



सत्यमेव जयते

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## e-Stamp

Certificate No. : IN-UP23757004399188T  
 Certificate Issued Date : 14-Jan-2021 04:34 PM  
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 Purchased by : S P GREEN LIGHT ENVIRONMENT WASTE MANAGEMENT LLP  
 Description of Document : Article 4 Affidavit  
 Property Description : Not Applicable  
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 First Party : S P GREEN LIGHT ENVIRONMENT WASTE MANAGEMENT LLP  
 Second Party : Not Applicable  
 Stamp Duty Paid By : S P GREEN LIGHT ENVIRONMENT WASTE MANAGEMENT LLP  
 Stamp Duty Amount(Rs.) : 10  
 (Ten only)

SP GREEN

1st Floor, Tiwari Market,  
Opp. Ram Janki Mandir  
Janakpuri, Bareilly-243122  
Mob-7088918391



For Gangasheel Ayurvedic Medical College & Hospital

Authorised Signatory

### AGREEMENT

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

This agreement is made and executed at Bareilly on this 14<sup>th</sup> day of Jan 2021.

BY AND BETWEEN

SP Green Light Environment Waste Mgmt. LLP, having its Office at 1<sup>st</sup> Floor, Tiwari Market, Opp. Ram Janki Mandir, Janakpuri, Bareilly 243001, (hereinafter referred to as 'Service Provider'), duly represented by its ABHISHEK Authorized Signatory.

AND

Name of Health Care Establishment (HCE): Gangasheel Ayurvedic Medical college & Hospital (Hereinafter referred to as WASTE GENERATOR), running

Address of the (HCE) vill Manpuziya Janki Prasad Kamua Kala  
Bawalpur Road Bareilly.

For Gangasheel Ayurvedic Medical College & Hospital

Authorised Signatory

#### Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.sholestamp.com' or using e-Stamp Mobile App of Stock Exchange.
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3. The onus of checking the legitimacy is on the users of the certificate.
4. In case of any discrepancy please inform the Competent Authority.

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Name of the Individual / Proprietor / Partner Dr. Nishant Bupda

Contact No.: 750033360 E-mail ID: \_\_\_\_\_

Authorized representative of Waste Generator: MA. Sanjay Bhal

Contact No.: 750033360 E-mail ID: \_\_\_\_\_

Whereas the Service Provider has been duly authorized by the U. P. State Pollution Control Board (UPPCB) Lucknow (U.P) under Rule 8 (4) of the Bio-Medical Waste (Management & Handling) Rules 1998 and Directorate of Environment, Lucknow (U.P) for operating and providing facility for the Collection, Reception, Treatment, Storage, Transportation and Disposal of the Bio-Medical Waste.

The Service Provider has installed its facility at SP Green Light Environment Waste Mgmt. LLP Saalpur Navadiya, Meeranpur Katra, District Shahjahanpur for the respective areas of operations.

And both the parties are agreed to enter into this agreement on the terms and conditions narrated hereinafter.

NOW THIS INDENTURE WITNESSETH and it is hereby covenant as follows:

### 1. Validity of the Agreement

This agreement shall remain in force for a period of Two year w.e.f. 1st day of Jan of the year 2021 to 31st day of Dec of the year 2022 (both days inclusive), which may be renewed further with mutual consent of both the parties.

However, if the WASTE GENERATOR do not initiate the service within 15(fifteen) day from execution of this agreement, then this agreement will become null & void.

If the waste Generator is a New Hospital / Clinic / Renew and the Registration with the competent authority is under process then the Validity of this agreement shall be termed as 'Provisional'.

If the Waste Generator fails to submit his Registration within a period of 3 months, then this agreement shall be revoked and become null & void. Once the Waste Generator submit its Registration Details, then the Service Provider will endorse this agreement.

The monthly rate should be increase minimum 10% per year.

**That this agreement may be renewed further for the period and terms and conditions as agreed in between both of the parties hereto.**

### 2. Responsibilities of the "Service Provider"

(i) That the "service Provider" shall comply with provisions as stipulated in Schedule-I of the BMW (M&H) Rules 1998 & as amended in 2000 and subsequent amended in 2016.

