



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹10

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Certificate No. : IN-DL71841691765140W
Certificate Issued Date : 16-Oct-2024 12:30 PM
Account Reference : IMPACC (IV)/ dl782403/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL78240393417978499256W
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.) : 10
(Ten only)

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Please write or type below this line

IN-DL71841691765140W

This Agreement ("Agreement") is made and executed at New Delhi on this 13TH Day of
NOVEMBER 2024

BY AND BETWEEN

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

For Golden Crown Dentistry

[Signature]

Proprietor



Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shilestamp.com' or using e-Stamp Mobile App of Stock Exchange of India.
Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
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.

AND

Golden Crown Dentistry having its operating health care unit at **A2/25, GF, Gate No1, Prateek Apartment, Paschim Vihar, New Delhi-110063** (hereinafter referred to as "Waste Generator") represented through its Authorized Signatory DR NUPUR GOYAL to enter into and sign this Agreement or and on behalf of the Waste Generator of 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 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. Whereas the Waste Generator is desirous of out sourcing the disposal of its Bio-Medical Waste generated at the health care unit and have approached the Service Provider for providing its service in this regard and after discussions and due negotiations taken place, both the parties agreed to enter into this Agreement on the terms and conditions stated 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 acknowledgement signature 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 has to pay yearly payment of Rs.13,261/- including 12% GST in advance 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 Waste Generator. The Service Provider shall issue Annual invoice against the annual payment made in advance by the Waste Generator.
3. That the Service Provider Monthly Charges Inclusive 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:

For Golden Crown Dentistry



Proprietor



- (i) Minimum charges of **Rs.945/-(Nine Hundred Forty Five Only)** per month excluding 12% GST for Pathology/Dispensary/Collection Centre/**Clinic**/Research Lab/Hospital (**0 BED**) subject to a maximum collection of waste up to 15kg. Extra quantity of waste will be chargeable@ Rs.30/-per Kg.
- (ii) The Waste Generator shall pay onetime non-refundable registration fee of Rs.500/ (Five hundred only) + 12% GST.
4. (a) Notwithstanding the aforesaid terms this Agreement may be terminated by either party by giving 30 days advance written notice. However this requirement of 30 days notice shall not be applicable in the event occurrence of any of events specified in Clause 4b, (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 when 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 for circumstances arising under force majeure clause or due to circumstances beyond control of the parties.
- (c) That upon expiry of the term or the earlier termination of this Agreement, the accounts shall be settled and excess amount if any paid by the Waste Generator under Clause 2 shall be refunded back without any interest thereon. ref.
5. 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.
6. That this Agreement shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of Courts at Delhi, to try, entertain and dispose any disputes between the parties thereto. All notices, requests, demands and other communications, required/permitted to be given under this Agreement shall be in writing.

For Golden Crown Dentistry



Proprietor

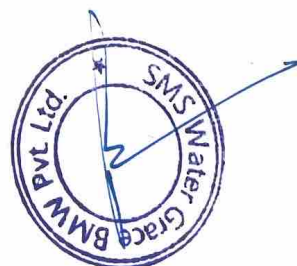


7. That the Waste Generator should get the Agreement renewed one month before the expiry of the validity of the Agreement. The Waste generator further undertakes keep the validity period of the Agreement for a minimum period of one year from the date of service as per pollution Control Committee/Board Rule and in between if the Agreement is cancelled/terminated, it 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 Generator also undertakes to give one month notice in writing if it wants to discontinue the service and wish to switch over to another service provider failing which.
8. That in case the Agreement gets misplaced by the Waste Generator then Rs.100/- will be charged from the Waste Generator for issuing the Agreement again.
9. That the Waste Generator further undertakes to sign every page of the Agreement and return both copies of the Agreement to the Service Provider's for its signature and the Services Provider will return the duplicate copy of the Agreement to the Waste Generator. On receipt of the Agreement, the Waste generator will submit a copy of the Agreement with the date of service expiry to the pollution control committee /board.
10. The term of this Agreement shall be for a period one (1) year commencing from **13-11-2024 to 12-11-2025**.
11. That in case there is any change in the constitution of Waste Generator the same shall be informed forth with to the Service Provider.
12. That both the parties under take to remain bound by the term and conditions set out herein above.
13. Please note that the Waste Generator must intimate the Service Provider in writing in advance, preferably over email, if the health care unit is closed due to any reason. In absence of such intimation, Waste Generator shall be liable to pay the service charges.

For Golden Crown Dentistry



Proprietor



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

WASTE GENERATOR

For Golden Crown Dentistry
(WASTE GENERATOR)



Proprietor

AUTHORISED SIGNATORY

Address:

A2/25, GF, Gate No1, Prateek Apartment,

Paschim Vihar, New Delhi-110063

8076949557

goldencrowndentistry@gmail.com

Fax:

Witness – H.C.E.

1.

SMS WATER GRACE BMW PVT LTD

(SERVICE PROVIDER)



AUTHORISED SIGNATORY

Sewage Treatment Plant,

Delhi Jal Board Complex

New Delhi-110041

Ph: +91- 8744076042

web: www.smsdelhibmw.co.in

Email: prabal.singh@smsl.co.in

Witness:- SMSWGBMWPL

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