



INDIA NON JUDICIAL
Government of Uttar Pradesh

e-Stamp

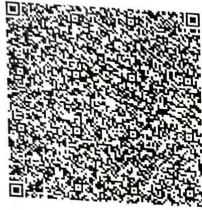


R100R100R100R100

22-Sep-2022 06:44 PM 22-Sep-2022 06:44 PM 22-Sep-2022 06:44 PM 22-Sep-2022 06:44 PM 22-Sep-2022 06:44 PM 22-Sep-2022 06:44 PM 22-Sep-2022 06:44 PM 22-Sep-2022 06:44 PM 22-Sep-2022 06:44 PM 22-Sep-2022 06:44 PM

Certificate No.
Certificate Issued Date
Account Reference
Unique Doc. Reference
Purchased by
Description of Document
Property Description
Consideration Price (Rs.)
First Party
Second Party
Stamp Duty Paid By
Stamp Duty Amount(Rs.)

: IN-UP03845732346774U
: 22-Sep-2022 06:44 PM
: NEWIMPACC (SV)/ up14087504/ GHAZIABAD SADAR/ UP-GZB
: SUBIN-UPUP1408750400416210332928U
: SHEETALA WASTE MANAGEMENT PROJECT
: Article 5 Agreement or Memorandum of an agreement
: Not Applicable
: :
: SHEETALA WASTE MANAGEMENT PROJECT
: Not Applicable
: SHEETALA WASTE MANAGEMENT PROJECT
: 100
: (One Hundred only)



Please write or type below this line IN-UP03845732346774U

AGREEMENT

This agreement made on this Day 22nd September 2022 between M/S. Chaudhary Charan Singh University, having its registered Office at CCS University, University Road, Meerut, U.P. 250004 and its Plant located at, CCS University, University Road, Meerut, U.P. 250004 (hereinafter called as "**FIRST PART**") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors nominees and assigns of the First Part.

AND



27
Finance Officer
Ch. Charan Singh University

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at www.shilestamp.com or using a Stamp Mobile App of Stock Holding Corporation of India.
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App shall be considered invalid.
3. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

SHEETALA WASTE MANAGEMENT PROJECT SHEETALA WASTE MANAGEMENT PROJECT SHEETALA WASTE MANAGEMENT PROJECT SHEETALA WASTE MANAGEMENT PROJECT SHEETALA WASTE MANAGEMENT PROJECT

M/s. SHEETALA WASTE MANAGEMENT PROJECT(India) a partnership firm registered under the Partnership Act with its registered office at 78/2, Gaur Plaza, Main G.T. Road, Lal Kuan, Gautam Budh Nagar, Uttar Pradesh - 201009, duly registered with UP Pollution Control Board, having its Common Hazardous Waste Treatment, Storage and Disposal Facility (CHWTSDF) at D-26, UPSIDC Industrial Area, Sikandrabad, Bulandshahr,U.P. 203206, duly authorized by the UPPCB, under the Environment Protection Act 1986 and the Hazardous & other Waste (Management & Transboundary Movement) Rules 2016 and/or the E-Waste (Management) Rules 2016, and/or M/s HINDUSTAN PETRO LUBE (India), a partnership firm registered under the Partnership Act, duly registered with UP Pollution Control Board with having its treatment, storage and recycling facility of Used Oil/Waste Oil at A-3/9, UPSIDC Gopalpur, Sikandrabad, Bulandshahr, U.P. – 203205, duly authorized by the UPPCB, under the Environment Protection Act 1986 and the Hazardous & other Waste (Management & Transboundary Movement) Rules 2016, as amended from time to time, represented by its Director/Partner, (hereinafter called as “**SECOND PART**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, nominees and assigns of the Second Part).

WHEREAS FIRST PART is engaged in the field of **Laboratory Work** and during the said process/ activities different types of wastes including Hazardous Waste are generated as per Annexure I to this Agreement.

