

UNDERTAKING

(On the Stamp Paper of Rs. 300/-)

To,

Varni Enviro Care Private Limited

Survey No. - 283,

Village : Surai,

Taluka : Chotila,

Dist. : Surendranagar - 363520

We, _____ Situated at _____

_____ is interested to become a member of Common Hazardous Waste Secured Landfill disposal (SLF) and Common Hazardous Incinerable Waste Facilities located at Survey no. 283, Village : Surai, Taluka : Chotila, generated from our unit. We are enclosing a DD No./Cheque No./ Referenece No ./ UTR No. (for online payments) _____ dated _____ for Rs. _____ Rs. In Word _____ only drawn on (Name of the Bank) _____ towards the Membership Fees in favor of Varni Enviro Care Private Limited, Common Hazardous Waste Secured Landfill disposal (SLF) and Common Hazardous Incinerable Waste Facilities located at Survey no. 283, Village : Surai, Taluka : Chotila (the expected operating life of which is 3 years) together with Membership Form duly filled, signed and stamped along with necessary enclosures.

We understand that our membership fees is applicable for the utilization of facility only for the disposal of the solid/Incinerable waste for a period of 3 Years and we further understand that the fees paid by us is not refundable and non-transferable under any circumstances.

- We hereby undertake that
 1. The solid / Incinerable waste sent by us for dumping into, Common Hazardous Waste Secured Landfill disposal (SLF) and Common Hazardous Incinerable Waste Facilities will be in compliance with the relevant environmental laws and the rules/regulations /guidelines prescribed by CPCB/GPCB from time to time. The solid waste will not contain moisture in excess of 25% and will have pH between 6.5 and 8.5.
 2. We will send the solid/Incinerable waste by the vehicle duly registered, covered and appropriately secured in accordance with the prevailing procedure, if any, specified by you or the concerned authority to prevent dusting, spillage and environmental nuisance. The manifest system prescribed under Hazardous Waste Management Rules will be fully complied with while transporting solid/Incinerable waste to the Common Hazardous Waste Secured Landfill disposal (SLF) and Common Hazardous Incinerable Waste Facilities.
 3. We will not send the recyclable/ reusable solid/Incinerable waste for dumping.
 4. We understand and agree that “Varni Enviro Care Private Limited” a company, a, Common Hazardous Waste Secured Landfill disposal (SLF) and Common Hazardous Incinerable Waste Facilities Provider, will have no liability towards the accident, if any, which may take place during loading, transporting, unloading, dumping, handling etc. of the solid/Incinerable waste and for the loss, damage etc. occurred to the vehicles and injuries to the persons involved in the handling of such waste and it will be totally at our sole risk and we will be responsible to compensate the same and meet with all statutory liabilities arising there from.
 5. We will make advance payment for dumping of solid/Incinerable waste. We will make payment of the bills raised for dumping charges within seven days failing which ” Varni Enviro Care Private Limited” will have right to stop the acceptance of solid/Incinerable waste and continuation of associated services and use of facilities.
 6. It shall be our responsibility to comply with all applicable statutory provisions / liabilities inter alia RTO Rules and Regulations.
 7. Whenever a comprehensive report about handling of solid/Incinerable waste is required by GPCB, the charges shall be borne by us.
 8. We agree to abide by the terms and conditions and payment charges as may be prescribed by the “Varni Enviro Care Private Limited” from time to time.
 9. We understand that the Membership granted is subject to GPCB /CPCB Rules and Regulations.

10. It is agreed that no party of this agreement shall be responsible for any failure or delay on its part in performing any of its obligations or for any loss or damage, costs, charges and expenses incurred or suffered by the other party by reason of such failure of default or delay caused due to any force majeure conditions, acts of Gods, Laws and Rules & Regulations of Government, strikes, Lock-outs, riots, violence, war or any other cause beyond its control.
11. If any concerned Government authority asks for the information related to any member unit, sent Hazardous waste irrespective of Landfill or Incinerable, or any information which authority may deem fit for their purpose, we will not object or oppose.
12. Subject to Ahmedabad Jurisdiction only.

Place: _____

Date: _____

Name and designation of Person signing Signature with seal of the Unit