

हरियाणा HARYANA HAZARDOUS & E-WASTE MANAGEMENT AGREEMENT

L 665349

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The Agreement is entered into at GHAZIABAD on this day 12TH day of DEC, 2023

By and Between

NAV PRABHAT FOUNDATION, a company (reg as an NGO) incorporated under the Companies Act 2013 having its registered office at A-1107, CLASSIC RESIDENCY, RAJ NAGAR EXTN, GHAZIABAD, UP referred to as First Party which expression shall unless contrary to and or repugnant to the context mean and include its successors representative and permitted assigns through its authorized signatory to enter into and sign this Agreement for and on behalf of the First Party.

RACE ECO CHAIN LTD, a company incorporated under the Companies Act 1956 having its plant/office located at \$6/33, SITE IV INDUSTRIAL AREA, SAHIBABAD, GHAZIABAD there in after referred to as Second Party which expression shall unless contrary to and or repugnant to the context mean and include its successors representative and permitted assigns through its authorized signatory to enter into and sign this Agreement for and on behalf of the Second Party.

- A) The first party is an Authorized HAZARDOUS & E-waste Recycler approved by Haryana State Pollution Control Board (HSPCB) under the E-waste (Management) Amendment Rules, 2018.
- The Second Party in Compliance of HAZARDOUS & E-Waste (Management) Amendment Rules, 2018, has appointed the first party to fulfil its obligations under the E-waste Management, Rules for management of theirs Electronic Waste except liquid waste.

Now, this Agreement witnesses the following terms & conditions to be performed by both the parties to the Reg. No. 27326

- The first party has agreed to pick up, transport, carry and recycle/dispose of the HAZARDOUS & E-waste from the second party as per norms prescribed by the Government Authorities from time to time.
- 2. The E-waste Plant of the First Party is located at Industrial Plot No: VILLAGE BUKHARPUR, NEAR IMT, SEC-02, FARIDABAD, HARYANA.
- 3. The first party has agreed to make available Utilization Certificate confirming that E-Waste provided by the Second Party to the First Party has been recycled/disposed of as per norms prescribed by the Government Authorities within 90 days of the pickup of the E-Waste.
- The second party will be sign required documents to acknowledge that E-Waste has been handed over to the First Party.
- The second party will accumulate all E-waste and inform the first party once a reasonable volume has accumulated. The pickups confirmed by the Second Party will be carried out on a priority basis within three days (72 hours) from the date of request.
- 6. The Second party has agreed to handover the E-waste, the details of which are mentioned below to the first party on "as it where is basis".
- The second party has agreed that general waste such as municipal solid Waste and/or any other hazardous will not be included in the E-Waste.
- The second party's responsibility will cease once electronic waste has been handed over to the First Party.
- This agreement will be in force for a period of 1 (ONE) year from the date of execution of this Agreement and can be renewed at the end of every period by mutual consent.
- 10. It is clearly agreed that all the E-Waste procured by or in the possession of the second party will be exclusively managed by the first party as per the terms and conditions specified above.
- Records & date of the e-waste material procured will be maintained and transparently shared by the first party.
- 12. Either party can terminate this Agreement by giving 30 days written notice in advance to the other party citing reasonable grounds for such action. However, the other party is not entitled to claim any compensation for such premature termination if with if with reasonable sufficient grounds.

Details of HAZARDOUS & E-Waste:

. For all E-Waste and Electrical items, the rate will be @ Rs 20/kg.

 For Lights and Fixtures, the rate will be dependent upon the quantity and prevailing disposal rates at that point.

All applicable takes extra.

"First Party"

M/S NAV PRABHAT FOUNDATION,

"Second Party"

M/S RACE ECO CHAIN LTD

Authorised Signatory

Authorised Signatory