

### INDIA NON JUDICIAL

# **Government of National Capital Territory of Delhi**

Certificate No.

Purchased by

Certificate Issued Date

Account Reference

Unique Doc. Reference

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-DL36046051297824U

23-May-2022 03:29 PM

IMPACC (IV)/ dl705103/ DELHI/ DL-DLH

SUBIN-DLDL70510357359942052107U

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

(Ten only)



Please write or type below this line .....

Unique ID:2675

Agreement No:

this agreement is made and executed at New Delhi on 01- JUNE - 2022



#### Statutory Alert:

- The authenticity of this Stamp certificate should be verified at 'www.shoilestamp.com' or using e-Sta Any discrepancy in the details on this Certificate and as available on the website / Mobile App rend
- 2. The onus of checking the legitimacy is on the users of the certificate. 3. In case of any discrepancy please inform the Competent Authority.



#### BIOTIC WASTE SOLUTIONS PVT. LTD.



+91-11-47528106 / 07 +91-9560896389



info@biotic.co.in www.biotic.co.in



46-47, SSI Industrial Area, G.T. Karnal Road, Delhi-110033

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 /Operator' or "The First Party") through its Mr. Ankit Gupta, , duly authorized to enter into and sign this agreement for and on behalf of the Service Provider of the ONE PART.

AND

All India Institute of Ayurveda having its operating office at Gautam Puri, Sarita Vihar, New Delhi-110076, State - DELHI, PIN - 110076 (For Short hereinafter referred to as "Occupier/HCF" or The Second Party) through its Proprietor/Partner/Authorized Representative Dr./Ms./Mr the OTHER PART.

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 in compliance of the Bio-Medical Waste Management Rules, 2016 desires to engage the Service Provider for rendering services towards disposal of their Bio-Medical Waste (except liquid bio-medical waste) for which the Service Provider is an authorized facility under DPCC and accordingly, 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 segregated 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 acknowledgement signatures of the collection staff of the Service Provider to submit the Annual Report to the concerned Pollution Board in the prescribed format.
- 2. That the Occupier will deposit a refundable interest free security amount of Rs. 0 (Refundable Security Deposit) against the BMW disposal services and if the HCF 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.
- 3. That the Service Provider will charge to the Occupier, being Hospital 50-500 Bedded as per the following schedule of rates:
- a) Minimum Disposal Charges of Rs. 9520/- Monthly Arrear for Hospital 50-500 Bedded (80 Bedded facility) subject to a maximum collection of waste up to Monthly Waste Limit of 600 kg. Extra quantity of waste will be chargeable @ Rs 0 per kg. Any tax, if any, in force shall be borne by the Occupier upon the respective billings.



DIO TIC

Green Clean Process

Biotic follows all compliances under the Biomedical waste handling rules 2016. As experts in medical waste management. Biotic helps you stay in full compliance regarding the disposal of your regulated waste.

- b) The Occupier shall pay one-time interest free non-refundable registration fees of Rs. 0.
- c) The rates enumerated in clause 3(a) 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 affect the cost.
- 4. That the Occupier undertakes to make the payment through 'NEFT/Digital payment, Account Payee Cheque or Demand Draft' in favour of the BIOTIC WASTE SOLUTIONS PVT. LTD on or before 15th day of each successive month and thereafter the interest @ 18% for p.a. shall be charged by the Service Provider if the payment is not made within the stipulated period. In case, any payment made through cheque is rejected by bank due to reasons on part of Occupier, a cheque bounce fee of Rs. 500/- (Rupees Five Hundred) shall be charged from the Occupier
- 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 days' notice shall not be applicable in the event the service charges are not paid by the Second Party as provided in Clause 3 & 4 of this agreement or upon the occurrence of any of events specified in Clause 5b (i) & (ii) in which case the service would be suspended/
- (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 when the Occupier does not pay the service charges.
- ii. The Service Provider shall be at liberty to terminate this Agreement and discontinue Services to the Occupier in the event of the Non-Compliance of guidelines of the Bio-Medical Waste Management Rules 2016 during Segregation, Collection, Transportation and Disposal of the Bio-Medical Waste by the Occupier except due to the circumstances under force majeure clause and the circumstances beyond the 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 interest free security deposit referred to in Clause 2 above shall be returned thereon to the Occupier.
- 6. That all the taxes, such as GST if applicable, shall be paid and borne by the Occupier.
- 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
- 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 which shall have exclusive jurisdiction to try, entertain and dispose between the parties thereto. All the notices, requests, demands and other communications, required/permitted to be given under this Agreement shall be in writing.
- 9. 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 Pollution Control Committee Pollution Control Committee/Board with adequate reason about the cancellation of the agreement, failing which, all the consequence and penalties will be borne by the



Was a second of the second of

Further, the Occupier 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 to one-month minimum service charges to the service provider in lieu of one month notice period.

