



Honda Motorcycle and Scooter India Pvt. Ltd.

Plot No. 1, Sector - 3, IMT Manesar,

Distt. Gurugram (Haryana) 122050

Tel. : 0124-2290011, 6712800, Fax : 0124-6712999

## Memorandum of Understanding

THIS MOU is issued on **26<sup>th</sup> September 2022** for disposal of **Hazardous Waste** generated at **Honda Motorcycle and Scooter India Pvt. Ltd. (herein after referred to as the "HMSI")** a Company incorporated under the Indian Companies Act, 1956, having its Factory at **T. Poddar Industrial Park, Vithalapur, Mandal, Ahmedabad, Gujarat – 382120.**

AND

**Chetankumar Virchandbhai Shah Multi Services Pvt. Ltd.** herein after called ("CVSMSPL"), a company incorporated under the provisions of Indian Companies Act, 1956 having its Registered office at **20, Bhagwati Nagar Society, Dharam Cinema Road, Mehsana Gujarat-384002.** (herein after referred to as the **SECOND PARTY**) (which expression include their successor's affiliates and assigns, unless such inclusion is inconsistent with the context or meaning thereof).

AND WHEREAS CVSMSPL as service provider desires to dispose off Hazardous Waste i.e. all type of Hazardous Waste (Solid, Semi Solid & Liquid) being generated at HMSI mentioned above to be used for Co-processing by utilizing the services of following Industries having authorization from respective State Pollution Control Board (SPCB).

**1. M/s. JK Lakshmi Cement Limited**

**Address: Village: Jaykaypuram, Tehsil: Pindwara, Dist: Sirohi, Rajasthan.**

**2. M/s. Udaipur Cement Works Limited**

**Address: Shripati Nagar, PO CFA, Near Dabok, Tehsil: Mavli, Dist: Udaipur,**

**Rajasthan.**

**3. M/s. Nuvoco Vistas Corporation Limited**

**Facility- 01 Address: At Tehsil: Jaitaran, Dist.: Pali, Rajasthan.**

**Facility 02 Address: At Village: Bhavaliya, Tehsil: Nimbahera, Dist.: Chittorgarh, Rajasthan.**

NOW THE DEED THEREFORE THOSE PRESENT WITNESSETH AND IT IS HEREBY DECLARED AND AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:

*Jayant Chauhan*

*Mahabir Khot*

*Suraj Thapa*

*Manish Dua*

*Akira Toyama*

*Naveen Awal*

Registered Office : Plot No. 1, Sector - 3, IMT Manesar, Distt. Gurugram, (Haryana) 122050

Tel. : 0124-2290011, 6712800, Fax : 0124-6712999, [www.honda2wheelersindia.com](http://www.honda2wheelersindia.com) CIN - U35912HR2001PTC034649

1. CVSMSPL will arrange PCB authorized transportation through co-processing units as mentioned above facilities to **HMSI** facility as and when required basis within 48 hours prior intimation time. **CVSMSPL** will inform to above mentioned respective co-processing units before ONE day for dispatch plan. However, for regular working frequency can be decided on quarterly/monthly.
2. **HMSI** shall be responsible for loading of the Hazardous Waste at facility and **CVSMSPL** will take care for safe loading and movement.
3. The disposal charges for co-processing, pre-processing/ treatment, transportation from **HMSI** to above mentioned respective co-processing unit / facility would be paid by **HMSI** to **CVSMSPL** as per commercial terms.
4. **Term of the MOU:** The period shall remain in force for the Active Term for **Five Years** from 20-Jul-22, unless terminated earlier due to any of the reasons mentioned in this MOU.
  - 4.1 **CVSMSPL** shall provide Membership of Facility at free of cost to **HMSI** during the period of agreement.
  - 4.2 This MOU may be Modified or Amended or Revised only by writing, duly executed by or on behalf of the parties hereto.
5. Notwithstanding anything else contained herein, neither PARTY hereto shall be liable for damages or to have this MOU terminated for any delay or default in the performance of such PARTY hereunder if such delay or default in performance derives from conditions beyond the reasonable control of such PARTY, including but not limited to, acts of God, strikes, fires, floods, extreme drought, riots, abnormal work stoppages, embargoes, governmental actions or damage to the plant or facility or any cause unavoidable or beyond the control of either party including any arbitrary ruling by the Government prohibiting the handling of the Waste or continuing domestic or international problems such as wars or insurrections.
6. This MOU shall be deemed to represent the entire MOU between the parties hereto regarding the subject matter hereof and shall supersede, cancel and replace any and all prior MOUs, agreements or arrangements, if any, in this behalf, by and between the parties hereto.
7. Nothing contained herein shall be deemed to constitute a partnership, joint venture or agency by and between the parties hereto.
8. This MOU may be modified or amended only by writing, duly executed by or on behalf of the parties hereto.

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9. Any terms and conditions of this MOU may be waived at any time by the party that is entitled to the benefit thereof. Such waiver must be in writing and must be executed by an authorized officer of such party. A waiver on one occasion will not be deemed to be a waiver of the same or any other breach or non-fulfilment on a future occasion.
10. In the event that any provisions of this MOU are held to be illegal, invalid or unenforceable under any present or future law such provisions shall be deemed terminable, and the remaining parts & provisions of this MOU shall remain in full force & effect.
11. Either party shall have the right to terminate the MOU by giving 30 days written notice to the other party.
12. In case of any dispute or difference whatsoever arising between parties out of or in relation to construction, meaning, scope, operation or effect of the contract or validity or breach thereof including nullity of contract, parties shall make a good faith effort to amicably resolve such disputes.
13. Online Manifest, TREM Card and Material Gate pass to be generated by HMSI to in Name of above mentioned respective co-processing facilities and Invoice for the services as well as for the disposal will be raise by CVSMSPL.
14. It will be CVSMSPL responsibility to submit signed / acknowledged manifest copies timely to **HMSI** for each consignment as receiving from co-processing facility.
15. Transportation and Disposal at co-processing facility will be in CVSMSPL Scope.
16. Spilling and all type of issue regards to Transportation will be taken care by CVSMSPL.
17. Charges as below as per commercial terms will be charged to **HMSI** by CVSMSPL as below

