

ଓଡ଼ିଶା ओडिशा ODISHA

H 301001

**AGREEMENT FOR "ELECTRICAL & ELECTRONIC WASTE  
MATERIAL MANAGEMENT"**

THIS AGREEMENT ("AGREEMENT") is entered into with effect from 1<sup>ST</sup> Day of NOVEMBER 2017.

By and Between:

M/s. SANI CLEAN PVT. LTD.(hereinafter referred to as "FIRST PARTY"), a corporation within the meaning of the laws of India, with its registered office at Plot No.-N4/42-F, IRC Village, Nayapalli, Bhubaneswar -751015, Odisha having its Government authorized Collection unit at Tangiapada, Khurda-752055.

And

Apollo Hospitals Enterprise Limited (hereinafter referred to as "SECOND "), a company within the meaning of Indian laws having its registered office at 19, Bishop Garden, Raja Annamalaipuram, Chennai-600028 and having site located at Plot No. 251, Sainik School Road, Unit-15, Bhubaneswar, Odisha – 751005.

(The above mentioned Parties to this Agreement shall also be collectively referred to as "Parties" and individually as "Party").

Sani Clean Private Limited

*Joint Agreement*

Director



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SLNO. 6106

Agreement.

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Date - 31-08-12

P/ Malay Dorian Mishra for APP010 Hospitals  
Enterprise Pvt Ltd. At - Bhubaneswar  
Odisha.

31 AUG 2012

Treasury Officer,  
Cuttack

31-8-12

SIBA SANTOSH PATRA  
STAMP VENDOR  
D. S. R. Office, Cuttack-2

Mishra



**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, DECLARED COVENANTED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS.**

**Scope::** a) Under this agreement, for the items listed out under 'Sale Basis', Second party shall dispose of the material as per the rates agreed upon and specified in Annexure-1 and First Party shall take the Delivery at the second party's Premises. First Party shall process / recycle / dispose off the materials in the approved mode. The ownership on the materials shall pass to the First Party at the time of lifting the material.

**Price :** i) On Sale Basis: The price is exclusive of taxes that shall be paid extra by First Party at the prevailing rate of tax.

**Logistics :** The cost of logistics to deliver the material to locations where services are provided shall be borne by the First Party on both Sale Basis and Service Charge basis.

**Term of contract:** 1<sup>ST</sup> NOVEMBER 2017 TO 31<sup>ST</sup> MARCH 2020.

**Payment Terms :** First Party shall make the payment by Cheque/Demand Draft to the second party on taking possession of the E- Waste materials as per the rates (Sale Basis) mentioned in Annexure-1.

**Transfer of ownership**

: The ownership of E-Waste material sold under this contract shall pass immediately upon taking possession of the material for processing, recycling or disposing off materials in the Approved Mode in accordance with the terms and conditions of this contract.

**Other Terms & Conditions:**

a) The second party makes no commitment as to the weight, volume, mix or distribution of e-waste material which may be sold under this contract.

b) First Party ensure that the e-waste sold under this contract to be processed, recycled or disposed off in an eco friendly manner and in accordance with the guidelines / laws passed by the Central or State Pollution Boards or such other authorities as may be applicable from time to time.

Sani Clean Private Limited

*Anant Agarwal*

Director



c) First Party undertakes that upon taking possession of e-waste material under this contract, it shall destroy all data beyond retrievable condition assuming that the second party has taken all necessary backups and copies. This data cannot be retrieved under any circumstances and the first party takes no liability whatsoever for any loss or damage arising out of its loss.

d) The infrastructure required for performance of Services will be provided by First Party at no Extra cost to the second party.

e) First Party shall exercise every reasonable safety precautions and best management practice, whether or not required by law, in the performance of its duties under this contract.

f) First Party shall be sole responsible for the statutory regulations including but not limited to CPCB rules & Regulation and to be complied with the indemnifying the second party. Any time, the second party liability is limited to the bills outstanding.

g) First Party personnel entrusted under this contract and entering into the second party Premises, subject to undergo security check at any point of time or as desired by the second party.

First Party will undertake to defend, indemnify and hold the second party harmless from and against any and all claims, actions, clauses of action, lawsuits, damages, liabilities, obligations, costs and expenses (including court costs and reasonable attorney's fees) (collectively "Losses") incurred by, or imposed or asserted against the second party amongst other things as a result of mishandling of e-waste material and violation of the laws of State / Central Government in collecting / disposing off the e-waste material sold under this contract only.



i) All the E-waste generated by the second party over the course of this agreement shall only be taken care of by the first party.

j) The second party undertakes to take best precautions to store their E Waste properly and save it from breakage/leakage. If some waste is found in broken state(already hazardous) the first party reserves the discretion to pick it up or advice a secure landfill site operator to pick it up directly at client's cost.





IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS ON THIS AGREEMENT OF THE DAY, MONTH AND YEAR FIRST WRITTEN ABOVE.

<b>For Apollo Hospitals Enterprise Limited, Bhubaneswar</b>	<b>For SANI CLEAN PVT. LTD.</b>
SIGNATURE 	SIGNATURE 
<u>PARTICULARS OF SIGNATORY</u> NAME: CA Amar Kuamar Behera Designation: D G M – Finance & Accounts	<u>PARTICULARS OF SIGNATORY</u> NAME: <u>ANURAG AGRAWAL</u> Designation: Director



Signature of Second Party

Sani Clean Private Limited  


Director

Signature of First Party