# **List of Documents:**

The dully notarized Documents required to be attached with the application form is as below:

- 1. Import- Export Code (IEC) issued by the DGFT.
- 2. GST certificate
- 3. Partnership deed/ Memorandum of article of Association. (If applicable)
- 4. ID proof of Proprietor & all Partners/ all Directors. (Whichever is applicable)
- 5. Copy of Address Proof i.e Copy of Electricity Bill/ Telephone Bill/ Bank Statement etc.
- Details of storage Facility i.e Storage Plan layout approved by civil Engineer. (If applicable)
- Details description (break-up) of waste to be imported under Part-D of schedule – III with approx. respective quantity per annum in MTPA (to be mentioned in form -7)
- 8. Copy of purchase Order/Performa Invoice.
- Details of name address of authorized actual user (s) i.e. name, address and PCB ID/Copy of CCA of authorized actual user.
- 10.Notarized Memorandum of Understanding (MOU) (on Rs. 100 stamp paper) for selling of imported scrapes to authorized actual user.

### Memorandum of Understanding

This Memorandum of Understanding (hereinafter referred to as "MOU" made and entered into---- between \_\_\_\_\_\_ (Name of Importer) having its registered office at \_\_\_\_\_\_ (Address of Importer), herein after called the party of first part

And

\_\_\_\_\_ (Name of Actual Users) having its registered office at \_\_\_\_\_\_ (Address of Actual Users) herein after called the party of second part.

Both parties have agreed to into MOU subject to the following:

#### **Purpose of the MOU:**

- The Party of the first part is desirous to sale \_\_\_\_\_ (Name of Scrap) product by importing the same from <u>Country</u>, and is willing to take written commitment from the second part who is going to purchase that imported goods.
- The said party of second part has approached and expressed his consent to purchase such goods on the terms and conditions mutually agreed upon.

### (Minimum Purchase):

• Name of Firm 1 shall place order with name of the firm 2 of \_\_\_\_\_ Ton/ Month of Name of Scrap at prevailing Market price of such goods. The order shall not be binding unless and until it is accepted by vendor at its discretion.

### (Duration):

This MOU shall be effective from the date in the preamble of this MOU, and have duration of \_\_\_\_\_ years.

• When one of the parties so decide in the case of serious breach of contract on the part of other.

- If there are significant changes in the legal structure or the financial situation of either of the parties, which could seriously alter the outcome of the MOU.
- If the MOU is terminated then all` outstanding payments on either due by the second party to first party or vice versa shall be of cleared with immediate effect, pending orders. If any shall be executed by both-the parties as per existing terms of MOU.

# (Applicable Law):

This MOU shall be governed by and constructed and interpreted in accordance with the laws of India.

First Firm Sign & Stamp

Second Firm Sign & Stamp

Date:

Place:

As per decision of 6th CC meeting held on 17/12/2018, Board has issued SCN on 25/01/2019 to industry. With reference to SCN, PP has submitted the reply on dated 07/02/2019 and reported that they have Common facility for collection, transportation, storage, treatment and disposal of hazardous waste. Out of which some HW disposed by direct landfilling, some are disposed after chemical treatment & stabilization and remaining incinerable material sent to MWML Taloja for incineration. Industry also reported that they have proposed to design the incinerable waste storage and handling area as per the CPCB guideline & install pre-processing facility as per CPCB guideline, specification and SOPs prepared by CPCB.

Submitted the application for further discussion