AND WHEREAS the FIRST PART desires that the Hazardous Waste, being generated at its production unit mentioned above, to be lifted, transported, treated, stored and disposed of, by utilizing the services of SECOND PART, as per the Pollution Control Board Authorization (list of Hazardous Wastes and their tentative quantity, which would be generated at the FIRST Part's plant located at its **Plant located at CCS University, University Road, Meerut, U.P. 250004** is enclosed herewith marked as Annexure I.

AND WHEREAS the SECOND PART has represented and assured to First Part that it's Facility **D-26, UPSIDC INDUSTRIAL AREA, SIKANDRABAD, BULANDSHAHR, U.P. 203206** and A-3/9, UPSIDC Gopalpur, Sikandrabad, Bulandshahr, U.P. – 203205 is duly authorized by the concerned State Pollution Control Board and further capable of handling the Hazardous Waste generated at the First Part's premises.

AND WHEREAS FIRST PART has agreed to avail the services of Second Part for treating the Hazardous Wastes, in its above-mentioned facility/facilities.

SCOPE OF SERVICES (SOS)

1. SECOND PART shall at all times comply with all the provisions of Hazardous & other Waste (Management & Transboundary Movement) Rules, 2016 as amended from time to time framed by MOEF/CPCB. SECOND PART shall follow Ministry of Environment & Forest, Central Pollution Control Board and State Pollution Board guidelines, future amendments and latest disposal technologies.
2. FIRST PART will maintain and provide details of the Hazardous Waste as per the provisions in various Forms prescribed in the Hazardous & other Waste (Management & Transboundary Movement) Rules, 2016.
3. FIRST PART to provide the entire process detail which leads to generation of Hazardous Waste and its tentative Quantity per month or year to SECOND PART for the purpose of determining the waste characteristics and to decide parameters for comprehensive analysis and process for disposal. However, it is specifically agreed between the parties that the process details provided by FIRST PART shall be kept confidential and Second Part shall not disclose it to any third party without the First Part's prior-written consent.


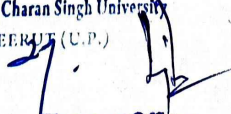

University Engineer
Chaudhary Hari Singh



Finance Officer
Ch. Charan Singh University
Meerut



4. FIRST PART shall provide comprehensive Laboratory Analysis Report from a CPCB approved Laboratory of each type of Hazardous Waste for Finger Print Analysis.
 - a. In the event there are differences in the analysis results; FIRST PART shall send its samples to a mutually agreed THIRD PARTY at their own cost. New Comprehensive Analysis Reports shall be provided by FIRST PART when there is a change in the Hazardous Waste characteristics, manufacturing process or change in the product mix etc.
 - b. Reports must be provided to SECOND PART via Electronic mail as well as by courier/speed post prior to scheduling pick-up of Hazardous Waste.
5. The comprehensive Laboratory Analysis Report shall determine the disposal Pathway based on the Waste Characteristics and as per Waste Acceptance Criteria given to the FIRST PART and any other condition/solution that would help in safe disposal of Hazardous Waste. Disposal Pathway is mutually agreed between FIRST PART and SECOND PART.
6. SECOND PART to lift, transport through authorized vehicles, treat, store and dispose of Hazardous Waste of FIRST PART as per the guidelines prescribed by Pollution Control Board.
7. Upon receiving the request from FIRST PART, the SECOND PART shall plan and schedule lifting logistics of the Hazardous Wastes from the premises of FIRST PART within two(2) business days.
 - a. FIRST PART shall keep ready the Hazardous Waste as per the mandate given to SECOND PART for collection, as it is a common facility catering to diverse wastes.
 - b. FIRST PART shall ensure that Hazardous Wastes must be packed in proper leak proof Bags/polythene Bags/suitable containers for its safe transportation.
 - c. FIRST PART will have to pay actual transport charges to SECOND PART, in case/for any reason, the SECOND PART's Vehicle is sent back without giving the Hazardous Waste even after being requisitioned by FIRST PART.
 - d. FIRST PART can also send HW to SECOND PART's plant directly as per the mutual consent and agreement.
8. FIRST PART shall ensure that the above Hazardous Waste must be packed & labeled as per rules in proper containers/bags during transit to SECOND PART plant. Containers/Bags arranged by FIRST PART shall be of Metallic/PVC/Leak proof Bags and kept at the storage place under cover.
 - a. Container/Bags weight will also be added to the total weight of the material.
9. FIRST PART is responsible to segregate/store/accumulate/fill/load the Hazardous Waste in the container provided by FIRST PART in a neat and proper manner and so also, the container area should be accessible to SECOND PART's vehicle, to come and lift the Waste.
 - a. The SECOND PART/Transporter reserves the right to reject lifting of Hazardous Waste spilled over the ground and container whose exteriors are soiled by Hazardous Waste spillage due to leakage or any other reason.
10. FIRST PART will provide manpower and Material Handling Equipment at its own cost to lift and load the , containers at the FIRST PART premises.


