



**Renewal of AGREEMENT**

**That the previous agreement executed on 10<sup>th</sup>December,2022, is renewed on 09<sup>th</sup>December,2023 and shall be valid only when endorsed through a SEAL of Environ Waste Connections LLP.**

**BY AND BETWEEN**

**M/s Environ Waste Connections LLP, (hereinafter referred to as "Service Provider")having its Registered office at D-27/1, Street No.-9, Near 30 Feet Road, Jöhripur Extn.,Delhi-110094 and Plant address at: BN: 102-104,Phase -III, UPSIDC,M.G. Road Indl.Area, Ghaziabad-Hapur UP-201015, duly represented by - Director or its representative.**

**AND**

**Name of Health Care Establishment (HCE) - Yatharth Wellness Super Speciality Hospital & Heart Centre (A unit of Yatharth Hospital & Trauma Care Services Limited)**

**(Hereinafter referred to as "Waste Generator")**

**Full Address:- NH-01, sector -110, Noida UP 201304**

**Authorized Representative of Waste Generator: - Dr. Ajay Kumar Tyagi**

**Designation: -(Owner)**

**Contact No.:- 8588899907**

**Email Id:- [ajaytyagi66@gmail.com](mailto:ajaytyagi66@gmail.com)**

**WHEREAS the "Service Provider" has been selected and duly authorized by U.P. State Pollution Control Board(UPSPCB) under the provisions of BMW Rules for providing services of the collection,transportation,storage,treatment and disposal of Bio-Medical Waste.**

**AND WHEREAS WASTE GENERATOR is desirous to outsource the disposal of Bio-Medical Waste generated by them and have approached "Service provider" for providing its services at its treatment facility located at BN: 102-104, Phase-III, UPSIDC, MG Road Indl.Area, Ghaziabad-Hapur, U.P.-201015.**

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

**NOW THIS INDENTURE WITNESS ETH and it is hereby covenant as follows:**

**Validity of the Agreement:**

**This agreement shall remain in force for a period of One (01) Yearw.e.f.10/12/2023 to 09/12/2024 (both days are inclusive) and can be further renewed with mutual consent of both the parties.**



### Responsibilities of the "Service Provider":

1. "Service Provider" shall meet all the rules and regulations as stipulated by the SPCB And "Service Provider" alone is liable for any violation of the Environment (Protection) Act 1986 and the relevant rules made there under, after collection of BMW from the GENERATOR.
2. "Service Provider" shall collect the segregated bio-medical waste from the identified common waste collection point within the premises of GENERATOR on daily basis. "Service Provider" shall provide assistance to finalize the pick-up location to the GENERATOR. The GENERATOR shall be fully responsible for keeping the BMW under lock and key and protecting it from any sort of mishandling before it is handed over to any authorized person of Service Provider.
3. Service Provider shall schedule the timings for collecting the waste in consultation with the GENERATOR. In case "Service Provider" fails to collect the BMW within a time frame of 24 hours of the designated time due to any reason, the GENERATOR shall inform "Service Provider", who shall ensure to collect the BMW from the premises of the GENERATOR within the next 24 hours of the intimation.
4. "Service Provider" shall transport the segregated waste in closed container vehicle to its treatment facility in enclosed bins.
5. On the written request of the GENERATOR, "Service Provider" shall undertake to provide/educate the generator and its staff, at no extra cost, the initial training about these segregation /method of collection of BMW in designated color coded plastic bags.
6. "Service Provider" shall not be held liable for any kind of the violation made by the generator / or its staff under the Service Providerment (Protection) Act 1986 or any similar regulations/norms.
7. "Service Provider" shall be responsible for appropriate treatment and shredding of disinfected waste at the centralized facility as per Schedule-1 of the BMW Rules 2016.
8. "Service Provider" shall be responsible for the disposal of treated waste into secured landfills or in recycling plants as applicable.

### Responsibilities of the "Waste Generator":

1. The WASTE GENERATOR shall segregate the waste at the point of generation in accordance with the BMW Rules 2016 and in compliance with the standards prescribed thereunder.
2. The WASTE GENERATOR shall collect and hand over the segregated BMW in plastic bags as stipulated by the State Pollution Control Board (SPCB) norms.
3. All consumables like bags, needle cutters, disinfectants etc. shall be procured by the WASTE GENERATOR at its own cost.
4. All the bags shall be sealed tightly and labeled as per the rule by the WASTE GENERATOR and "Service Provider" will collect the sealed bags only from a secured designated point within the premises of the WASTE GENERATOR.
5. The WASTE GENERATOR shall disinfect the sharps, mutilate them and hand over in Puncture Proof Containers to "Service Provider".

