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AGREEMENT

This agreement is entered into this day 6th October 2015 By and in between Sani Clean Private Limited Whereas Sani Clean Pvt. Ltd. Having its registered office at -401, Radha Govind Enclave, N-4,42F, I R C Village, Bhubaneswar-751015, hereinafter referred to as "Saniclean" is permitted by the Odisha State Pollution Control Board to set up a Common Waste treatment Facility(CWTF) for Bio- Medical Waste(BMW) at Tangiapada (Khurda) having Autoclave / Microwave / incinerator/ETP/Shredder etc.

AND

L.V Prasad Eye Institute, Plot No. 347(P), Patia, Bhubaneswar – 751024, Odisha, Hereinafter referred to as "Client" where Bio-Medical (BMW) as defined in Schedule-I of the Ministry of Environment & Forest Government of Indian Notification Dt. 20th July 1998, (amended in 2000) (copy enclosed) is generated in the ordinary course of their business – diagnosis and treatment of patients.

Whereas the "Client" is required by law to dispose of the BMW strictly in conformity to the standards set out in the Schedule – C of the captioned Notification.

The "Client" hereby agrees to enroll with the Common Bio Medical Waste Treatment Facility (CBMWTF) as client and have their bio-medical waste treated and disposed of by "Saniclean" as per the norms stipulated by the Pollution Control Board and "Saniclean" agrees to collect, transport, treat and dispose of the BMW generated by the "Client" and both parties have agreed in the modalities and terms and conditions therefore herein below.

Sujata Das
Dr. Sujata Das
Director
L V Prasad Eye Institute
Bhubaneswar



Sani Clean Private Limited
[Signature]
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Managing Director

1. The Client agrees to, have the BMW Generated in their premises properly segregated by their staff and kept in color coded closed bags as per Schedule- II of the notification at a place in their premises designed by "Saniclean".
2. "Saniclean" will have the closed bags filled with BMW collected by their staff from the premises of "Client" at pre determined intervals and will transport the same in their vehicles.
3. The evacuation of BMW from the Client's Premises will be done by "Saniclean" everyday without fail. For smaller HCL/Clinics who are not generating BMW ever day "Saniclean" will evacuate the BMW either on telephonic call of the "Client" or in alternative days. The "Client" of their designated person will be given as acknowledgement by the staff of "Saniclean", specifying the quantities & number of the colour coded bags. The person authorized by the "Client" will give serve to get the compliance certificate from the PCB.
4. This agreement authorizes the "client" to inform the PCB that they have enrolled with the CBMWTF of "Saniclean" and their waste is being processed by "Saniclean". The "Client" has a statutory obligation to submit an application to PCB and obtain authorization to generate BMW and has to submit yearly reports to them.
5. The "Client" will purchase the bags and plastic bins required for the purpose. "saniclean" agree to assist to the "client" in procuring the same, if so desired by the client latter or "Saniclean", also can provide colour bags at the market price.
6. The agreement will be in force for 05 years. The "Client" agrees not to enter into any agreement for disposal of their BMW with any other party during the period.
7. The "Client" agrees to pay to designated fee to "Saniclean" which is calculated Rs: 11.28/=per bed/day based on the bed strength of the Hospital. The price will be increased @ 10% on every twelve month, for example, the rate will be Rs.12.40/-per bed/day in the next twelve month.
- 7 (B) The client agrees to pay the designated fee to "Saniclean" which is calculated Rs. . Per month in the next twelve month. In case the bed strength increases in future the flat rate will be revised accordingly to the number of beds.