University Engineer
Chaudhary Charan Singh University
MEERUT (U.P.)

Finance Officer
Ch. Charan Singh University
Meerut



11. SECOND PART shall indemnify and keep indemnified FIRST PART from all losses, damages, and third-party claims after taking out Hazardous Wastes from the premises of the First Part
12. If FIRST PART provides any false information/declarations or withholds information in relation to the provisions of Hazardous Waste rules at any time during the term of this Agreement, all charges of Hazardous Waste during transportation, handling, treatment and disposal including post-disposal period shall remain vested at the responsibility of FIRST PART.
13. The charges for collection, treatment, storage, and disposal facility will be applicable to FIRST PART/SECOND PART as per Annexure - I.
 - a. FIRST PART shall make payment for Waste Management Services to SECOND PART and vice-versa per User Charges and other terms and conditions as per payment terms outlined in Annexure - I.
14. First Part shall at all times comply with all the provisions of the Acts and Rules from time to time in force and the Guidelines issued from time to time regarding handling of Waste involving the collection, storage, transportation and delivery thereof, and shall, without prejudice to the generality of the foregoing, also comply with all Environmental Protection Laws, Safety Laws and Regulations from time to time in force and the Rules, Regulations and Notifications made or issued there under from time to time.
15. FIRST PART & SECOND PART shall indemnify and keep indemnified each other at all times from and against all actions, suits, proceedings, claims, third party claims, costs, payments and expenses of whatsoever nature made or suffered or incurred by the other PART whether by reason of or by virtue of non-performance or non-observance or non-compliance by either PART, of any terms and conditions of this Agreement or of the relevant Act, the Rules and the Guidelines.

Now, therefore, those present witnessed and it is hereby declared and agreed by and between the Parties as follows: -

- A.1 - This agreement is valid for One Years from **22-09-2022** to **21-08-2023** and can be renewed thereafter on similar or revised terms and conditions as mutually agreed between the parties.
- A.2 - SECOND PART will lift and dispose waste from FIRST PART only if FIRST PART has valid & active legal authorization/consent to generate waste and operate the specified unit by relevant SPCB.
 - a. First Part states that it has valid unexpired Air / Water Consent under Section 25/26.21/22 of the Water Act, 1974 & Air Prevention and Control of Pollution with **Ref No. AWAITED**. The consent is valid from **AWAITED**.
 - b. The PAN Number of First Part is **AAAGC0339P**
 - c. The GST Registration Number of First Part is **09AAAGC0339P2Z8**
- A.3 - SECOND PART must legally and safely collect, transport, treat, dispose hazardous waste from FIRST PART during the agreed period per rates agreed while this Agreement is in force and payments made as per Agreement terms.
- A.4 - If all the terms and conditions as per the clauses of this Agreement are adhered to by FIRST PART, it will be SECOND PART's responsibility to lift, transport, treat and dispose of the Hazardous Wastes generated by



University Engineer
Chaudhary Charan Singh University
MEERUT (U.P.)


