

भारतीय गैर न्यायिक



INDIA NON JUDICIAL

H 671296

हरियाणा HARYANA

THIS Agreement is made at Faridabad on this 06 day of 02 - 2021

BY AND BETWEEN

Gujarat Enviro Protection and Infrastructure (Haryana) Pvt. Ltd., a company incorporated and registered under the provisions of the Companies Act, 1956 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

AND

M/s. Cold Forge which is a Company / Partnership Firm / Proprietary Concern duly incorporated under the provisions of Faridabad located at Plot No-181, Sector-24 and having its registered office at 481, Sector-09, Faridabad (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, 1st 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 19th April 2005.

For Gujarat Enviro Protection And Infrastructure (Haryana) Pvt. Ltd.
SIGNED for & on Behalf of GEPIL (Haryana)

For COLD FORGE
[Signature]
Authorised Signatory
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 07th January 2021. 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 07th January 2021. 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.