

UNDERTAKING

(On the Stamp Paper of Rs. 100/-)

To,

EcoCARE Infrastructures Private Limited

Survey No. - 127,
Village : Ghaspur,
Ta. : Dasada,
Dist. : Surendranagar - 382765

We, _____

Situated at _____ is interested to become a member of Treatment, Storage and Disposal Facility (TSDF), Cell No. 1 located at Survey No. 127, Village : Ghaspur for the disposal of solid waste generated from our unit. We are enclosing a DD No. _____ dated _____ for Rs. _____ Rs. in Word _____ only drawn on _____ Name of the bank _____ towards the Membership Fees in favour of **EcoCARE Infrastructures Private Limited**, TSDF Cell No. 1 at Ghaspur (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 Cell No 1 only for the disposal of the solid 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 waste sent by us for dumping into TSDF 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 20% and will have pH between 6.5 and 8.5.
2. We will send the solid 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 waste to the TSDF.
3. We will not send the recyclable/ reusable solid waste for dumping.

4. We understand and agree that "**EcoCARE Infrastructures Private Limited**" a company, a TSDF Provider, will have no liability towards the accident, if any, which may take place during loading, transporting, unloading, dumping, handling etc. of the solid 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 therefrom.
5. We will make advance payment for dumping of solid waste. We will make payment of the bills raised for dumping charges within seven days failing which "**EcoCARE Infrastructures Private Limited**" will have right to stop the acceptance of solid 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 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 "**EcoCARE Infrastructures 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 we will not become member of any other TSDF provider without the consent of the "**EcoCARE Infrastructures Private Limited**" and GPCB, and will comply with the rules/ regulations/ guidelines specified by you and/or CPCB/GPCB in this regard.
11. 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.
12. Subject to Ahmedabad Jurisdiction only.

Place :

Date :

Name and designation of Person signing

Signature with seal of the Unit