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671 G.P/385 100Rs.  
अ.क्र. किमत दिनांक होणासाठी वॉटर ग्रेस प्रोडक्ट्स,  
1842 100 19 Sep-02  
हस्ते येलन पृथ्वीराज कोठवाल  
**AGREEMENT**  
श्री प्र. नं. बनकर  
सदांक विक्रेता  
तहसील कार्यालय, औरंगाबाद.



This agreement made at Aurangabad this \_\_\_\_\_ day of 2002 (Two Thousand Two)  
between Aurangabad Municipal Corporation, through its Commissioner. तहसील कार्यालय, औरंगाबाद.

AND

**M/s Water Grace Products, Nashik, through the Proprietor.**

Whereas it is the expedient for Aurangabad Municipal Corporation, under the Rule 8 of Bio Medical Waste (Management and Handling) (Second Amendment) Rules 2000, to set up a common disposal / incineration site for the biomedical wastes generated in the area of Aurangabad Municipal Corporation.

And whereas Aurangabad Municipal Corporation by its General Body Resolution No.554/3 dated 20.12.2001 has resolved to set up such common disposal facility for treating Bio-Medical waste through a private agency on Build Operate, Lease and Transfer (BOLT) system.

And whereas the Aurangabad Municipal Corporation has accordingly by a tender notice which appeared in Daily Maharashtra Times on 25.11.2001, invited Project Report and bids for setting up a common facility of disposal site for bio-medical waste treatment facility on behalf of Aurangabad Municipal Corporation as defined in Rule 3(9) of the Bio-Medical Waste (Management and Handling) Rules 1998.

And whereas two bids along with Project Reports were received which were evaluated and decided in favour of M/s Water Grace Products, Nashik, by Standing Committee resolution No. 19/6 dated 17.5.2002 the following agreement is made :

**Definitions :**

- 1) In this agreement, unless the context otherwise requires "Principal" for the purpose of this agreement means "Aurangabad Municipal Corporation" represented through its "Commissioner" and shall be hereinafter referred to as "Principal".

(.....1)

For Water Grace Products




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- 2) "Agent" means "M/s Water Grace Products, Nashik" whose Project Report and Bid has been approved by the Standing Committee of Aurangabad Municipal Corporation by its Resolution No. 19/6 dated 17.5.2002 and shall hereinafter by designated as "Agent" for the purpose of this agreement.
  - 3) "Occupier" it is as defined in rule 3 Bio-Medical Waste (Management and Handling) rules 1998 and the Bio-Medical Waste (Management and Handling) (Second Amendment) Rules 2000 shall be applicable for the purpose of this agreement.
  - 4) All other definitions given in the Rule 3 of Bio-Medical Waste (Management & Handling) Rules, 1998 and Rule 2 of the Bio Medical Waste (Management & Handling) (Second Amendment) Rules 2000, shall be applicable for the purpose of this agreement.

#### TERMS AND CONDITIONS :

The Principal and the agent as defined above and their successors hereby agree to bind themselves by the following terms and conditions.

- 1) The agent M/s Water Grace Products, Nashik undertakes to be responsible for preparation of a technically sound project for Management, incineration and disposal of Bio Medical Waste as per norms enumerated in Schedule I to IV of Bio-Medical Waste (Management & Handling) Rules within the local area of Aurangabad Municipal Corporation hereby undertakes to ensure that the said Bio-Medical Waste treated and disposed off fulfilling the requirements given in schedule V & VI of Bio-Medical Waste (Management & Handling) Rules 1998.
- 2) The Agent shall take all necessary statutory clearance for the project from all competent authorities including planning authorities Maharashtra Pollution Control Board, and CPCI clearance, N.A. permission clearance from Airport Authority & NOC of Fire Brigade Department etc. as is applicable before starting the project. Then is shall take administrative approval from Aurangabad Municipal Corporation.
- 3) The agent undertakes to install and commission unit for handling Management, Disposal of Bio-Medical as per the Project Report approved under clause 2 above.

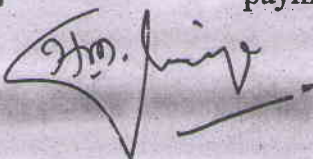
For Water Grace Products (.....2)  
  
