

Non Judicial



Indian-Non Judicial Stamp  
Haryana Government



Date : 28/03/2023

Certificate No. G0282023C3108

\*G0282023C3108\*

Stamp Duty Paid : ₹ 101  
(Rs. Only)

GRN No. 100822234

\*100822234\*

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Biotic Waste Ltd

H.No/Floor : Na

Sector/Ward : Na

LandMark : Na

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone: 99\*\*\*\*\*71



Buyer / Second Party Detail

Name : Sgt University

H.No/Floor : Na

Sector/Ward : Na

LandMark : Na

City/Village: Gurugram

District : Gurugram

State : Haryana

Phone : 99\*\*\*\*\*71

Purpose : SERVICE AGREEMENT

SERVICE AGREEMENT

The Agreement is entered into on this 30th Day of March 2023 at Haryana.

**BY AND BETWEEN**

**Biotic Waste Ltd.** having its treatment facility at **Plot No.725, Pace City-11, 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**.



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SGT University,  
Budheda, Gurugram

## 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** witnessed the following terms & conditions to be performed by both the parties to the agreement.

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 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



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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. The Second Party will be solely responsible for compliance of Bio-Medical Waste Rules, 2016 in respect of their liquid bio-medical waste.

7. The First Party will charge the Second Party being a Private organization having 878 Teaching Beds + Critical Care & Day Care 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 2023 to 31 March 2024. 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 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 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 the 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.**

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 agreement the First Party shall inform the Haryana State Pollution Control Board in writing regarding 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



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

Any such notice or communication shall be deemed to have been duly given and served at the date and time of (1) 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.....Valid from to (If new Registration then Authorization copy required to be submitted in 30 days.

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



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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 **01/04/2023** and terminating on **31/03/2024** 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.

*Anshu Kumar*

**For SGT University**

**Authorized Signatory  
(Second Party)**

For SGT University

**Registrar**  
SGT University,  
Budhera, Gurugram

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.



**ATTESTED**

RAM NIWAS MALIK, ADVOCATE  
NOTARY, GURUGRAM (HR.) INDIA

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Haryana Government



Date : 29/03/2023

Certificate No. G0292023C407

\*G0292023C407\*

Stamp Duty Paid : ₹ 101  
(Rs. Only)

GRN No. 100865084

\*100865084\*

Penalty : ₹ 0

(Rs. Zero Only)

**Seller / First Party Detail**

Name: Polestar Infosystem

H.No/Floor : Na Sector/Ward : Na LandMark : Na

City/Village : Gurugram District : Gurugram State : Haryana

Phone: 99\*\*\*\*\*71



**Buyer / Second Party Detail**

Name : Sgt University

H.No/Floor : Na Sector/Ward : Na LandMark : Na

City/Village: Gurugram District : Gurugram State : Haryana

Phone : 99\*\*\*\*\*71

Purpose : SERVICE AGREEMENT

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

**SERVICE AGREEMENT**

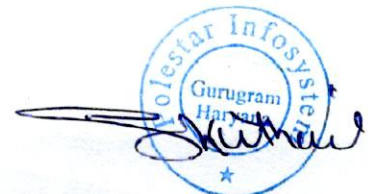
This General Service Agreement is made and entered into force on 01/04/2023 by and between the following parties

Polestar Infosystem, a partnership firm having its registered office at H. No. 413, Sector -51, Gurugram, Haryana- 122001 (hereinafter referred to as the "Service Provider") (Which expression shall unless repugnant to context or meaning thereof, be deemed to mean & include its assigns, nominees, legal representatives) through its duly Authorized representative SANJAY SINGH

AND

SGT University (including SGT Medical College, Hospital and Research Institute), Vill. Budhera, Gurugram, Haryana - 122001 (hereinafter referred to as the "Customer-Occupier/Health Care Facility (HCF) (Which expression shall unless repugnant to context or meaning thereof, be deemed to mean & include its assigns, nominees, legal representatives) through its Registrar

  
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Budhera, Gurugram



**Background:**

1. The Service Provider is in the business of IT solutions and consultancy, customized software solutions including mobile applications with regards to data management, Customer relations, accounting, bar coding, scanning solution and process automation. It also supplies Products such as poly bags, containers, boxes, bins for different waste streams.

