



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.
 Certificate Issued Date
 Account Reference
 Unique Doc. Reference
 Purchased by
 Description of Document
 Property Description
 Consideration Price (Rs.)
 First Party
 Second Party
 Stamp Duty Paid By
 Stamp Duty Amount(Rs.)

: IN-DL43288778022776T
 : 08-Feb-2021 12:29 PM
 : IMPACC (IV)/ dl721603/ DELHI/ DL-DLH
 : SUBIN-DL72160388175873531518T
 : BIOTIC WASTE SOLUTIONS PVT LTD
 : Article 5 General Agreement
 : Not Applicable
 : 0
 (Zero)
 : BIOTIC WASTE SOLUTIONS PVT LTD
 : Not Applicable
 : BIOTIC WASTE SOLUTIONS PVT LTD
 : 10
 (Ten only)

सत्यमेव जयते



Please write or type below this line.

Ref ID: 593

This agreement is made and executed at New Delhi on this **11/02/2021** by and between

BIOTIC WASTE SOLUTIONS PVT. LTD., having its office at 46-47 SSI Industrial Area G.T. Karnal Road Delhi-110033 (For short hereinafter referred to as 'Service Provider') through its Mr. ANKIT GUPTA, GM MARKETING to enter into and sign this agreement for and on behalf of the Service Provider of the **ONE PART.**

Ankit
Gupta



[Handwritten Signature]



AND

Ref ID: 593

Banarasidas Chandiwala Institute Of Medical Science having its operating office at **Chandiwala Estate, Maa Anandmai Marg, Kalkaji, SOUTH EAST, SOUTH EAST_KALKAJI** through its Proprietor / Partner / Authorized Representative **Mr./ Mrs./ Ms./Dr. PUNKAJ MALHOTRA** of the **OTHER PART**. (For Short hereinafter referred to as "Occupier")

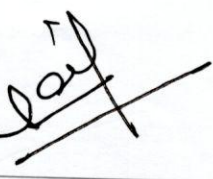
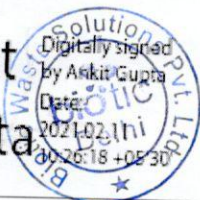
The expression of both the parties shall mean and include the parties, their respective legal heirs, successors, legal representatives, administrators, executors and assignees.

Whereas the Service Provider has been duly authorized by the Delhi Pollution Control Committee (DPCC), under rule of 10 of the Bio-Medical Waste Management Rules 2016 for operating and providing facility for the Collection, Reception, Treatment, Storage, Transportation and disposal of the bio- Medical Waste. And whereas the Occupier is desirous of out-sourcing the disposal of its Bio-Medical Waste and have approached the service provider for providing its service in this regard and after discussions and due negotiations taken place, both the parties are agreed to enter into this agreement on the terms and conditions narrated herein after:-

NOW THIS AGREEMENT witnessed the following terms & conditions to be performed to by both parties to the present agreement.

1. That the Occupier will segregate, pack and label the bio-medical waste in the colour coded bags from the waste generation points as per guidelines of Bio-Medical Waste Management Rules 2016 and keep the said packed waste ready for collection by the staff of the Service Provider. The Service Provider will not collect any Bio-Medical waste which is not properly segregate and packed in accordance with guidelines of Bio-Medical Waste Management Rules 2016. The record of the collected waste shall be maintained by the Occupier with the acknowledgements signatures of the collection staff of the Service Provider to submit the annual Report to the concern Pollution Board in the prescribed format.
2. That the Occupier will deposit a security amount of Rs. **0.00** payment against the BMW disposal services and if the health care unit is closed before expiration of agreement the Service Provider will refund the balance amount after adjusting all the dues if any outstanding towards the Occupier.

Ankit
Gupta



3. That the Service Provider will charge to the Occupier, being **PRIVATE_HOSPITAL 16-49 BEDS** as per the following schedule of rates:

(i) Minimum charges of Rs. **3990.00** PER MONTH for **PRIVATE_HOSPITAL 16-49 BEDS (30 Bedded facility)** subject to a maximum collection of waste up to **180.00** (kg).

(ii) Extra quantity of waste will be chargeable@ Rs **22.00** (Rs. per kg) /- per Kg. The service tax shall be borne by the Occupier upon the respective billings.

(iii) The Occupier shall pay onetime non-refundable registration fees of Rs. **0.00**.

(iv) The rates enumerated in clause 3(i) above may be varied at any given point of time due to hike in fuel Price, Wages for Labour negotiation with any unanimous body at District or State level or any other factor which may effect the cost.

4. That the Occupier undertakes to make the payment through 'Account Payee Cheque or Demand Draft' in favour of the BIOTIC WASTE SOLUTIONS PVT. LTD. On before 15th day of each successive month and thereafter the interest@ 18% for p.a. shall be Service Provider if the payment is not made within the stipulated period.

5. (a) Notwithstanding the aforesaid terms this agreement may be terminated by either party by giving 30 days written notice. However this requirement of 30 day notice shall not be applicable in the event the service charges are not paid by the Second Party as provided in Clause 6 of this agreement or upon the occurrence of any of events specified in Clause 5b (i) & (ii) in which events the service would be suspended/ terminated forthwith.

