



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

65AB 106529

Dr. Jaydeep Sarangi
Principal
New Alipore College
Kolkata-700053.

Memorandum of Understanding

This Memorandum of Understanding (hereinafter called as "MOU") is entered into on 4th February 2022 by and between;

M/s New Alipore College is an undergraduate college affiliated to the University of Calcutta having its registered office at Block L, New Alipore, Kolkata, West Bengal 700053, acting through its Principal Dr Jaydeep Sarangi (hereinafter referred to as 'The Seller', which expression unless repugnant to the context or subject shall mean and include its successors, representatives, assigns, administrators and executors) of the party of **FIRTPART**.

AND

M/s. Redivivus Recyclers Private Limited, a company incorporated under the provisions of Companies Act, 1956 having its registered office at Suite 7A, Tower 1, Active Greens, 10 Pay mental Garden Lane. Kolkata 700015 acting through its Authorised Signatory Mr. Pranav Goel duly Authorised by board (hereinafter referred to as "The Buyer", which expression unless repugnant to the context or subject shall mean and include its successors, representatives, assigns, administrators and executors) of the party of **SECONDPART**.

Pranav Goel
Redivivus Recyclers Pvt. Ltd.
Kolkata
700020
Vital Waste

70322

28 DEC 2021

No.....Rs 10/- Date.....

Name:- **B. C. LAHIRI**

Advocate

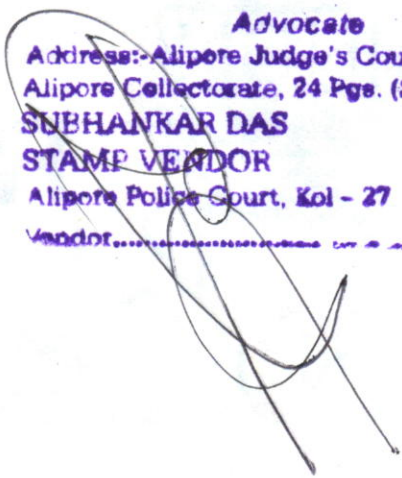
Address:- Alipore Judge's Court, Kol-2,
Alipore Collectorate, 24 Pgs. (S)

SUBHANKAR DAS

STAMP VENDOR

Alipore Police Court, Kol - 27

Vendor.....



Kolkata 300023
New Vaidya College
1st floor

Subhankar Das
Advocate



The expressions “**The Seller**” and “**The Buyer**” are hereinafter collectively referred to the ‘Parties’ and individually as the ‘Party’.

WHEREAS

- ‘The Seller’ is an undergraduate college affiliated with the University of Calcuttain Kolkata, West Bengal.
- ‘The Buyer’ is engaged in providing Recycling and Waste Management services for dry recyclables such as Plastic, Metal and E-waste in India.
- The Buyer approached The Seller to provide recycling and allied waste management services for its premises in Kolkata and The Seller agreed to appoint The Buyer for providing the aforementioned services on the following terms and conditions as set herein.

NOW THE PARTIES MENTIONED HEREIN HAVE WITNESSETH AND HEREBY DECLARE, UNDERTAKE AND AGREE AS UNDER:

ARTICLE-1 **DEFINITIONS**

- Unless otherwise clearly required by the context, the following terms shall have the respective meanings as defined below:
 - “**Collection Staff**” shall mean employees/staff of The Buyer responsible for packaging and collection of Recyclables.
 - “**Main Storage Location**” shall mean storage location where all the Dry Recyclables will be stored for collection and this location should be accessible to collection vehicle of The Buyer.
 - “**Recyclables**” means any type of dry waste (Non-Hazardous) which is not contaminated and can be reused or recycled into a new product.

- **“Recycle Points”** means points awarded by The Buyer for per kg of Recyclables.
1 Recycle Point = 1.00 INR.
- **“Collection Site”**Block L, New Alipore, Kolkata, West Bengal 700053.

ARTICLE-2

APPOINTMENT OF THE BUYER

- 2.1 **The Seller** hereby appointed The Buyer to provide the recycling and allied waste management services for its **Collection Site**.
- 2.2 The Buyer will collect the dry recyclables from the premises of **The Seller** as per the terms and conditions mentioned in this MOU.