(ii) That the "Service Provider" shall collect the segregated bio-medical waste from one designated waste collection point within the premises of WASTE GENERATOR on call basis.

(iii) That the "Service Provider" shall schedule the timing for collecting the waste in consultation with the GENERATOR.

(iv) That the "Service Provider" shall transport the segregated waste in closed container vehicle to its treatment facility.

(v) That the "Service Provider" shall only collect and transport the polythene bags with bar code.

(vi) That the "Service Provider" shall provide monthly report of waste collection to the WASTE GENERATOR

(vii) That the "Service Provider" shall not be held liable for any kind of the violation made by the WASTE GENERATOR/ or its staff under the bio-medical Waste (Management and Handling) 1998 as amended in 2016.

  
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Janakpuri, Haridwar-243122  
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Dr. Nishant Bupda  
for Bangasheel Ayurvedic Medical College & Hospital

  
MA. Sanjay Bhal

Authorised Signatory (Page 2 of 5)

### 3. Responsibilities of the WASTE GENERATOR

- (i) That the WASTE GENERATOR shall segregate the Bio-Medical waste at the point of generation in accordance with the BMW (M&H) Rule 1998 & as amended 2016.
- (ii) That the waste generator shall only use non-chlorinated polythene bags and shall paste bar code stickers on each bag as per CPCB BMW management guidelines 2016.
- (iii) That the WASTE GENERATOR shall collect, pack label and handover the segregated BMW in non chlorinated bags as stipulated under BMW (M&H) Rule, which shall be arranged by the "Waste Provider" at its own cost.
- (iv) That it shall be the sole responsibility of the Waste Generator to keep the BMW under lock and key so as to protect it from any sort of mishandling before it is handed over to the authorized person of Service Provider.
- (v) That the WASTE GENERATOR shall be responsible to disinfect and mutilated the sharps and handover it in sealed puncture proof containers to "Service Providers".
- (vi) That the WASTE GENERATOR shall take all necessary steps to ensure that the waste is handled without causing any adverse effects to human health and environment.
- (vii) That the WASTE GENERATOR shall establish a common secured waste collection end point within its premises for collection, storage of BMW before handing it over to "Service Provider".
- (viii) That the WASTE GENERATOR shall apply and obtain necessary authorization from the prescribed Authority under BMW Rules 1998 as amended in 2016 and submit its necessary return to the prescribed Authority from time to time as laid down in the said Rules.
- (ix) That the WASTE GENERATOR shall designate a "Nodal Officer" to interact with "Service Provider".

### 4. The Terms of Payment

1. That the WASTE GENERATOR shall pay One Time Non- Refundable Membership Fee of ₹ N.A.
2. That the WASTE GENERATOR shall pay an amount equal to 2 months of service charges as refundable/ adjustable interest free security deposit of ₹ N.A.
3. That the Service Provider shall charge Rs. 8500 (i.e. Eight thousand five hundred) per month for Clinic / Pathology Lab/ Dental Clinic/ Hospital or ₹ 100 (i.e. One hundred only) per bed per month for bedded facilities (No. of Bed 100) for the service of collection, transport treatment & disposal of BMW, subject to the condition of weight limit of 300 Kg per month. Excess weight shall be charged ₹ 20 /- per Kg. The above rates are Exclusive of Service Tax & shall be applicable as per prevailing rates.
4. That one time registration charges and two months of adjustable security is only exempted for the members who have valid UPPCB authorization of the period.
5. That the service provider shall charge for non-chlorinated bags with bar code at the rate of ₹ 180/kg plus GST as applicable.
6. That the service provider shall charge for bar code sticker at the rate of ₹ 2/piece

of Bangashree Ayurvedic Medical College & Hospital

*[Signature]*  
Authorised Signatory

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*[Signature]*  
S P GREEN

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Opp. Janta Janki Mandir  
Jalgaon, Barcilly-243122  
Ph: 7058918901