- 10. That in case the service contract agreement gets misplaced at the Occupier end, then an additional Rs.100/- will be charged from the Occupier for issuing the agreement once again.
- 11. That the Occupier further undertakes to sign every page of the agreement and return both copies of the agreement for Service Provider's signature and the Services Provider will return the duplicate signed copy of the agreement to the Occupier. On receipt of the agreement, the Occupier will submit a copy of the agreement with the date of service expiry to the Pollution Control Committee/Board.
- 12. The terms of this Agreement shall be in force from 1-Jun-22 to 31-May-23. If the Second Party intends to extend the period of this agreement, the Second Party shall make a request to the first party in Form A (annexed with the agreement) before the thirty days from the date of expiration of this agreement. It is hereby noted that approval of request of the second party shall be confirmed by the First Party in writing.
- 13. That in case there is any change in the constitution of Occupier, the same shall be informed forth with to the Service Provider.
- 14. That both the parties undertake to remain bound by the terms and conditions set out herein above.
- 15. Agreement Not a Partnership: Nothing in this Agreement is intended to create, nor shall it be construed as creating, a partnership.
- 16. No amendments, supplements, waiver or modifications of the terms of this Agreement shall be valid unless evidenced in writing and signed by a duly authorized representative of each of the Parties hereto.
- 17. DISPUTE RESOLUTION
- a. Amicable Resolution -
- In the event of any dispute, disagreement, complaint or difference between the Parties, in respect of or concerning or connected with the interpretation or implementation or arising out of this Agreement or any Clause or provision hereof, or relating to the termination hereof (a "Dispute"), then such Dispute shall in the first instance be
- In the event that the Parties are unable to mutually resolve the Dispute within 15 (Fifteen) Business Days of the Dispute being raised before either of the Parties referred to it, the same shall be referred to arbitration as stated below
  - b. Arbitration
  - i. If any disputes/differences between the Parties are not resolved under Clause 17(a) above within the time period mentioned therein, then the same shall be referred to and finally resolved by arbitration of a sole arbitrator in accordance with the Indian Arbitration Act, 1996 for the time being in force. The First Party shall have the sole discretion and responsibility of appointing the arbitrator within a period of 60 days.
  - ii. The Parties will continue to perform their respective obligations under the Agreement during the arbitration proceedings
  - iii. The seat and venue of arbitration shall be at New Delhi and the local laws of New Delhi shall be applicable



iv. The arbitration shall be sole and exclusive remedy between the Parties regarding the dispute referred to arbitration and any claims, counterclaims issues or accountings presented to the arbitrators in connection with such dispute v. The Parties hereby undertake to implement the directions contained in the award without delay. The costs and expenses of arbitration shall be paid as may be determined by the arbitrator.

18. That Occupier must intimate the Operator in writing in advance, preferably over an email, if the HCF is closed due to any reason. In absence of such initmation, Occupier shall be liable to pay the service charges.

19. IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE SET THEIR SIGNATURE AND SEAL ON THE DAY AND YEAR MENTIONED HEREIN ABOVE.

BIORIC WATE CONTIONS PVT. LTD.

Delhi

(Authorized Signator)
46-47, SSI Industrial Area,

G.T. Karnal Road, Delhi-110033 9899910083, 9560896389

ankit@biotic.co.in, care@biotic.co.in

GST: 07AAECB3197N1Z8 MSME: DL05B0003909

All India Institute of Ayurveda

(Authorized Signatory)
Gautam Puri, Sarita Vihar, New Delhi-110076, State - DELHI, PIN - 110076

aiiahospitalnewdelhi@gmail.com

Witness: BIOTIC WASTE SOLUTIONS PVT. LTD.

Witness: All India Institute of Ayurveda



KNOW YOUR CLIENT (KYC) APPLICATION FORM FOR HEALTH CARE FACILITY (HCF) (Please fill this form in ENGLISH and in BLOCK LETTERS)

A. IDENTITY DETAILS

1. HCF Name: All India Institute of Ayurveda

2. HCF Address: Gautam Puri, Sarita Vihar, New Delhi-110076, State - DELHI, PIN - 110076

3. Contact Name:

4. Email id:aiiahospitalnewdelhi@gmail.com

5. Mobile No:

6. LandLine No:

7. PAN Number:

8. GST Number:

9. TAN No (If registered):

(Mandatory if deduct TDS on service bill)

10. Signing Authority Pan No:

11. Signing Authority Aadhar Number:

12. Bedded/ Non-Bedded: Hospital 50-500 Bedded No of Beds: 80 13. PCB Authorization No: AF/14/08/2019/442 Valid Up to:

14. HCF Opening & Closing business hours/days:

B. HCF BANK DETAILS

1. Bank Name:

2. Bank Account Number:

3. Bank IFSC Code:

#### DECLARATION

I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it.