ARTICLE-3

RECYCLING PROGRAMME

- 3.1 **The Seller** will collect all the Dry Recyclables in main storage location within the premises.
- 3.2 After collection of minimum quantity of 300kg Recyclables, the representative of **The Seller** shall intimate to The Buyer to collect Recyclables and to initiate the Recycling Program.
- 3.3 After expiry of first 1 (one) month from the date of first collection, The Buyer will decide the collection frequency of future collections with mutual discussion with **The Seller**.
- 3.4 After finalization of the collection frequency, Collection Staff of The Buyer will call the **The Seller** and check the collection requirement of Recyclables.
- 3.5 Collection Staff of The Buyer will collect the Recyclables from the premises of **The Seller** after getting the collection requirement from the office of **The Seller** on next day or within 3 working days from the receipt of collection request from the office of **The Seller**.
- 3.6 Collections are performed on working days i.e., Monday to Saturday of every week between 10.00 am to 7.00 pm except public holidays.

- 3.7 If the office of **The Seller** is located in high rise building in such case the housekeeping staff of **The Seller** will bring the Recyclables to location accessible to Collection Staff of The Buyer or assist the Collection Staff of The Buyer for collections of Recyclables.
- 3.8 Collection Staff of The Buyer will be equipped with the weighing machines to perform the measurement of Recyclables in the presence of representative of **The Seller**.
- 3.9 Collection summary will be emailed to **The Seller** upon collection.
- 3.10 If average collection quantity in five (5) consecutive collection cycle is less than fifty (50kg) than The Buyer has all the rights to discontinue Recycling Program.

ARTICLE-4

EARNING & RECYCLE POINTS

- 4.1 All Recyclables so collected under the Recycling Program from The Seller shall be divided into various Categories in accordance with the 'Exchange Point Card' as is provided in ANNEXURE 2.
- 4.2 The Buyer shall determine category-wise quantity of Recyclables collected from The Seller. Such figures of the quantity of each category of Recyclables so collected from The Seller shall be represented in the collection summary.
- 4.3 In case The Seller is registered under GST, The Seller shall issue a sales invoice for the material sold to The Buyer with the applicable rate of taxes.
- 4.4 In case The Seller is not registered under GST The Seller shall issue a collections receipt (Annexure 3) / Gate pass based on which The Buyer will raise a self-invoice for the purchase made for equal amount as Recycle Points.

ARTICLE-5

REDEMPTION

- The Recycle Points earned by The Seller can be redeemed as mentioned herein below:
Monetary Redemption: The Seller can redeem the Recycle Points for equal amount of money in Indian Rupees subject to providing valid sales invoice to The Buyer for the Recyclables sold/Purchasing different types of recycled merchandise sold by The Buyer.
- 5.2 Rates quoted in Exchange Point Card (Annexure 2) are appropriate to the particular recyclable product at the time of quoting and these rates may change without notice.

- 5.3 All Recycle Points shall be tried to be redeemed in the same financial year (April to March).

ARTICLE-6

MISCELLANEOUS

- 6.1 This MOU, its existence and all information exchanged between the Parties under this MOU shall not be disclosed to any Person by any Party. Each Party shall hold in strictest confidence, shall not use or disclose to any third party, and shall take all necessary precautions to secure any Confidential Information of the other Party. Disclosure of such information shall be restricted solely to employees, agents, consultants and representatives who have been advised of their obligation with respect to Confidential Information. The obligations of confidentiality do not extend to information which:
- a. is disclosed to employees, legal advisers, auditors and other consultants of a Party provided such persons have entered into confidentiality obligations similar to those set forth herein; or
 - b. is disclosed with the consent of the Party who supplied the information; or
 - c. is, at the date this MOU is entered into, lawfully in the possession of the recipient of the information through sources other than the Party who supplied the information; or
 - d. is required to be disclosed pursuant to applicable law or is appropriate in connection with any necessary or desirable intimation to the Government of India; or
 - e. is generally and publicly available, other than as a result of breach of confidentiality by the Person receiving the information.
- 6.2. The Parties acknowledge and agree that this MOU is effective as of date of execution of this MOU and shall be valid from the effective Date until terminated by any of the party by giving 30 days written notice to other party.
- 6.3 Any notice required or permitted to be given hereunder shall be in writing and shall be effectively served (i) if delivered personally, upon receipt by the other Party; (ii) if sent by prepaid courier service, airmail or registered mail, within five (5) days of being sent; or (iii) if sent by facsimile or other similar means of electronic communication (with confirmed receipt), upon receipt of transmission notice by the sender. Any notice

required or permitted to be given hereunder shall be addressed to the address as given in the title to this Agreement.