Sujata Das
Dr. Sujata Das
Director
L V Prasad Eye Institute
Bhubaneswar



Sani Clean Private Limited

[Signature]
Managing Director

8. Taxes, such as Service Tax, Central sales tax, GST etc., shall be to the Client's account.
9. The exact bed strength will be taken from the declaration given by the "client" to the PCB while taking authorization or the number physically verified and confirmed which is ever is highest. Bed strength of the client will be verified every year or when client expands its bad strength.
10. At present client declares his bed strength is 55.
11. "Saniclean" will forward the bill for each month before 5th of the next month. The "Client" promises to pay the bill to "Saniclean" promptly within the 12th of every month. If payment made beyond due date, 2% of the bill amount subject to minimum of Rs.75/- will be lived in the next service bill as late payment charge.
12. "Saniclean" will stop picking up the BMW from the "Client" if the bill remains unpaid beyond 15th of the month or is payable.
13. "Saniclean" will not pick up the BMW if it is not segregated as per the BMW Rules of MoEF or packed improperly or general garbage is mixed up in the BMW. This will render the "Client" open to prosecution by PCB authorities for failure to conform the BMW Rules. However Sani Clean shall render free training on proper bio medical waste segregation as per the BMW Rules 1998, to the waste handlers of the Client.
14. "Saniclean" undertakes that they will collect transport, treat and dispose of the BMW strictly as per BMW rules.
15. "Saniclean" hereby indemnifies yearly form all responsibility liability with regard to their BMW disposal so long as they (the 'Client') implement the BMW Rules as far as segregation is concerned and pay the bills of "Saniclean".
In case the "Client" finds any irregularities in collection of waste, they can send a notice in writing to Saniclean for immediate action.
16. In case failure of "Saniclean" to collect the BMW from the "Client", Saniclean will be liable to pay a penalty of Rs.0.25/bed/day, which will be deducted from the amounts payable by the clients to "Saniclean" in the monthly bills. The client agrees to provide relaxation of minimum 2 days. In a month for evacuation of BMW from the client's premises. (These circumstances may happen in any month for any unavoidable situation). If Saniclean fails to collect the BMW after two days, the client can contact Saniclean over Telephone or send a written notice for explanation.
17. "Saniclean" will keep their plant in good running condition at all times and ensure availability of service to the "client" on all the days without fail.

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Bhubaneswar



Sani Clean Private Limited
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Managing Director

18. The "Client" had already paid Rs. 17,100/- and an additional amount of Rs. 38,736/- is deposited as Security Deposit (based on their bed strength or flat to ("Saniclean") making the total security deposit money @ Rs. 55,836/- at the time of execution of this agreement. If any time Saniclean will stop picking up the BMW from the Client for non-payment of service charge (Clause-12) then Client will pay an amount equivalent to 6 months service bill as security deposit to Saniclean at the time of restart of picking up the BMW from the Client.
19. This agreement is entered into the "client" on the express understanding that "Saniclean" will maintain and operate the CWTF, Collect, Transport, treat and dispose of the PCB. It will be the responsibility of "Saniclean" to obtain the consent form the PCB every year and keep the same always current. The "Client" will, in no manner bear responsibility for omissions / commissions. If any, committed by "Saniclean" although the parties are dealing on a principal an agent relationship.
20. I case of any violations by any of the terms of the agreement by either side. The same may be terminated by issue of notice in writing three months in advance by either party for terminating their respective obligations. Notice shall not be applicable in the event the bills are not paid by the "Client" as provided in clause 7 of this agreement.
21. In case of any disputes arising out of the obligations on each party as per this agreement, the same shall be shall be as possible, be settled by mutual negotiations. In case of failure of negotiations, an arbitrator from each side will be nomited who will resolve the issue by mutual discussions, as per Arbitration & Conciliation Act 1996. The decision of the arbitrator shall be final and on both the parties. The seat of arbitration shall be at Bhubaneswar.
22. Sani Clean will adhere to the parameter set by NABH as per ANNEXURE-1.

All the above points will have legal bindings for a minimum period of Five years from the date of this agreement.

Signed sealed and delivered this 6th Day of October 2015 by both parties who have put their hand to this deed of their free will.

For the Client

For L V Prasad Eye Institute

Sujata Das
DIRECTOR

Dr. Sujata Das
Director
L V Prasad Eye Institute
Bhubaneswar



For SaniClean

For Saniclean Pvt. Ltd.

Sani Clean Private Limited

[Signature]
DIRECTOR

Managing Director

Annexure-I

Service Parameters

1. Appropriate protection and safety precautions are taken for personnel handling the waste.
2. Active supervision of the various activities are ensured including documentation and record keeping.
3. Wastes transported off the HCO premises is as per the statutory norm.
4. All staff are trained in the management and disposal of biomedical waste.
5. Sound, sustainable and safe health-care waste-management practices & approved methods of treatment and disposal for each waste category are ensured.
6. Rules governing the protection of workers' health and safety are adhered with as per norm.
7. Daily and regular collection of waste is ensured from the HCO.

For the Client

For L V Prasad Eye Institute

Sujata Das
DIRECTOR

Dr. Sujata Das
Director
L V Prasad Eye Institute
Bhubaneswar



For Sani Clean

For Saniclean Pvt. Ltd.

Sani Clean Private Limited
DIRECTOR *[Signature]*
Managing Director