Type of Wastes	Co-processing Charges Rs. per MT (Inclusive Transportation)
Phosphate Sludge, Jig Stripping (Paint) Waste, Waste Oil Filters, Flue Gas Cleaning Residue, Spent ion Exchange Resin	7,900.00
Paint Sludge	7,000.00
Spent Solvent	8,900.00
Metal Dust (Oil Contaminated)	7,500.00
Oil-Soaked Gloves, Cloth, Wastage	12,400.00
ETP Sludge	6,900.00

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18. Payment terms will be 30 days from invoicing date.
19. GST will be charged extra as per Government guideline.
20. CVSMSPL will submit below documents for each consignment with Invoice
  - Copy of Manifest (Form 10) Blue Copy
21. ANTI BRIBERY

The Parties and any other persons acting for or on their behalf represent and warrants that no bribe, **gift, donation or entertainment** has been **received or** paid and will not be **received or** paid in future in relation to this engagement or agreement. Further, the Parties shall comply with the provisions of Anti-Corruption Laws, as may be applicable. The Other Party to this Agreement shall not cause Company to be in violation of any Anti-Corruption Laws. The Parties herein understand that violation of the Anti-Corruption Laws is a serious crime. In order to prevent such violation, each Party herein shall maintain and undertake to keep up to date its own compliance policy to ensure that (a) all applicable Anti-Corruption Laws shall be complied with, (b) reasonable measures are taken to prevent the occurrence of a violation of any Anti-Corruption Laws and (c) a reasonable monitoring system is implemented to detect the occurrence of any violation of any Anti-Corruption Laws by the Parties. The breach of this clause shall be construed as a material breach and Company may forthwith terminate this Agreement in this case.

## 22. PROTECTION OF PERSONAL INFORMATION:

- (1) In the event a party to this Agreement shall disclose to the Other, any information (“Personal Data”) relating to an identified or identifiable natural person, then with respect to such Personal Data, the Other Party shall:
  - (i) Collect, store, disseminate, retrieve, use or disclose such Personal Data only for the purposes of this Agreement / contract.
  - (ii) Not disclose Personal Data to any person or entity other than its employees who may be requiring access to such information in order to provide services in connection with the Contract.
  - (iii) Not place the Other Party in breach of any of the requirements of the applicable laws with respect to Privacy.
  - (iv) Promptly notify the Other Party if it receives any legally binding request for disclosure of the Personal Data.
  - (v) Promptly notify the Other Party in case of any accidental or unauthorized access or disclosure of the Personal Data.
- (2) The Other Party to the Contract under no circumstances will become the owner of the Personal Data disclosed under this Contract.
- (3) The Parties to this Agreement agrees and undertakes to comply with the requirements of applicable Data Protection Laws in connection with performance of its obligations under this Contract.

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- (4) The Parties to this Agreement shall be liable to maintain technical and organizational processes and procedures that ensure a level of security appropriate to the risks represented by the processing and the nature of the data to be protected to safeguard all personal information from and against any accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access.

## 23. CONFIDENTIALITY

The Parties shall, during the Term of this Agreement and after its termination, keep confidential and not use or disclose to any person the terms & conditions of this agreement and any of the information including but not limited to any information relating to business or Operations shared in pursuance of or under this Agreement pertaining to the Disclosing Party. The parties shall use their best endeavors and take all reasonable steps to minimize the risk of disclosure of confidential information by their employees, agents and others except insofar as it is expressly permitted under this Agreement or for the purpose of carrying out its obligations under this agreement. Divulging of any confidential information by any of its staff / employees / representatives/agents of the Other Party shall be treated as divulgement of confidential information by the Other Party and the Other Party shall be held liable for breach of this agreement.

The confidential information shared in pursuance of or under this Agreement shall either be returned or destroyed by the Receiving Party to the satisfaction of the Disclosing Party, without retaining a copy of the same, at termination / expiry of the Agreement, as the case may be.

Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.; or (e) that is required in any legal or regulatory proceeding, or by operation of law or regulation, with prior information to the Disclosing Party.

The obligations contained in this Section shall survive the termination or expiration for a period of 5 years of this Agreement.

## 24. DISPUTE RESOLUTION AND GOVERNING LAW

For all purposes in relation to this agreement, the courts at Gurugram alone shall have exclusive jurisdiction. No other courts shall have jurisdiction to deal with any dispute or any matter between the parties arising out of this agreement.

This Agreement shall be construed in accordance with and be governed by the Laws of India.

*Jayant Chauhan*

*Mahabir Koth*

*Suraj Thapa*

*Manish Dua*

*Akira Toyama*

*Naveen Awal*

**IN WITNESS WHEREOF the Parties hereto set their hands on this agreement on the date, month and year herein before first mentioned.**

**Honda Motorcycle and Scooter India  
Pvt. Ltd.**

**Chetankumar Virchandbhai Shah Multi  
Services Pvt. Ltd.**

Signature valid

Digitally signed by  Takahiro Honda  
Date: 2022.10.13 17:06:37 +05:30

**Takahiro Honda  
(Director)**

**Swapnil Shah  
(Director)**

*Jayant Chauhan*

*Mahabir Khoth*

*Suraj Thapa*

*Manish Dua*

*Akira Toyama*

*Naveen Awal*

HMSI L&S/BJ/7337