G:	-				
Signature	oi	the	Applicant	Date:	(dd/mm/yyyy)

Note: Please fill the enclosed KYC form. Kindly send one copy of Aadhar Card, PAN Card, GST Registration if applicable, Pollution Control Board (PCB) authorization and one passport size photograph of the authorized signatory.



### सत्यमेव जयते

#### 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.)

# **INDIA NON JUDICIAL**

# **Government of National Capital Territory of Delhi**

### e-Stamp

IN-DL77164460915264T

10-May-2021 09:04 PM

IMPACC (IV)/ dl705103/ DEL'HI/ DL-DLH

SUBIN-DLDL70510353688544662567T

Biotic Waste Solutions Pvt Ltd

Article 5 General Agreement

Not Applicable

(Zero)

Biotic Waste Solutions Pvt Ltd

Not Applicable

Biotic Waste Solutions Pvt Ltd

(Ten only)



Ref ID: 2675

Please write or type below this line.

This agreement is made and executed at New Delhi on this 24/05/2021 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.



Alegy of emize

#### Statutory Alert:

- The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
   The onus of checking the legitimacy is on the users of the certificate.
   In case of any discrepancy please inform the Competent Authority.



#### BIOTIC WASTE SOLUTIONS PVT. LTD.



+91-11-47528106 / 07 +91-9560896389



info@biotic.co.in www.biotic.co.in



46-47, SSI Industrial Area, G.T. Karnal Road, Delhi-110033

#### AND

Ref ID: 2675

All India Institute of Ayurveda having its operating office at Gautam Puri, Sarita Vihar, New Delhi-110076, SOUTH EAST, SOUTH EAST\_SARITA VIHAR through its Proprietor / Partner / Authorized Representative Mr./ Mrs./ Ms./Dr. Janua Lyan (Druley) 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:-

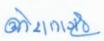
NOW THIS AGREEMENT witnessed the following terms & conditions to be performed to by both parties to the present agreement.

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.



Megni





- 3. That the Service Provider will charge to the Occupier, being **GOVERNMENT\_HOSPITAL 50-500 BEDS** as per the following schedule of rates:
- (i) Minimum charges of Rs. **9520.00** PER MONTH for **GOVERNMENT\_HOSPITAL 50-500 BEDS** (**80** Bedded facility) subject to a maximum collection of waste up to **600.00** (kg).
- (ii) Extra quantity of waste will be chargeable@ Rs **NA** (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. NA.
- (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 from the issuance of bill or 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 3 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 Clause2 above shall be returned without any interest thereon to the Occupier after the circumstance beyond their control of the parties.

क्रिशाम्बर

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

# Authorized Signatory (OPERATOR)



### **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: - 22590200000057

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 Charles C

All India Institute of Ayurveda

Mobile No.:-\_\_\_\_\_PAN Number:-GST Number:-

Bank Name:-\_\_\_\_\_Bank Account Number:-

Bank IFSC Code:-

Email:- aiiahospitalnewdelhi@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: All India Institute of Ayurveda
1.	1.

# GOVT. OF NCT OF DELHI DIRECTORATE OF HEALTH SERVICES, F-17, KARKARDOOMA, DELHI-110032

(Bio-Medical Waste Management Cell) Ph: 011-22304549 E-mail: emobrowdhs.defin@nic.in

F. No. 25/3(69)/07/DHS/BMW/CBWTF/2014 15 93 - 16 06

Dated: 08/09/2020

To.

The Director, M/s SMS Water Grace BMW Pvt. Ltd. Nilothi, STP Area, Near DJB, Nilothi, Delhi-110041,

The Director, M/s Biotic Waste Solution Pvt. Ltd. 46, SSI Industrial Area G.T. Karnal Road, Delhi-110033.

Sub:- Rates for utilizing the Common Bio Medical Waste Treatment Facility for the year 2020 w.e.f. 01-01-2020.

The approved rates for collection, transportation, treatment and disposal of Bio Medical Waste during the year 2020 w.e.f. 01-01-2020 is enclosed herewith.

