

Non Judicial

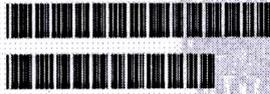


Indian-Non Judicial Stamp  
Haryana Government



Date : 01/05/2025

Certificate No. GOA2025E1956  
GRN No. 131684029



Stamp Duty Paid : ₹ 101  
(Rs. Only)  
Penalty : ₹ 0  
(Rs. Zero Only)

**Seller / First Party Detail**

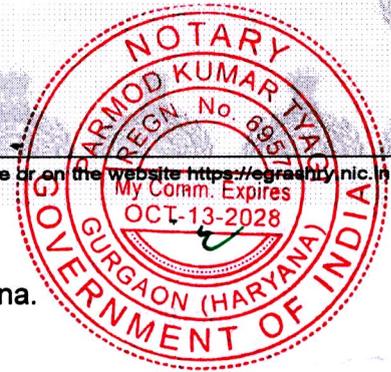
Name: Biotic pvt ltd  
H.No/Floor : 0 Sector/Ward : 0 LandMark : 0  
City/Village : Budhera District : Gurgaon State : Haryana  
Phone: 93\*\*\*\*\*93



**Buyer / Second Party Detail**

Name : Sgt medical college  
H.No/Floor : 0 Sector/Ward : 0 LandMark : 0  
City/Village: Budhera District : Gurgaon State : Haryana  
Phone : 93\*\*\*\*\*93

Purpose : FOR SERVICE AGREEMENT



The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://e-graahy.nic.in>

**SERVICE AGREEMENT**

The Agreement is entered into on this 30th Day of March 2025 at Haryana.

**BY AND BETWEEN**

**Biotic Waste Ltd.** having its treatment facility at **Plot No.725, Pace City-41, Sec-37 Gurugram, Haryana** and its regd. office at (hereinafter referred to as "First Party" which expression shall, unless contrary to and/or repugnant to the context mean and include it's successors, representatives and permitted assigns) through Mr. Anup Yadav to enter into and sign this agreement for and on behalf of the First Party.

**AND**

**M/s SGT University, Gurugram, Haryana including SGT Medical College, Hospital & Research Institute, Gurugram, Haryana** (hereinafter referred to as "Second Party" which expression shall, unless contrary to and / or repugnant to the context mean and include its successors, representatives and permitted assigns) through its authorized representative Registrar, Dr. Joginder Yadav of the Second Party.

**WHEREAS**

The First Party has been authorized by the Haryana State Pollution Control Board (HSPCB) of the Bio-Medical Waste Rules, 2016 for operating a facility for the Collection, Reception, Transportation, Treatment and Disposal of Bio-Medical Waste in Haryana.

The Second Party in compliance of the Bio-Medical Waste (Management & Handling) Rules, 2016 desired to have services for disposal of their Bio-Medical Waste (except liquid bio-medical waste) for which the First Party is authorized facility of HSPCB.

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

**Registrar**  
SGT University  
Budhera, Gurugram



1. **The First Party** will require the Second Party's representative to sign its Daily Bio Medical Waste (hereinafter referred to as "BMW") Collection Sheet to acknowledge handing over of Bio-Medical Waste to First Party. The First Party's Staff will sign the Record Book to be maintained by the Second Party in acknowledgement of waste collected. Maintenance of the said Record Book by the Second Party is a statutory requirement and has to be complied with.
2. **The Second Party** will arrange for the collection of BMW and ensure proper segregation of Bio-medical Waste generated from its various department/wards, as per Bio-medical Waste (Management and Handling) Rules, 2016. The Second Party also ensures that all the Bio Medical Waste i.e. incinerable and autoclavable waste (including plastic waste) is handed over to First Party. All infected material including culture plates, laboratory sample (autoclavable) shall be segregated in yellow-colored bags as per BMW Rules at user level and given to First Party.
3. **The Second Party** will pack the segregated Bio-Medical waste as per rules, at the collection end point, in Color Coded Bags, label the bags as per Schedule IV (Rule 6) of the Bio- Medical Waste Rules, 2016 and keep them ready for collection by First Party's collection staff during 6 a.m. to 10 p.m. or any other time which may be mutually agreed upon.
4. **The Second Party** will itself arrange for all color-coded bags as per BMW Rules to be used for internal segregation and for their end point purposes.
5. **The Second Party** undertakes to deliver to the First Party only the segregated Bio-Medical Waste generated on a daily basis. Bags should be duly labeled as per Schedule IV, signed and tagged General Waste i.e. (MUNICIPAL SOLID WASTE IS NOT TO BE PUT INTO THE COLOUR CODED BAGS AT ALL). For any violation of the Bio-Medical Rules in this regard the Second Party shall be exclusively responsible.
6. **The Second Party's** responsibility will cease once the segregated bio-medical waste, duly packed, labeled and signed, has been handed over to the First Party. It is specifically agreed and understood that compliance of the Bio-medical Waste (Management & Handling) Rules 2016 during transportation and disposal of Bio-Medical Waste shall be the exclusive responsibility of the First Party.
7. **The First Party** will charge the Second Party being a private organization having Total 878 Hospital Beds facilities, Rs 2,31,792/- + 27,815/-(GST@ 12%) = Rs 2,59,607/- (Two Lakh Fifty-Nine Thousand Six Hundred and Seven Only) Monthly subject to maximum quantum of 8560 Kg/ Month from 01 April 2025 to 31 March 2026. BMW collected in excess of agreed quantity will be charged @ Rs. 35 per Kg extra. The charges for the first month shall be payable at the time of signing of the agreement and service tax will be charged over and above the aforesaid amount as per government rules.
8. Apart from one-month charges payable at the time of signing of the agreement as per clause 7 above, the late fee Rs. 200 per month, in which the payment is due, would be charged by the First Party if payment is not made within 10 day of receipt of the bills or 10<sup>th</sup> of every month, whichever is later.
9. **Payment will be accepted only by Cheque /NEFT/RTGS. CASH PAYMENT WILL BE NOT ACCEPTED IN ANY CIRCUMSTANCES. If any payment made in CASH it will not be acknowledged by the First Party.**