Finance Officer
Ch. Charan Singh University
Meerut



FIRST PART in accordance with prevailing Govt. Rules and FIRST PART shall not have any liability whatsoever in this regard.

- A.5 - The modes of disposal are dependent on the Hazardous Wastes' characteristics and FIRST PART shall not have any liability whatsoever in this regard.
- A.6 - FIRST PART shall use the services of the SECOND PART during the period of this contract to dispose generated hazardous waste at agreed prices, while the agreement is in force.
- a. The User Charges are subject to Annual Revision on the basis of Govt. of India Wholesale Price Index [WPI], (Commodities Index-All India) and once a quarter in the event of escalation of fuel costs and on major price escalations, escalation of fuel costs viz., Power Tariff, change in Disposal Technologies/Method, Wage Hike etc., For the purpose of escalation in fuel cost, 30% of freight rate will be considered as fuel element of the cost.
- A.7 - SECOND PART reserves the right to cancel this Agreement if FIRST PART fails/refuses to pay the bills/dues as per the payment terms applicable to FIRST PART as mentioned in Annexure - I. A Notice period of maximum Fifteen (15) days will be allowed from the date of submission of Invoice. If FIRST PART fails to pay in settlement of the Invoice, it shall be liable to pay interest @ 18% per annum and this may also result in cancellation of First Part's Membership, forfeiture of deposit and termination of this Agreement.
- A.8 - This Agreement is on principal-to-principal basis and nothing contained herein shall be deemed to constitute a partnership, joint venture or agency by and between the parties hereto.
- A.9 - If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future laws, such provisions shall be deemed terminable and the remaining parts and provisions of this agreement shall remain in full force and effect.
- A.10- Either Part shall have the right to terminate this Agreement upon giving 30 days written notice to the Other Part with a reasonable cause and mutually agreed by both the parties.
- A.11 - It is clearly and expressly understood by and between the parties that the activity of lifting, transportation, treatment, storage and disposal of Hazardous Wastes is an independent contract and it does not come within the purview of the FIRST PART's manufacturing and selling activities.
- A.12 - Any dispute arising on any clause or clauses of this Agreement and the contents of the Annexure hereto between FIRST PART and SECOND PART shall be referred to an Arbitrator of repute by SECOND PART. The arbitration proceedings shall be conducted in English and shall take place at Ghaziabad, India. The arbitral award, including interim awards, if any, shall be final and binding upon both parties.
- A.13 - Subject to the provisions of the foregoing clause, FIRST PART and SECOND PART mutually agree that the courts of Ghaziabad alone, to the exclusion of any other, shall have the jurisdiction.


University Engineer
Chaudhary Charan Singh University
MEERUT (U.P.)


Finance Officer
Ch. Charan Singh University
Meerut



This Agreement is signed on this day, 22nd SEPTEMBER 2022 at GHAZIABAD, UTTAR PRADESH-201001.

For Chaudhary Charan Singh University

For Sheetala Waste Management Project

Authorized Signatory

(
Mobile: 27

Finance Officer
Ch. Charan Singh University
Meerut

Witnesses:

1. Name & Designation **University Engineer**
Chaudhary Charan Singh University
MEERUT (U.P.)

2. Name & Designation

GST: 09AAAGC0339P2Z8

PAN: AAAGC0339P

Phone: 81269 01901

E-Mail: aemaneeshmishra@gmail.com

Director / Partner / Authorized Signatory



1. *[Signature]* 9310404938 |
87553885 91

2.

ANNEXURE - I

Waste Management & Handling Service Charge

This annexure is in conjunction with Agreement signed between FIRST PART (M/S. Chaudhary Charan Singh University) and SECOND PART- SHEETALA WASTE MANAGEMENT PROJECT on 22nd September 2022.

Please note that a lifetime membership fees of INR 15,000 plus (+) GST (18%) will be applicable.