Proprietor

- 3169  
(635)
- 4) The Agent shall raise required fund for the capital investment and working capital etc. on his own. Principal shall not provide any kind of assistance by way of participation in investment, providing loan, any kind of security bank guarantee whatsoever for this purpose and principal shall not provide any assistance for the any damages of the project
  - 5) The Agent with the authorization undertakes to function as an operator of Bio-Medical Waste facility, maintain and comply all orders of competent authority and maintain all records and Accounts, make reports to prescribed authority as required under the provisions of Bio-Medical Waste (Management & Handling) Rules 1998 and Bio- Medical Waste (Management & Handling) (second Amendment) Rules 2000 and any subsequent amendments in force or under administrative orders lawfully issued by competent authority in this regard.
  - 6) The principal shall make available 4048 sq.mtr of land of Gut No. 78 & 79 in the area of falling under the village Naregaon Trenching Ground Taluka Aurangabad Dist. Aurangabad which is owned by Principal, to the agent on lease for an initial period of twenty years from the date of handing over possession of said property on annual lease amount of Rs. 1/-per sq.mtr. per year on terms and conditions that the title of the piece of land shall not be transferred to the Agent and therefore the Agent cannot transfer the said piece of land or any interest therein favour of any third party by way of sale, mortgage, or lease etc. and shall pay the lease rent before the 31 st March of every financial year. If lease amount is not paid by agent within said period then Principal can recovered the lease amount with interest. Before handover the land should absolutely cleared & clean no garbage, dung, separate wall making is must.
  - 7) The Principal undertakes to take necessary steps for levy and collection of service charges from the Occupier who avail the service of the common facility for disposal incineration of bio-medical waste set up and operated by the Agent . The agent shall be helping to recover the collection of service charges as per the mode presented by the Corporation. Aurangabad Municipal Corporation is responsible for making Agents monthly service charges payment before 15 th of every month. As provided under para 11(Eleven). Principal will not pay any kind of interest on due payment.

(.....3)

For Water, Gas, Products

  
Proprietor





- 25/11
- (677)
- 8) If there is rise in cost of transportation, fuel, diesel, electricity wages etc. services charges rates will be revised by mutual understanding.
  - 9) The Agent shall be responsible for techno-economic viability of the project and if the Agent comes under any problem including problems in performance of unit, mechanical breakdown, technical failure, major repairs or industrial dispute. Agent shall be responsible for starting functioning for the project within one month period from such breakdown etc. failing which a penalty of Rs. 5000/- per day starting from the day of non functioning of plant shall be payable by the agent to the principal. This fine will be imposed by the recommendation of technical committee only. In the non functioning period of the plant the agent should be responsible for disposed of Bio-Medical West on his own cost.
  - 10) If the agent fails to start the Unit within 90 days time the Principal may after giving hearing to Agent order that entire assets of the unit including building movable and immovable property shall stand forfeited in favour of principal who shall be at liberty to dispose off such assets in the manner as he deems fit and appropriate the proceeds to its own account.
  - 11) The principal shall retain amount of royalty @ 21 % with subsequent increase as given in the table of royalty and pay the balance to the agent at the 15<sup>th</sup> day of every month. For smooth running and viability of project principal ~~agent~~ will consider about royalty.
  - 12) The agent shall keep a Security Deposit of Rs. 1,00,000/- (Rs. One Lakh) in cash in the Bank in the name of Aurangabad Municipal Corporation for performance of his part of contract to the satisfaction of Principal. The Security deposit shall be refunded only after contract period is over.
  - 13) The Principal, if he so desires, shall have right to elect to continue with the agreement after lapse of initial period of 20 years of validity of contract on same terms and conditions as governed by this agreement.

Am. Singh

(.....4)

For Water Supply Projects  
Proprietor

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- 14) In case of winding up to the unit, after contract period is over the Agent shall take away his assets within a period of 60 days from the site otherwise Principal shall have right to forfeit the same to itself as mentioned in clause (10) above.
- 15) The Agent shall provide coverage of ESIS to all persons working under the project, also follow rules and orders in force relating to Minimum Wages Act, Industrial Dispute Act, Factories Act, Provident Fund etc.
- 16) After the contract period is over, including any extended period as provided in clause 13 above, the agent shall hand over the project along with all its assets to principal upon which the security deposit shall refunded to the agent without interest.
- 17) Transfer for the project to Principal under clause 16 above shall be free from any liability including liability of employment of man-power already working in the project.
- 18) Inspection of the Project : The project shall be open all the time for inspection by Principal or any other legal authority (MPCB or AMC/ GOVT.) as and when required.
- 19) **Dispute Statement :**
  - a) All disputes shall first be taken for settlement to Secretary, Urban Development Department Govt. of Maharashtra for arbitration.
  - b) It is only after that any party is aggrieved by outcome of final decision in arbitration then he can seek relief by court proceeding in Court of Law of having Jurisdiction.
- 20) Agent should be duly bound to submit the report about functioning of the project as per specified by the corporation.
- 21) In the whole area tree Plantation will be done by the Agent at his own cost.
- 22) The ash be collected inclosed container and it may be dumped at secured leach proof land fill site, at Naregaon compost Project by the Agent.