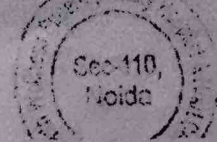


*[Handwritten signature]*

6. The WASTE GENERATOR shall take all steps to ensure that the waste is handled without adverse effects to human health and Service Providerment.
7. The WASTE GENERATOR shall establish a common secured waste collection point within its premises for collection and handing over to "Service Provider".
8. The WASTE GENERATOR shall furnish annual report on "Form-IV" regarding generation, collection and storage of Bio-Medical wastes in the prescribed format to State Pollution Control Board.
9. The WASTE GENERATOR shall maintain all the relevant records and make reports of the accidents to SPCB, if any, on "Form-I" as prescribed under the rules.
10. The WASTE GENERATOR shall designate a "Nodal Officer" to interact with "Service Provider".
11. The Bio-Medical Waste handed over by the WASTE GENERATOR may be checked and suggestions, if needed, may be provided for improvement in the segregation of waste by "Service Provider".
12. The WASTE GENERATOR shall obtain authorization from the State Pollution Control Board.
13. The WASTE GENERATOR shall be solely responsible for the number of beds being declared to "Service Provider", which must be same for which the authorization is obtained from State Pollution Control Board. The WASTE GENERATOR shall inform "Service Provider" and SPCB within 7days about any change in the number of beds. Service Provider shall not be responsible for any under/over declaration by WASTE GENERATOR on this account.

**Terms & Conditions:s**

1. The WASTE GENERATOR shall pay One Time Non-Refundable Membership Registration Fee of Rs. NIL/-.
2. The WASTE GENERATOR shall pay amount equal to NIL months of service charges as refundable / adjustable security deposit.
3. Service Provider shall charge Rs. 18,000/--(Rupees Eighteen Thousand Only) Per annum and GST Exclusive @12% or as Applicable will be charge on Fixed Charges. Whereas it is principle agreed in between service provider and Waste generator that apart from this if waste generator will demand for service he will pay extra @Rs.NIL/- and GST @ NIL% as per applicable per service.
4. Service Provider shall charge Rs.           /-(Rupees            Only) and GST @           % or as Applicable per Month, from date            Rs.....(Rupees ..... ) per month, For the service of collection, transportation, treatment & disposal of BMW, subject to the condition of maximum weight limit of 1500 KG per month. The quantity of waste over & above the limit shall be charged @ Rs.10 Along with the GSTs as applicable. The service charges mention herein is applicable for the declared capacity of 250 beds only.
5. The above rates shall be increased annually by 10% on previous year's rates.
6. The no. of beds as well as quantity of waste shall be reviewed annually. The agreement may be amended suitably, if required.
7. If the Waste Generator by virtue of any reason fails to make the payment within 30 days of submission of bills, "Service Provider" shall charge a late payment fee of Rs. 100 per day.



8. Service Provider would be at liberty to serve the 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 from the date on which they became so payable.
9. In the case of the termination of the agreement by virtue of applicability of Para 6 above the security deposit/ advance paid by the WASTE GENERATOR shall stand forfeited without impacting the original claim of the "Service Provider".
10. All payments shall be made through crossed a/c payee demand draft or cheque, favoring "Environ Waste Connections LLP" only.
11. All bounced cheques shall be charged @ Rs. 590/- extra in addition to the actual bank charges.
12. The jurisdiction of Court in all disputes would be the place of registered office of Service Provider only.

Termination Clause

Both the parties would be at liberty to terminate this contract by serving a notice of 3 Months well in advance or alternately compensating the other party by an amount equal to the average of 3 month billing.

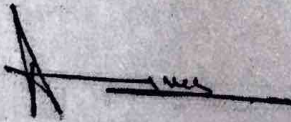
IN WITNESS WHEREOF, this Agreement has been executed by the Parties here to on the day and year first above written.

Signed and Delivered by:

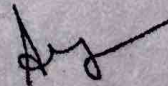
For and on behalf of "Service Provider"

"For and on behalf of "Waste Generator"

Sign:



Sign:



Name: Amit Kumar Lall

Name: Dr. Jaykumar Tyagi

Designation: C.M

Designation: Director