2. As explained and discussion with the Service Provider, the Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services as explained in this agreement to the Customer.

3. The Service Provider is agreeable to provide such services to the Customer on the terms and conditions set out in this agreement.

**IN CONSIDERTION OF** the matters described above and of mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged. The Customer-Occupier/Health Care Facility (HCF) and the Service Provider (individually the "party" and collectively the "parties" to this agreement) agree as follows:

**1. Scope of Services:**

1.1 The Customer-Occupier/Health Care Facility (HCF) hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of:

1.1(a) Use of mobile application registered as "Polestar" on Google Play Store ("mobile application") which is owned by the Service Provider with user id and password provided to CustomerOccupier/Health Care Facility for scanning the bar codes (scanning by Occupier is applicable for Health Care Facility having more than 30 Beds) provided by the Service Provider to the Health Care Facilities as per requirement of Bio-Medical Waste Management Rules 2016 with amendments till date and guidelines issued there under by the Central Pollution Control Board.

1.1(b) Use the data scanned through mobile application as detailed in Sr. No 1.1 (a) either on mobile application or online website login details provided by the Service Provider.


**2. Terms of the agreement:**

2.1 The term of this Agreement (the "Term") will begin on the date of signing of this Agreement and will remain in full force for a period of one year from the date of this agreement.

2.2 In the event of either party wishes to terminate this Agreement, that party will be required to provide 30 days' notice to the other party.

  
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Polestar Infosystem  
Gurugram

2.3 The data collected through mobile application will not be shared by the Service Provider with any agency or individual except Pollution Control Board/ Committee and concerned Health Care Facility.

2.4 Except as otherwise provided in this Agreement, the obligations of the Service Provider will end upon the termination of this Agreement. Non-payment of charges, mentioned in the clause no. 3.1 will be considered as a condition which will lead to the termination of this Service Agreement. Upon the termination of this agreement, the Service Provider will not be liable for scanning, providing or storing or transferring the data collected through mobile application after the termination of this Service Agreement.

**3. Consideration and Terms of Payment:**

**3.1 Consideration**

In consideration of the services rendered by the Service Provider under this agreement, the Occupier shall pay consideration to the Service Provider as provided hereunder ("Consideration"):

**Annexure I**  
**Barcode System - Mandatory Compliance**  
**BAR CODE SYSTEM**

| SL. No. | Details                               | Services/ Products                                  | Description  | Charges for 01/04/2023 to 31/03/2024  | Charges for 01/04/2024 to 31/03/2025   | Charges for 01/04/2025 to 31/03/2026   |
|---------|---------------------------------------|---|--|---|--|--|
| 1       | Proposal for 30 and above bedded HCFs | Bar coding system & Data management (Usage Charges) | - Android App<br>- AMC<br>- Data Preserve for 5 years<br>- Server Rent<br>- Data Transfer to HSPCB<br>- Waste acknowledgement through Email and SMS<br>- Log In credentials at App and website | Rs 400/- per bed per year<br>Usage Charges – (Rs 400 x 878 = Rs 3,51,200/- + Rs 63,216/- (GST @ 18%) = Rs 4,14,416) | Rs 420/- per bed per year<br>Usage Charges –Rs 420 x 878 beds = Rs 3,68,760/- + GST as applicable at the time of payment | Rs 441/- per bed per year<br>Usage Charges –Rs 441 x 878 beds = Rs 3,87,198/- + GST as applicable at the time of payment |
| 2       | Barcode Stickers                      | Bar coding Stickers                                 | - Bar coding stickers as per BMW Rules and CPCB Guidelines<br>- Free door step delivery  | Rs 1.00/ sticker (Color Coded)  | Rs 1.00/ sticker (Color Coded)   | Rs 1.00/ sticker (Color Coded)   |

  
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- GST Extra, if applicable shall be payable by the Occupier

Username and Password will be provided by the Service Provider to the Occupier, where the occupier can scan, provide, store or transfer his data.

