





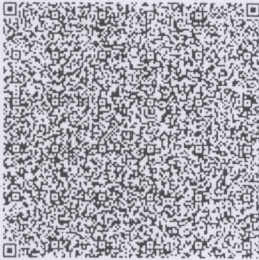
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL696350475261900
Certificate Issued Date : 12-Jul-2016 07:46 PM
Account Reference : IMPACC (IV)/ dl712903/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL712903387040942166420
Purchased by : SMS WATER GRACE BMW PVT LTD
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : SMS WATER GRACE BMW PVT LTD
Second Party : Not Applicable
Stamp Duty Paid By : SMS WATER GRACE BMW PVT LTD
Stamp Duty Amount(Rs.) : 50
(Fifty only)



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

This agreement is made and executed at New Delhi on this 28th day of NOVEMBER 2016.

BY AND BETWEEN

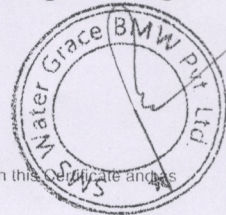
M/s SMS WATER GRACE BMW PVT. LTD., having its office at Sewage Treatment Plant, Delhi Jal Board Complex, Nilothi, New Delhi-110041 (For short hereinafter referred to as 'Service Provider') through its Mr. Prabal Pratap Singh, Manager to enter into and sign this agreement for and on behalf of the Service Provider of the **ONE PART.**

Statutory Alert:

If a authenticity of this Stamp Certificate should be verified at www.shcilestamp.com. Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
In case of checking the legitimacy is on the users of the certificate.
In case of any discrepancy please inform the Competent authority.

Director

**Dr. B.R. Ambedkar Center
for Biomedical Research
University of Delhi,
Delhi - 110007**



AND

DR. B. R. AMBEDKAR CENTRE FOR BIOMEDICAL RESEARCH & ANIMAL HOUSE
through its Proprietor/Partner/Authorized Representative Mr./Prof. K. NATARAJ of the **OTHER**
PART. (For Short hereinafter referred to as "Waste Generator") JAN

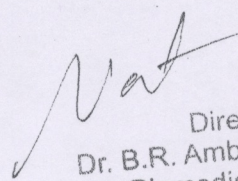
The expression of both the parties shall mean and include the parties, their respective legal heirs, successors, legal representatives, administrators, executors and assignees.

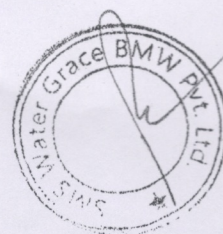
Whereas the Service Provider has been selected by Director of Health Services (DHS), Health & Family Welfare, Govt. Of N.C.T. of Delhi and duly authorized by the Delhi Pollution Control Committee (DPCC), under rule of 8(4) of the Bio-Medical Waste (Management & Handling) Rules 2016 for operating and providing facility for the collection, Reception, Treatment, Storage, Transportation and disposal of the bio- Medical Waste. And whereas the Waste Generator is desirous of outsourcing 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:-

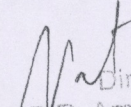
NOW THIS AGREEMENT witnessed the following terms & conditions to be performed to by both parties to the present agreement.

1. That the Waste Generator 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 & Handling) 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 & Handling) Rules 2016. The record of the collected waste shall be maintained by the Waste Generator 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 Waste Generator will deposit with the Service Provider refundable and advanced deposit equivalent to Rs. 10,000/- service charges during the period of present agreement/utilization of service. This shall be refunded by the service provider at the time of termination of the present agreement after adjusting all the dues if any outstanding towards the Waste Generate.
3. That the Service Provider will charge to the Waste Generator, being Clinic/Pathological Lab/Diagnostic Centre etc. (Not having bed facilities) and being a Nursing Home/Hospital (Having Bed facilities) as per the following schedule of rates:


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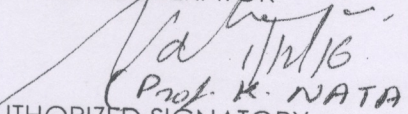
- (i) Minimum charges of **Rs...10,000/-** (Rupees...**TEN THOUSAND ONLY**...) clinic/ Labs/ ladies hostels /Diagnostic Center/hospital (Beds.) subject to a maximum collection of waste up to**N.A.**..... Extra quantity of waste will be chargeable@ Rs..**N.A.**..per Kg. The service tax shall be borne by the Waste Generator upon the respective billings.
- (ii) The waste generator shall pay onetime non-refundable registration fees of Rs.500/ (Five hundred only).
- (iii) The waste generator shall pay an amount equal to two months of service charges in advance as refundable/adjustable interest free security deposit.
- (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 i.e. DMA/IMA at District or state level or any other factor which may effect the cost.
4. That the waste generator undertakes to make the payment through 'Account Payee Cheque or Demand Draft' in favour of the M/s SMS WATER GRACE BMW 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 days 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:-
- The Service Provider will be at liberty to discontinue this service to the Waste generator in the event: the Waste Generator does not pay the service charges.
 - The waste generator and Service Provider both to strictly follow the guidelines of the Bio-Medical Waste (Management & Handling) 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


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12. The term of this Agreement shall be for a perform commencing from 1st Dec 2016 to 31st Nov 2017.
13. That in case there is any change in the constitution of waste generator the same shall be informed forth with to the service provider.
14. That both the parties under take to remain bound by the term and conditions set out herein above.
15. IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE SET THERE SIGNATURE AND SEAL ON THE DAY AND YEAR MENTIONED HEREIN ABOVE.

WASTE GENERATOR


(Prof. K. NATARAJAN)
AUTHORIZED SIGNATORY

Director

Address: Dr. B.R. Ambedkar Center
for Biomedical Research
University of Delhi,
Delhi - 110007

Dr. B.R. Ambedkar Centre for Bio

Medical Research & Animal House

University of Delhi, Delhi 110007

011-27666272

Fax:

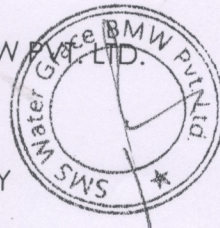
Witness - H.C.E.

1. DR. L.R. SINGH

(Asst. Professor)

011-27666272

SMS WATER GRACE BMW



AUTHORISED SIGNATORY

Sewage Treatment Plant,

Delhi Jal Board Complex

New Delhi-110041

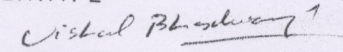
Ph: +91- 8744076042

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Email: prabal.singh@smsl.co.in

Witness:- SMSWGBMWPL

1.


VISMAL BHARDWAJ

(Marketing)

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