Category – A (Payable by Sheetala Waste Management Project)

Sl.No.	Type Hazardous /Non-hazardous Waste	Approx.Quantity	SWMP/HPL Rates
1.	HW MS/PVC OIL Drums /Barrels Hydraulic Oil 220 liters	TBA	Rs.3800/-(Three Thousand Eight Hundred Only per drum) + GST 18% (Payable By HPL)
2.	E-Waste(Electrical/Electronic i.e. Desktop.Laptop.Monitor.CPU.UPS . (Recyclable) & in good condition having proper power supply. Memory. mother board .connections , DVD Drive etc)	TBA	Rs.18 Per Kg + GST 18%
3.	Waste Battery Without water and sludge	TBA	Rs.38 Per Kg + GST (18%)
4.	HW MS/PVC Empty Drums /Barrels 220 liters	TBA	Rs.380/-(Three Hundred Eighty Only per drum) + GST 18%


University Engineer
Chaudhary Charan Singh University
MEERUT (U.P.)




27
Finance Officer
Ch. Charan Singh University
Meerut

Category-B Disposal Charges (Payable By Chaudhary Charan Singh University.)

Sl.No.	Type Hazardous /Non-hazardousWaste	Approx. Quantity	SWMP Rates in Rs. Per KG / Piece
1.	Incinerable: Cotton waste, Oil-Soaked cotton, Gloves , Waste Coolant etc.	TBA	Rs.14/KG + GST(18%)
2.	E-waste Segregation and Dismantle	TBA	Rs.18/KG + GST(18%)
3.	DG Set Filters (Small)	TBA	Rs. 25 Per piece + GST (18%)
4.	DG Set Filters (Big)	TBA	Rs. 35 Per piece + GST (18%)
5.	Chemical Sludge / Waste Oil	TBA	Rs.15/KG + GST (18%)
	Transportation		As Actual

- **PAYMENT TERMS:**
The Customer shall make Full Payment within 15 days


University Engineer
 Chaudhary Charan Singh University
 MEERUT (U.P.)




Finance Officer
Ch. Charan Singh University
 Meerut

TERMS & CONDITIONS

- a) FIRST PART shall ensure that the above Hazardous Waste must be packed in proper containers/gunny bags so as to prevent any damage/spillage of the material, during transit at FIRST PART plant. Containers/Gunny bags arranged by FIRST PART shall be of metallic/PVC and kept at the storage place under cover. Containers' weight will also be added in the weight of total Hazardous Waste/Non-Hazardous Waste and those are not on returnable basis.
- b) FIRST PART shall deliver their waste at SECOND PART unit at D-26, UPSIDC Industrial Area, Sikandrabad, Bulandshahr, U.P. 203206 and/or A-3/9, UPSIDC Gopalpur, Sikandrabad, Bulandshahr, U.P. – 203205 at its own cost.
- c) Member have to ensure a lifting of minimum 200 kg waste in one time per quarter or Rs/-3000 + GST 18% minimum charges whichever is higher.
- d) The transport charges are subject to revision if fuel prices are increased or decreased by Government.
- e) Leak-proof packing & proper correct labeling as per HW Rules will be ensured by FIRST PART for safe transportation. Waste material shall be properly packed, sealed and labelled by the FIRST PART as per Rules.
- f) Payments shall be made through Cheque/NEFT/ RTGS.
- g) TAXES / LEVIES: - All Government / Municipal Taxes / Duties/ Levies/ Octroi / Service Tax or GST / Tolls etc., as applicable from time to time, will be payable by FIRST PART.
- h) There shall be NO goods / waste sent (or given) by FIRST PART to SECOND PART other than mentioned in this Annexure or mutually agreed & signed between the parties.


University Engineer
Chaudhary Charan Singh University
MEERUT (U.P.)



SWMP Incineration Facility: D-26, UPSIDC Industrial Area, Near Ghaziabad, U.P.

SWMP (HPL) Refinery: A-3/9, UPSIDC Gopalpur, Sikandrabad, Bulandshahr--UP


Finance Officer
Ch. Charan Singh University
Meerut