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(.....5)  
For Water Grace Products  
*Handwritten signature*  
Proprietor

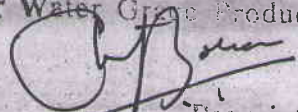


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- 23) AMC shall make it legally mandatory the B.M.W. service to all occupiers i.e. Doctors Hospitals, Clinics, Laboratories, Blood Banks, Veterinary etc. all should be covered in B.M.W. at least from January 2003 drastic steps shall be taken to cover all occupiers in AMC area. In facility provided by AMC & Agent.
- 24) Bio-Medical Waste should be collected everyday from the "Occupier" by the Agent. If in case the Agent fails to collect Bio-Medical Waste and complain lodged by the "Occupier" about Non-Collection of Bio-Medical Waste and it is confirmed by the principal the penalty Rs. 500 per day will be charged to the Agent. If he fails to pay the penalty the same will be deducted from the amount payable to the Agent by the principal. Complaints should be genuine and should be scrutinized by both Agent and Principal or Advisory Committee
- 25) In order to supervise the Bio-Medical Waste Project "An Advisory Committee" will be constituted and following members are the aforesaid committee.
- 1) Medical Officer of Health, Municipal Corporation Aurangabad.
  - 2) Hon'ble Dean, Medical College, Aurangabad.
  - 3) Representative from Maharashtra Pollution Control Board, Aurangabad.
  - 4) Representative from Indian Medical Association, Aurangabad.
  - 5) Representative from M/s Water Grace Products, Nashik.

The Committee members will visit to the project at any time or once in a month to supervise the activities of the project and he can submit their review report to the principal and he is the final authority to take the final decision accordingly.

- 26) Agent will be responsible for completing the project within 90 days from the date of Agreement.

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For Water Grace Products  
  
Proprietor



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दिनांक 20/09/2002

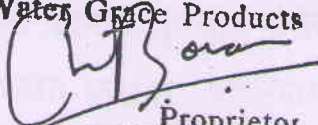


अ.क्र. किमत दिनांक कोणासाठी  
 1843 20 19 Sep-02  
 हस्त येना पृथ्वी राज  
 ओसा

वॉटर ग्रेस प्रोडक्ट्स  
 आकार

श्री प्र. ना. बनकर  
 मुद्रांक विक्रेता  
 तहसील कार्यालय, औरंगाबाद.

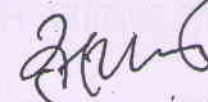
Hence this agreement made on this day \_\_\_\_\_ of 2002 at  
 13 Aurangabad and duly signed in presence of witness  
 13 पर कोषागार अधिकारी

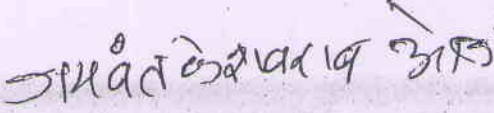
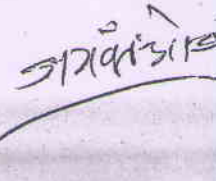
Signed  
 For Water Grace Products  
  
 Proprietor  
 (PROPRIETOR)  
 M/s Water Grace Products, Nashik  
 Date :  
 Place :

  
 COMMISSIONER  
 Aurangabad Municipal Corporation, Aurangabad  
 Date :  
 Place :

जा. क्र./ न. स./ मुद्रा / 02 / 2002.  
 दिनांक : 19/09/2002

- Witness :
- Member of the Standing Committee
- 1.
  - 2.
  - 3.
  - 4.

1.   
 श्री. शतन कुमार पंडागळे (सभापती, स्था.स.)

2.  

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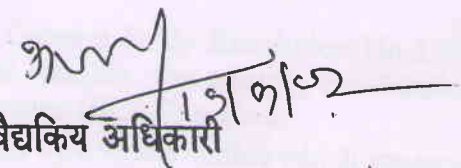
## औरंगाबाद महानगरपालिका, औरंगाबाद

- वाचा : १) स्थायी समिती ठराव क्र. १९/६ दि. १७.५.२००२  
२) वॉटर ग्रेस प्रॉडक्ट्स, नाशिक व महानगरपालिका औरंगाबाद  
यांचे मधील करारनामा

जा.क्र. /मनपा/आरोग्य/१४३५/२००२  
महानगरपालिका औरंगाबाद  
दि.: १९/०९/२००२

### आदेश

उपरोक्त स्थायी समिती ठराव व करारनाम्यानुसार आपणास नारेगांव ट्रेचिंग ग्राऊंड येथे बायो मेडीकल वेस्ट प्रोजेक्ट उभारणी करिता कार्यदिश देण्यात येतात. सदरील कार्यदिश हे उपरोक्त करारनाम्यातील अटी व शर्ती नुसार देण्यात येतात. त्यानुसार आपण आवश्यक त्या सर्व विभागाच्या एन.ओ.सी. घेवून तात्काळ कामास सुरूवात करावी व ९० दिवसाचे आत काम पूर्ण करून प्रकल्प कार्यान्वीत करावा. प्रकल्पास लागणारी जमीनीचा ताबा महानगरपालिका आरोग्याधिकारी व स. संचालक नगररचना यांचेशी संपर्क करून घेण्यात यावा.

  
आरोग्य वैद्यकिय अधिकारी  
महानगरपालिका औरंगाबाद

प्रत :

- मे. वॉटर ग्रेस प्रॉडक्ट्स,  
सी.-विंग, गणेश मार्गेट,  
रेल्वेस्टेशन जवळ, नाशिक रोड,  
नाशिक.