

हिमाचल प्रदेश HIMACHAL PRADESH

18AA 686874

DATED - 01-02-2023

AGREEMENT

This AGREEMENT is entered at Central University of Himachal Pradesh, Dharamshala on this ~~1st~~ Day of the month of ~~January~~, 2023
FEBRUARY

Between


M/s SHIVALIK SOLID WASTE MANAGEMENT LIMITED Unit-II having its registered office at : Village Majra P.O Dabhota, Tehsil Nalagarh (H.P.), Works at: Village Upperla Nangal, PO & Tehsil Nalagarh, Distt Solan (H.P.), a Company registered under the Companies Act, 1956 and currently represented by its CEO Shri Ashok Sharma, Age about 62 years residing at Zirakpur (PB) (hereinafter referred to as "SSWML", which expression shall where context so requires or admit of, be deemed to include its successors or assignees) of on one Part.

AND

The Central University of Himachal Pradesh having its registered office at Dharamshala and currently represented by its Registrar, Authorized Signatory Prof. Vishal Sood age about 45 years, (Hereinafter referred to as MEMBER which expression shall where the context so requires or admits of, be deemed to include its successors or assignee) of the other Part.

AND WHEREAS, the foremost and the sole objective of SSWML is to prevent Environmental Pollution Hazards and to observe the existing laws on Environmental Pollution Control.




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AND WHEREAS, the MEMBER desires to send its **E-Waste/ CFL Bulbs & Tubes** (hereinafter referred to as 'HAZARDOUS WASTE') to the SSWML as per the norms of Himachal Pradesh State Pollution Control Board (hereinafter referred to as "HPSPCB") and the SSWML having requisite facilities in this behalf, agrees to receive the E-Waste/ CFL sent by the MEMBER on the terms and conditions stated hereunder, which have been mutually agreed to by and between SSWML and the MEMBER.

AND WHEREAS, the parties hereto have decided to execute a DEED OF AGREEMENT.

NOW THIS AGREEMENT WITNESSES and it is hereby, mutually agreed by and between the parties hereto as follows:

1. DEFINITION 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 0800 hours on the first day of calendar month and ending at 0800 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 0800 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 0800 hours from a day.
- 1.7. The headings of or titles to the clauses in this AGREEMENT shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the AGREEMENT.
- 1.8. Words imparting the singular only also include the plural and vice versa, where the context so requires.
- 1.9. The present agreement is entered in to by SSWML for collection storage, transportation and disposal of **E-waste/CFL only** of its members.

2. PERIOD OF AGREEMENT

- 2.1. This Agreement shall come in force w.e.f. **01st February, 2023.**
- 2.2. Both the parties hereto agree that the present Agreement shall automatically come to an end in any of the following eventualities.
 - I) On expiry of Authorization granted to the Member and the same having not been renewed or the same having been not granted by HPSPCB.
 - II) On expiry of the present Agreement, where no fresh Agreement is signed and executed between parties hereto as mentioned above.
 - III) On Authorization to SSWML being cancelled, refused or not granted by HPSPCB.
3. Both the parties hereto further agree that in case of the present Agreement coming to an end owing to any of the aforesaid eventuality, it will be the sole responsibility of the Member to handle and treat its Hazardous waste in accordance with the relevant provisions of law and that SSWML will not be responsible in any manner whatsoever in respect of the Hazardous waste of the Members.



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कुलपति सचिवालय, एच.पी.सी.ए. क्रिकेट स्टेडियम

4. OBLIGATION OF THE SSWML & MEMBERS

- 4.1. For the facility of Members SSWML will be making an arrangement for lifting the E-Waste/ CFL, still its discretion of the Member in case want to have his own arrangement with the designated Trucks as per Guidelines of CPCB.
- 4.2. SSWML will provide manifest Form 6 the member industries when lift the E-Waste/CFL
- 4.3. The MEMBER alone shall be liable for any action initiated against the MEMBER under Hazardous wastes (Management and Handling) Rules, 1989 or any other Pollution Laws or any other relevant provisions of Law for the time being in force, by HPSPCB or any other Authority.

5. TRANSPORTATION

- 5.1. Transport of E-Waste shall be in accordance with the provisions of Rules issued by the Central Government under Motor Vehicles Act, 1988 and other guidelines issued from time to time and / or subject to the provisions of law for the time being in force.

6. FORCE MAJEURE.

- 6.1 If the performance of this Agreement or any obligations hereunder is prevented, restricted or interfered with by reason of earthquake, fire, flood or other casualty or due to strikes, riot, storms, explosions, acts of God, war, terrorism, or a similar occurrence or condition beyond the reasonable control of the Parties, the Party so affected shall, upon giving prompt notice to the other Party, be excused from such performance during such prevention, restriction or interference, and any failure or delay resulting there from shall not be considered a breach of this Agreement.

7. PREVIOUS CORRESPONDENCE

- 7.1. All discussion and meetings held and correspondence exchanged between SSWML and the MEMBER in respect of the AGREEMENT and any decision arrived at therein in the past and before the coming into force of the present AGREEMENT are herein superseded by the present AGREEMENT and no reference of such discussions or meetings or past correspondence shall be entertained by either SSWML or the MEMBER for interpreting the present AGREEMENT or otherwise.

8. LAWS GOVERNING THE AGREEMENT

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

9. AMENDMENTS

- 9.1. SSWML may at any point of time make suitable changes in the present Agreement after serving a notice to the MEMBER.

10. TERMINATION OF AGREEMENT

- 10.1. SSWML has the unrestricted right to terminate this AGREEMENT by a written notice of 90 days and deduct its all pending claims for the MEMBER.
- 10.2. This AGREEMENT can be terminated by either party after giving a written notice of at least 90 days to the other party. If the cancellation is requested by the MEMBER.

11. JURISDICTION

- 11.1. The present Agreement, SSWML and MEMBER mutually agree that the Civil Court at Nalagarh only shall have jurisdiction for all the disputes/differences arising out of this Agreement.



12. The address 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 :

ADDRESS OF PARTIES:

M/s SHIVALIK SOLID WASTE MANAGEMENT LTD Unit-II

Reg. Office : Village Majra , PO Dabhota, Tehsil Nalagarh, Distt Solan (HP) .

Works at : Village Upperla Nangal, PO & Tehsil Nalagarh, Distt Solan (H.P)

THE MEMBER:

IN WITNESS WHERE OF the parties hereto acting through their properly constituted representatives has set their hands to cause this AGREEMENT signed and executed in their respective name s and on their behalf.

For and on behalf of the Central University of Himachal Pradesh For and on behalf of the Member, SHIVALIK SOLID WASTE MANAGEMENT LTD- II.



Name : Shri Ashok Sharma
Designation : CEO
Address : SCO 20-21, Kalka Shimla Highway, Near Hotel Dolphin, Baltana, Zirakpur (PB)

Handwritten signature and date 28/01/23

Name : Prof. Vishal Sood
Designation : Registrar
Address : Central University of Himachal Pradesh

*कुलसचिव
हिमाचल प्रदेश केन्द्रीय विश्वविद्यालय
कुलपाति सचिवालय, एन.पी.पी.ए. क्रिकेट स्टेडियम
शिमला (हि.प्र.)-176215*

Witness

1. *Rajeev Sharma*

Witness

1. *Prof. A.K. Mahajan, 176215 & Director, IQAC, CUHP*

*RAJEEV SHARMA
SCO. NO. 20-21
BALTANA, ZIRAKPUR, PB*