It is hereby directed to comply with the Bio Medical Waste Management Rules, 2016 as amended 2018 and 2019. Rates for collection, transportation, treatment and disposal of Bio-Medical Waste during the year 2020 w.e.f. 01-01-2020 will be as follows:-

Rates for utilizing services of CBWTF (for existing facilities) for the year 2020 w.e.f. 01-01-2020.

a.	Category Poly clinics/ Dispensaries (Health Facility other than Delhi Govt.)	Rs. 891/- per month
b. c.	Forensic Labs  Bedded facility 1-7 (Health Facility other than Delhi Govt.)	Rs. 891/- per month Rs. 891/- per month up to 7 beds
d.	8 hada I I ar	Rs. 119/- per bed per month

Rates applicable w.e.f. 01-01-2020 for the year 2020.

Entire Bio Medical Waste for Delhi Govt. Health Care Facilities continues to be collected, transported, treated and dispose off free of cost as per the DPCC Order No.DPCC/WMC-I/CBWTF/2013/569-1076 dated 15-05-2015.

1/4/2000





# सत्यमेव जयते 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.)

## INDIA NON JUDICIAL

# **Government of National Capital Territory of Delhi**

### e-Stamp

IN-DL46662584341036S

08-Jun-2020 03:32 PM

IMPACC (IV)/ dl831503/ DELHI/ DL-DLH

SUBIN-DLDL83150301998664765448S

BIOTIC WASTE SOLUTIONS PRIVATE LIMITED

Article 5 General Agreement

Not Applicable

BIOTIC WASTE SOLUTIONS PRIVATE LIMITED

Not Applicable

BIOTIC WASTE SOLUTIONS PRIVATE LIMITED

(Ten only)



Please write or type below this line \_\_\_\_\_\_Ref-ID:-2675 --

This agreement is made and executed at New Delhi on this 11/06/2020 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.





ALL INDIA INSTITUTE OF AYURVEDA Director Sarita Vihar, New Delhi -110076



- The onus of checking the legitimacy is on the users of the certificate
- In case of any discrepancy please inform the Competent



#### BIOTIC WASTE SOLUTIONS PVT. LTD.

1

+91-11-47528106 / 07 +91-9560896389



info@biotic.co.in www.biotic.co.in



46-47, SSI Industrial Area, G.T. Karnal Road, Delhi-110033

#### AND

Ref ID: 2675

All India Institute of Ayurveda having its operating office at Gautam Puri, Sarita Vihar, New Delhi-110076, SOUTH EAST, SOUTH EAST\_SARITA VIHAR through its Proprietor / Partner / Authorized Representative Mr./ Mrs./ Ms./Dr. \_\_\_\_\_\_ of the OTH-ER 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 by Ager Gupta

Digital by Ager Gupta

Date:

Delhi

OSPA

hallen

Director

ALL INDIA INSTITUTE OF AYURVEDA

Sarita Vihar, New Delhi -110076





- 3. That the Service Provider will charge to the Occupier, being GOVERNMENT\_HOSPITAL 50-500 BEDS as per the following schedule of rates:
- (i) Minimum charges of Rs. 9248.00 PER MONTH @ Rs115.60 per bed per month for GOVERNMENT\_HOSPITAL 50-500 BEDS (80 Bedded facility) subject to a maximum collection of waste up to 600.00 (kg).
- (ii) Extra quantity of waste will be chargeable@ Rs NA (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. NA.
- (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 Clause2 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.

Gupta 10:08:04

Digitally signed Ankit by Ankit Gupta 2020.06.11

Solut

Sarita Vihar, New Delhi -110076



- 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 **01/06/2020** to **31/05/2021**
- 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 by Ankit Gupta
Date:
2020.065
Date:
405'30
Delhi

Mark of the second

Director

ALL INDIA INSTITUTE OF AYURVEDA

Sarita Vihar, New Delhi -110076

# Authorized Signatory (OPERATOR)



### 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:- 22590200000057

Bank IFSC Code:- IOBA0002259

Email:- ankit@biotic.co.in, care@biotic.co.in

Website :www.biotic.co.in

# Authorized Signatory (OCCUPIER)



# All India Institute of Ayurveda

Name:-	
Designation:-	
Phone:-	_
Mobile No.:-9873293925	
PAN Number:-	
GST Number:-	
Bank Name:-	•
Bank Account Number:-	
Bank IFSC Code:-	
Email:- aiianewdelhi@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: All India Institute of Ayurveda
1.	1.

Maddada

Director
ALL INDIA INSTITUTE OF AYURVEDA
Sarita Vihar, New Delhi -110076