### 3.2 Mode of Payment

(a) All payments are to be made through Cheque/Demand Draft/NEFT/RTGS only; No Cash Payments will be accepted in lieu of monthly/ annual charges.

(b) In lieu of the Services rendered by the Service Provider pursuant to this agreement, the Occupier has to pay Software Charges - Bar coding and Data management, Bar coding label charges and Consumable Supply charges in advance; the consideration mentioned under clause no. 3.1 to this agreement.

(c) In case the Occupier fails to make the payment mentioned under clause no. 3.1 to this agreement, it will lead to the termination of this agreement. Upon the termination of this agreement, the Service Provider will not be liable for scanning, providing or storing or transferring the data collected through mobile application. Non-compliance of the Bio Medical Waste Management Rules (BMWM Rules) - 2016 due to this reason will be the sole responsibility of the Occupier.

(d) In case, any payment made through cheque is rejected by bank due to reasons on part of Occupier, a cheque bounce fee of Rs.500/- (Rupees five Hundred Only) shall be charged from the Occupier.

(e) It is the duty of both the parties to submit information in writing to HSPCB regarding suspension and termination of services. After termination, it is the sole responsibility of the Occupier to bar code the Bio-medical waste in compliance with the BMWM Rules 2016. A letter for restoration/revocation of termination of agreement will be issued only after clearing the payments/dues, restoration administrative expenses/charges of Rs. 1,000/-.

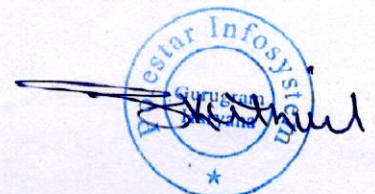
(f) In the case of amendment in the BMWM Rules-2016 and other applicable Acts and rules, the occupier is hereby agreed to make payment of above the services accordingly.

### 4. Performance:

4.1 Applicable for Health Care Facility (HCF) having up to 30 Beds - the Service Provider will procure the desired weighing scale desired for operating the mobile application. The Service Provider will also ensure the android compatible mobile phone for their staff for using the mobile application.



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4.2 Applicable for HCF having more than 30 Beds - The Occupier will procure the desired compatible Bluetooth weighing scale at his own cost desired for operating the mobile application. The Occupier will also ensure the Android compatible mobile phone for their staff for using the mobile application.

4.3 The parties agree to do everything necessary to ensure that the terms of this agreement take effect.

4.4 The desired facilities such as internet, computer or any other investment for using the service, the Occupier need to procure from his sources or income sources.

4.5 The Occupier agrees to pay the charges mentioned in the clause no. 3.1. Any default in the payment will lead to the termination of this agreement. Upon the termination of this agreement, the Service Provider will not be liable for scanning, providing or storing or transferring the data collected through mobile application during the service Agreement.

#### 5. Term/ Termination Clause:

Unless terminated earlier herein, the term of this Agreement shall be for a period of 03 (Three) years commencing from 01-04-2023 and terminating on 31-03-2026.

#### 6. Compensation:

6.1 No party is to pay any type of compensation to other party during agreement or on termination of agreement as per provisions of this agreement.

6.2 The Service Provider will not be liable for any type of compensation to Customer for any type of expenses or investment done by Customer for using service.

#### 7. Confidentiality:

7.1 Confidential information (the "Confidential information") refers to any data or information relating to the business of the Customer which would reasonably be considered to be proprietary to the Customer including, but not limited to, accounting records, business processes, and client records that is not generally known in the industry of the Customer and where the release of confidential information could reasonably be expected to cause harm to the Customer.

7.2 The Service Provider agrees that it will not disclose, divulge, reveal, report or use, for any purpose, any confidential information which Service Provider has obtained, except as authorized by the Customer or limited to this Agreement.