(b) Notwithstanding the aforesaid terms and conditions:-

i. The Service Provider will be at liberty to discontinue this service to the Occupier in the event: the Occupier does not pay the service charges.

ii. The Occupier and Service Provider both to strictly follow the guidelines of the Bio-Medical Waste Management Rules 2016, during Segregation, Collection, Transportation and Disposal of the bio- Medical Waste except due to the circumstances under force majeure clause and the circumstances beyond their control of the parties.

(c) That upon expiry of the term or the earlier termination of this agreement, the accounts shall be settled and the refundable and interest free Advance deposit referred to in Clause 2 above shall be returned without any interest thereon to the Occupier after the circumstance beyond their control of the parties.

6. That all the taxes, such as GST if applicable, shall be paid and borne by the Occupier.

Ankit
Gupta

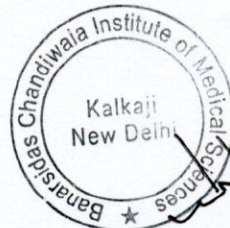
Digitally signed
by Ankit Gupta
Date: 2021.02.11
10:26:18 +05'30'



[Handwritten signature]

7. The neither party shall transfer and /or assign the rights granted under this agreement without the prior intimation and written permission of the other party and without obtaining a written undertaking by the proposed assignee/transferee agreeing to assume all of the said party 's obligations under this agreement and to abide by all the obligations and covenants contained herein.
8. That this agreement shall be governed by the laws of India and shall be interpreted and construed in accordance with the laws of India and Subject to the jurisdiction of Courts at Delhi, shall have exclusive jurisdiction to try, entertain and dispose between the parties thereto. All the notice, request, demands and other communications, required/permitted to be given under this Agreement shall be in writing.. That the Occupier should get from time to time the service contract Agreement renewed from the service provider one month before the expiry of the validity of the Agreement. The Occupier further undertakes to keep the validity period of the agreement for a minimum period of one year from the date of service as per pollution Control Committee/Board Rule and in between if the agreement is cancelled, they should directly intimate pollution control committee / Board with adequate reason about the cancelation of the agreement, failing which, all the consequence and penalties will be borne by the waste generate. Further. The waste generate also undertakes to give one month notice in writing if they want to discontinue the service and wish to switch over to another service provider failing which, they have to pay the service charge equivalent in one month minimum service charge s to the service provider in lieu of one monthly notice period.
9. That in case the service contract agreement gets misplaced at the Occupier end, then an additional Rs.100/- will be charged from the generation of issuing the agreement once again.
10. That the Occupier further undertakes to sign every page of the agreement and return both copies of the agreement to the service provider's signature and the services provider will return the duplicate copy of the agreement to the Occupier. On receipt of the agreement to the Occupier will submit a copy of the agreement with the date of service expiry to the pollution control committee /board.
11. The term of this Agreement shall be for a perform commencing from **01/02/2021** to **31/01/2022**
12. That in case there is any change in the constitution of Occupier the same shall be informed forth with to the service provider.
13. That both the parties under take to remain bound by the term and conditions set out herein above.
14. IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE SET THERE SIGNATURE AND SEAL ON THE DAY AND YEAR MENTIONED HEREIN ABOVE.

Ankit
Gupta



[Handwritten signature]

**Authorized Signatory
(OPERATOR)**

Ankit
Gupta

Digitally signed
by Ankit Gupta
Date: 2021.02.11
12:26:18 +05:30
Biotic Waste Solutions Pvt. Ltd.
Delhi

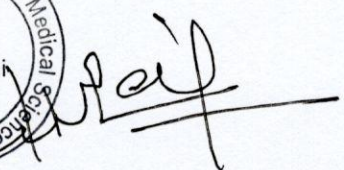
Biotic Waste Solutions Pvt. Ltd.

Name:- Mr. Ankit Gupta
Designation:- GM Marketing
Phone:-
Mobile No.:- 9899910083, 9560896389
PAN Number:-
GST Number:- **07AAECB3197N1Z8**
Bank Name:- Indian Overseas Bank
Bank Account Number:- 225902000000057
Bank IFSC Code:- IOBA0002259
Email:- ankit@biotic.co.in, care@biotic.co.in
Website :www.biotic.co.in

**Authorized Signatory
(OCCUPIER)**

Please fix Passport
Size Photo

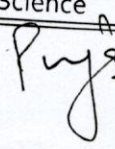
Banarasidas Chandiwala Institute of Medical Sciences
Kalkaji
New Delhi



**Banarasidas Chandiwala Institute Of
Medical Science**

Name:- PUNKAJ MALHOTRA
Designation:- GENERAL MANAGER
Phone:- 8860022587 / 011-49020271
Mobile No.:- ↑ AS ABOVE
PAN Number:- AAKPM7715L
GST Number:-
Bank Name:-
Bank Account Number:-
Bank IFSC Code:-
Email:- chandiwalahospital@gmail.com
Website:-

Note:- Please attach the self attested PanCard No and GST No. Photo Copy with agreement.

Witness: BIOTIC WASTE SOLUTIONS PVT. LTD.	Witness: Banarasidas Chandiwala Institute Of Medical Science
1.	1.  13/02/2021