7. As per the CPCB guidelines 2016 biomedical waste management system rates are not included in the above rates, that shall be chargeable according to the schedule of rates further decided between the parties.
8. In case I fail to pay the monthly charges on time (not later than one month), I agree to bear the penalty of ₹. 20 (twenty rupee) Per day till the time my bio medical waste treatment & transportation service will be revoked.
9. That all **bounced cheque** shall be charged @ ₹ 300/- extra in addition to the actual bank charges.
10. That the WASTE GENERATOR undertakes to make the payment through 'Account payee cheque or Demand Draft' in favour of the **SP Green Light Environment Waste Mgmt. LLP** on or before 7<sup>th</sup> 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.
11. That the jurisdiction of Court in all disputes would be Bareilly try, entertain & dispose of any dispute between the parties thereto.
12. Payment should be made by only cheque /NEFT/RTGS. Bank details:- **SP Green Light Environment Waste Mgmt. LLP Account No.- 07124011000668 IFSC:- PUNB0071210, PUNJAB NATIONAL BANK, D.D PURAM, IZZATNAGAR Branch, Bareilly.**

#### 5. Limitation of Liability

That neither party will be liable to the other for any indirect, special, or consequential damages of any kind, including, but not limited to, loss of profits arising in any manner from this agreement regardless of the foresee ability thereof.

#### 6. Force Majeure


That the Parties are not liable for any default or delay in the performance of their respective obligations under the terms of this Agreement; to the extent such default or delay is caused by an event beyond the reasonable control of the Service Provider, whichever entity is unable to perform ( the "Non-Performing Party"). A Force Majeure Event includes but is not limited to, fire, flood, earthquake, elements of nature, acts of war, terrorism, riots, civil disorders rebellion, strike, lockouts, or any other act or omission of God, Government or any other party beyond the Party's control or responsibility. Force Majeure Events shall not give rise to any claim against the other party; nor shall any default or delay, due to a Force Majeure Event, be deemed a breach of this Agreement.

#### 7. Indemnification

That the WASTE GENERATOR shall indemnify, defend and hold harmless the service provider, its shareholder, officers, directors, employees representatives, agents and assignees from and against any and all Claims asserted against, imposed upon or incurred, due to, arising out of or relating to any breach by WASTE GENERATOR of any representation, warranty, term, condition or covenant set forth in this Agreement.

#### 8. Termination Clause

- (i) That both the parties shall be at liberty to terminate this contract by serving a notice of 2 Months well in advance or alternately compensating the other party by an amount equal to 2 months service charges.

  
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for Gangasheel Ayurvedic Medical College & Hospital

  
Authorised Signatory (Page 4 of 5)

- (ii) Service Provider shall be at liberty to notice of termination of agreement / suspension of services offered at any time to the WASTE GENERATOR if the WASTE GENERATOR fails to make the payment to "Service Provider" within a time frame of 3 months / 6 month /12 month( according to district) from the date on which they became so payable.
- (iii) That on termination of this agreement it shall be the responsibility of both the parties to inform prescribed authority.

THAT I/ WE HAVE READ AND UNDERSTOOD THE ENTIRE CONENT OF THIS AGGREEMENT AND ASSENT MY FREE CONSENT TO THE CONTENT.

THAT BOTH THE PARTIES UNDERTAKE TO REMAIN BOUND BY THE TERMS AND CONDITIONS SET OUT HEREIN ABOVE.

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

WASTE GENERATOR

SP Green Light Environment Waste Mgmt. LLP

\_\_\_\_\_

for Gangasheel Ayurvedic Medical College & Hospital

*[Signature]*

Authorised Signatory

*[Signature]*

SP GREEN

1<sup>st</sup> Floor, Tiwari Market,  
Opp. Ram Janki Man Jir  
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Mob-7088918891

AUTHORIZED SIGNATORY (With Stamp)

AUTHORIZED SIGNATORY (With Stamp)

Address: MR. Sanket Baul  
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