  
**Registrar**  
SGT University  
Budhera, Gurugram



10. Taxes, such as Contract Sales Tax, Service Tax etc., if applicable, shall be payable by the Second Party.

10. (a) Notwithstanding the aforesaid terms this Agreement may be terminated by either party by giving 90 days written notice. However, this requirement of 90 days' notice shall not be applicable upon the occurrence of any of events specified in Clause 10 b, in which events the service would be suspended/ terminated forthwith.

10. (b) Notwithstanding the aforesaid term. The First Party will be within their rights to suspend the services to the Second Party in the event of the Second Party handing over un-segregated Bio-Medical Waste or for nonpayment within Thirty days of submission of the bill. After termination of the agreement the First Party shall inform the Haryana State Pollution Control Board in writing regarding the cancellation of agreement.

11. Neither party shall transfer or assign the right granted under this Agreement without the prior intimation to and permission from 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.

12. In the event of any increase in the prices of diesel, petrol, CNG, electricity etc. or in minimum wages payable to employees as per Minimum Wages Act or any other circumstances that affect the transportation/disposal cost of Bio-Medical Waste during the substance of this agreement, the First Party shall be entitled to enhance rates, which shall be fixed by mutual agreement between the parties.

13. No change of modification or waiver of any of the terms of this Agreement shall be effective unless agreed to in writing and signed by a duly authorized officer of each of the parties hereto.

14. This agreement shall be governed by the laws of India and shall be interpreted and construed in accordance with the laws of India and the Courts at Gurugram, Haryana alone shall have exclusive jurisdiction to try, entertained and dispose of any dispute between the parties hereto.

15. All notices, requests, demands and other communications required/ permitted to be given under this Agreement shall be in writing and delivered by hand against receipt, or sent by registered mail or by telex at the following address.

| FIRST PARTY   | SECOND PARTY   |
|---|--|
| Biotic Waste Ltd. Plot No.725, Pace City-II, Sec-37 Gurugram, Haryana<br>GST NO. 06AADCV1049G1ZJ<br>Contact No. 0124-237070 | SGT University, Gurugram, Haryana<br>Pin-122505<br>Contact No. 9319390119<br>hqacgsgtuniversity.org<br>medicalsupt*sgtuniversity.org |



Any such notice or communication shall be deemed to have been duly given and served at the date and time of (I) delivery or of first refusal of delivery, if sent by registered mail or delivered by hand; or (II) either the date sent (if sent during the receiving party's normal business hours) or next succeeding business day, if sent by telefax.

16. If occupier fail to submit the PCB Authorization in a Month's time from the date of agreement, then agreement will be null and void.

Occupier PCB authorization no....., dated 01/10/23. Valid from to (If new Registration then Authorization copy required to be submitted in 30 days.

BMW22GUSD25834058

Registrar  
SGT University  
Budhera, Gurugram



17. Both the parties shall 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.
18. 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 resolved amicably by both the parties. 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 sole arbitrator appointed jointly by both the parties in accordance with the Indian Arbitration Act, 1996 for the time being in force. The language of the arbitration shall be English. The seat and venue of arbitration shall be at Gurugram and the local laws of Gurugram (Haryana) shall be applicable.
19. The term of this Agreement shall be commencing from 01/04/2025 and terminating on 31/03/2026 and the Agreement thereafter may be renewed for such further period and on such terms and conditions as may be mutually decided by the parties.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HAND AND SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.**

**For Biotic Waste Ltd.**



**Authorized Signatory  
(First Party)**

**Witness: -  
Biotic Waste Ltd.**

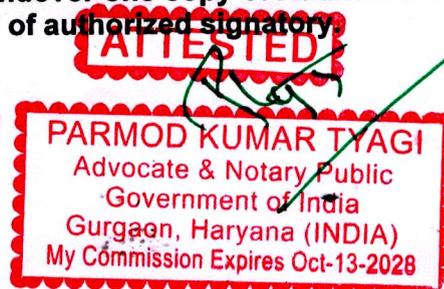
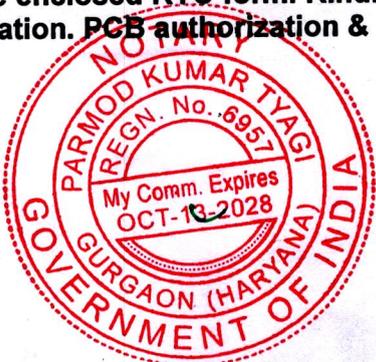
**For SGT University**

**Registrar  
SGT University  
Budhera, Gurugram**

**Authorized Signatory  
(Second Party)-**

**For SGT University**

**Please fill the enclosed KYC form. Kindly handover one copy of Aadhaar Card, Pan Card and GST Registration. PCB authorization & 1 PP of authorized signatory.**



**02 MAY 2025**