc. issued under such laws.

**18. AMENDMENTS:**

- 18.1 GEPIL (Haryana) may, if required at any point of time make suitable change in the present Agreement in consultation with HEMS after serving a notice to the said Client.

For Gujarat Enviro Protection And  
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SIGNED for & on Behalf of GEPIL (Haryana)

Director/Authorised Signatory

for Divya Waste Management  
Auth. Sign. 11

SIGNED for & on behalf of Client



19. **JURISDICTION**

19.1 Subject to the provisions of Clause 17 of this Agreement, the parties hereto mutually agree that the Civil Courts at Faridabad only shall have Jurisdiction for all the disputes/differences arising out of this Agreement.

20. **The Company (including its affiliate/ associate / group companies) shall have exclusive rights to avail direct/indirect concession and reliefs as may be accruing on account of this agreement under any prevailing environmental laws/rules/regulations or as may be notified from time to time."**

21. The addresses of the parties hereto, unless changed by written notification to be given at least 15 days in advance by registered letter prior to proposed date of change, shall be as follows:

- 1) M/s. Gujarat Enviro Protection & Infrastructure (Haryana) Pvt. Ltd.  
Reg. 370, S V P Road, Shop 8, Plot 384, Cigaretwala Bldg.  
Opp. CBI Prathna Samaj, Nr. Harkishandas  
Hospital, Mumbai (Maharashtra)

2)

IN WITNESS WHEREOF the parties hereto acting through their properly constituted representatives have set their hands to cause this Agreement signed and executed in their respective names and on their behalf.

For and on behalf of  
GEPIL (Haryana)  
Infrastructure (Haryana) Pvt. Ltd.

For and on Behalf of Client  
(Sign & Stamp)

..... Director/Authorised Signatory

Name : Mr. Ashwani Kumar  
Designation : (Site Head)  
Address : Gepil (hr)

.....  
Name :  
Designation :  
Address :

Witness :

Witness:

1.....

Name : Love Gautam.  
Designation : Manager  
Address : Gepil (hr)

1.....

Name :  
Designation :  
Address :

2.....

Name : Rakesh Tyagi  
Designation : Rm  
Address :

2.....

Name :  
Designation :  
Address :

For Gujarat Enviro Protection And  
Infrastructure (Haryana) Pvt. Ltd.

For Divya Waste Management Company

SIGNED and STAMP for & on  
Behalf of GEPIL (Haryana)  
Director/Authorised Signatory

Auth. Signatory  
SIGNED and STAMP for  
& on behalf of Client



## Schedule - I

Rates for Landfill, Solidification & Stabilisation and Incineration (Effective From 01/04/2023)				
	Up to 400 M T	401 To 700 M T	701 To 1200 M T	Above 1200 M T
a. Fixed Landfill Charges (Rs. Per M T)	1888	1866	1844	1831
b. Solidification & Stabilisation Charges (Rs per M T)				
Waste : Additives				
1:0.10	2712	2492	2470	2441
1:0.20	3545	3476	3439	3403
1:0.30	4200	4120	4079	4037
1:0.40	4690	4599	4549	4505
1:0.50	5182	5082	5033	4975
1:0.60	5822	5709	5652	5589
1:0.70	6462	6326	6264	6199
1:0.80	7031	6891	6818	6749
1:0.90	7538	7389	7309	7239
1:1.00	8041	7879	7800	7716
c. Variable Incineration Charges (Rs. Per M T) - for a category of waste of a particular calorific value (in KCal/Kg) as per the ranges given below :				
Calorific value				
Upto 2500 KCal/kg	21955	21299	21082	20639
Greater than 2500 & up to 4500KCal/kg	18041	17499	17324	16960
Greater than 4500 KCal/kg	15103	14640	14489	14198

**Notes:-**

- The above rates are valid up to 31.03.2024. Thereafter the rates shall attract escalation @ 4% on annual basis.
- The above rates are for the specified type of waste. In case any waste that may require special treatment prior to its disposal, the rates for such waste shall be fixed on case to case basis depending on the characteristics of waste & treatment required in consultation with HEMS
- The rates for solidification and stabilization are for the waste that requires additives up to 1:1.0 ratios. If the waste requires additives more than 1:1, the rates shall be charged depending on the quantity of additives required to be added & its bulking factor to be decided in consultation with HEMS.
- The rates of Solidification & Stabilization as well as rates for incineration include landfill charges. No extra charges will be levied for residue disposal landfill. we will charge 5% CRF charges on total invoicing as per hems guideline in case of secured landfill and Solidification & Stabilization.
- The above rates are exclusive of any statutory levies which will be payable extra.
- Process for printing of TMO @ Rs. 10/- for each.
- Further, the charges in respect of preprocessing process where ever applicable, remains unchanged and are as under:
  - Charges for de-watering/ drying @ Rs. 1000/- MT on Hazardous waste having moisture content more than 40%.
  - Charges for neutralization @ Rs. 1000/- MT on Hazardous waste having pH between 4 and 2 and greater than 12.
  - We will also be charging neutralization @ Rs. 2000/- MT on Hazardous waste having pH lesser than 2.

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Auth. Signatory





**Schedule- II Transportation  
Charges (Rs. per Km per MT)**

Revised Rates effective from 01-07-2023 (Fuel Price: 90.12 per liter)

One Way Distance	1 MT			3 MT			7 MT			9 MT			12 MT			16 MT & Above		
	Fuel cost	Other cost	Total cost	Fuel cost	Other cost	Total cost	Fuel cost	Other cost	Total cost	Fuel cost	Other cost	Total cost	Fuel cost	Other cost	Total cost	Fuel cost	Other cost	Total cost
Upto 75 KM	9.02	22.57	31.59	6.09	7.66	13.75	4.68	2.71	7.39	4.73	2.77	7.50	4.52	2.61	7.13	4.56	2.51	7.07
75 to 200 KM	9.03	16.06	25.09	5.25	5.71	10.96	4.09	1.93	6.02	4.15	1.99	6.14	3.96	1.82	5.78	4.01	1.73	5.74
>200 KM	9.03	15.15	24.18	5.25	4.99	10.24	4.09	1.59	5.68	4.15	1.65	5.80	3.96	1.57	5.53	4.01	1.47	5.48

Note:-

1. The above revised rates are based on current (revised) Diesel price of Rs. 90.12 per liter. The 'Fuel Cost' component of the rates shall be adjusted based on the rates of Diesel at Faridabad (Haryana) on quarterly basis i.e. 1st of April, July, Oct. & Jan. of each year.
2. The 'Other Cost' component of rates is firm up to 31.03.2024 and shall be subject to 3% escalation on annual basis thereafter.
3. The rates indicated above are for actual Distance of the Generator's unit from the TSDF site. The chargeable distance will be double the actual one way distance from TSDF site to the Generator's unit i.e. to & fro for full truck load. Minimum charges payable will be Truck Capacity in MT \*Rate per km/MT\*To & fro distance of Generator's unit from TSDF Site. **The Rates are Inclusive Toll Tax.**
4. The transportation rates are excluding loading, packing material, and any other statutory levies.
5. The maximum loading time and detention charges beyond the free loading time for different capacity vehicles are as given below:

Sr. No	Vehicle Capacity	Free Loading Time	Detention Charges/hr
(i)	1 MT	2 hrs	300/-
(ii)	3 MT	2 hrs	300/-
(iii)	7 MT	3 hrs	360/-
(iv)	9 MT	3 hrs	360/-
(v)	12 MT	4 hrs	400/-
(vi)	16 MT	4 hrs	400/-

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For Diva Waste Management Company

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