7.3 The Service Provider agrees to use the Confidential Information solely in connection with this Agreement and not for any purpose. The Service Provider shall not be entitled to use the confidential information for any other purpose without the prior

  
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Budhera, Gurugram



written consent of Customer. No other right or license, whether expressed or implied, in the Confidential Information is granted to the service provider hereunder. If there is any breach of confidential information of Customer by the Service Provider then the Service Provider will be liable for the same and will fully indemnify Customer in this regard.

7.4 The provisions of this Article shall survive the term/termination of this Agreement.

## 8. Notice:

8.1 All notices, requests, demands or other communications permitted by the terms of this Agreement will be given in writing and delivered to parties of this Agreement as follows:

A. M/s POLESTAR INFOSYSTEM.

Address: H. No. 413, Sector-51, Gurugram, Haryana-122001

Email id: [polestar.bmw.ggn@gmail.com](mailto:polestar.bmw.ggn@gmail.com)

Mobile No. 7827969755

B. Occupier Name: SGT University (including SGT Medical College, Hospital and Research Institute)

Address: Vill. Budhera, Gurugram, Haryana-122001

Email id [accounts@sgtedu.org](mailto:accounts@sgtedu.org), [drbijendersindhu@gmail.com](mailto:drbijendersindhu@gmail.com)

Contact person REGISTRAR

Mobile No. 9871487673

GST No. 06AAATD2705K1ZZ

## 9. Dispute resolution:


In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation. If the dispute is not resolved through negotiation then either party may refer the dispute for resolution to the Arbitration under the provisions of the Arbitration and Conciliation Act, 1996 or any subsequent enactment or amendment thereto, and the decision of the Arbitrator (whom shall be jointly appointed by both the parties) shall be binding upon both the parties. The seat of Arbitration shall be at Gurugram. The language of arbitration shall be English. The provisions of this Article shall survive the term/termination of this Agreement. Each party shall bear its own cost of the arbitration.

## 10. Modification of agreement:

Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this agreement will only be binding if evidenced in writing signed by each party or authorized representative of each party.

  
**Registrar**  
SGT University,  
Budhera, Gurugram



  
Polestar Infosystem  
Gurugram  
Haryana

**11. Independent Contractor:**

Service Provider is acting as an independent contractor with respect to the services provided to the Occupier. Neither Service Provider nor the employees of the Service Provider performing services for the Occupier will be considering as employees or agents or the Occupier. The Occupier will not be responsible for Service Provider's acts or the acts of Service Provider's employees while performing services under this Agreement. Nothing contained in this Agreement shall be construed to imply a joint venture, partnership or principal-agent relationship between the parties and neither party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other Party.

**12. Training:**

The Service Provider shall provide necessary training and instructions in the use of the Software for the Occupier's personnel in accordance with the requirements of the Agreement. If the extent of such instruction is not detailed in the Agreement, the Service Provider shall provide adequate training and instruction for a sufficient number of the Occupier's personnel to secure the satisfactory operation of the Software.

**13. Assignment:**

The Service Provider will not voluntarily or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written information to the Customer.

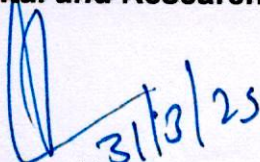
**14. Governing Law and Jurisdiction:**

This MOU shall be governed by and construed in accordance with the substantive Central and State laws of India. Any and all disputes, controversies and conflicts between or among the parties arising out of or relating with this MOU shall be subject to the jurisdiction of Gurugram Courts.

**IN WITNESS WHEREOF** the parties have duly affixed their signatures under hand and seal on this.....

**Customer/ Occupier**

**For & on behalf of  
SGT University (including SGT Medical College,  
Hospital and Research Institute)**

  
**Authorized Person**


**Registrar  
SGT University,  
Budhera, Gurugram**



**ATTESTED**

**RAM NIWAS MALIK, ADVOCATE  
NOTARY, GURUGRAM (HR.) INDIA**

**For & on behalf of  
Polestar Infosystem**

  
**Authorized Person**