- 6.4 The parties hereto agree that, in the event that either of them suffers any harm of any description whatsoever, including losses, costs, damages, advocates or other consultant's fees and expenses or other expenses of any nature whatsoever, resulting from any inaccuracy in any of the respective representations and warranties of the either party, as set forth in this MOU, the party hereto whose representation and warranty is false or inaccurate shall immediately and fully, protect, hold harmless, and indemnify the other party hereto. The indemnification contained in this Article shall not in any way relieve either party hereto from any indemnification provided to any of the other party hereto pursuant to any other agreement between such parties.
- 6.5 This MOU shall be governed and interpreted by, and construed in accordance with the laws of India. Courts at Kolkata shall have jurisdiction to decide all matters arising out of this agreement and/or directly / impliedly concerning this MOU.
- 6.6 That at all times during the currency of this MOU as the case may be, the Parties shall use their best efforts to resolve by mutual agreement any dispute or difference arising between the Parties as to their respective rights, duties and obligations there under or as to any matter arising out of or in connection with the subject matter of this MOU or as to the meaning or construction of thereof ("**Dispute**"). If the Parties are unable to resolve any Dispute by negotiation within 30 days, either Party may propose to the other in writing that the Dispute should be referred to a sole arbitrator appointed by mutual consent of both the Parties for adjudication of such dispute. If the Parties are unable to agree on a sole arbitrator within fifteen (15) days of the proposal in writing by any Party to refer the Dispute for adjudication by arbitration, each Party shall name and appoint one arbitrator of its choice within thirty (30) days thereafter. The two arbitrators so appointed shall by mutual consent appoint a third arbitrator within fifteen (15) days thereafter, who shall act as the presiding arbitrator. The arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The language of arbitration shall be English and the venue of arbitration shall be Kolkata. The decision of the arbitrator / arbitral tribunal shall be final and binding on the Parties.
- 6.7 Nothing contained in this clause shall prevent the Parties from approaching a court of competent jurisdiction to obtain an interim injunctive relief, irrespective of whether the subject matter of dispute is under negotiation or pending arbitration.

- 6.8 Nothing contained in this MOU shall constitute or be deemed to constitute a partnership between the Parties, and no Party shall hold himself out as an agent for the other Party, except with the express prior written consent of the other Party.
- 6.9 This MOU may be executed in two counterparts, both of which taken together shall constitute one and the same agreement, and either Party may enter into this MOU by executing a counterpart.
- 6.10 No waiver of any breach of any provision of this MOU shall constitute a waiver of any prior, concurrent or subsequent breach of the same of any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.
- 6.11 If any provision of this MOU is invalid, unenforceable or prohibited by law, this MOU shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from any Party hereto to the others, and the remainder of this MOU shall be valid, binding and of like effect as though such provision was not included herein.

IN WITNESS WHEREOF the Parties hereto have executed this MOU the day and year first herein above written.

Signed and delivered for and on behalf of:

New Alipore College **Dr. Jaydeep Sarangi**

Principal

New Alipore College

Kolkata-700053.

Dr. Jaydeep Sarangi

Name: Dr. Jaydeep Sarangi.

Title: *Principal*

Signed and delivered for and on behalf of:

M/s Redivivus Recyclers Private Limited

Pranav Goda

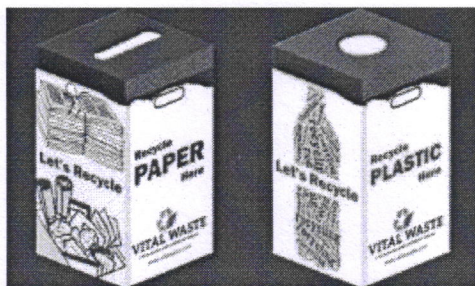
Name: Pranav Goda.

Title: DIRECTOR



**ANNEXURE -1
RECYCLING BINS**

PAPER RECYCLING BIN AND PLASTIC (PET) RECYCLING BIN



Cost per unit: Rs 250 + Taxes
Size (L x B x H): 15" X 9" X 28"
Material: Recyclable Kraft + Duplex Paper

**ANNEXURE -2
EXCHANGE POINT CARD**

EXCHANGE POINT CARD		
LOCATION	PARTICULARS	RECYCLE POINT/KG
KOLKATA	1. NEWS PAPER	4
	2. WHITE OFFICE PAPER/MAGAZINE/RECORDS/BROCHURES/BOOKS/ CARTON BOX/MIX PAPER FOR SORTING	3
	4. Carton Box	2.5
	3. FLAT BOARD/DUPLEX BOARD/OTHER LOW GRADE PAPER	1
	4. PLASTIC – PET	3
	5. PLASTIC – HDPE & Others	1.5
	6. METAL	7.5
	7. TIN	2.5
	8. GLASS BOTTLES AND JAR	1
	9. ELECTRONIC WASTE	4.5
	10. ELECTRONIC WASTE LOW GRADE	1
	Please Note:-	
	Minimum expected collection quantity in a single collection cycle is 100 kg. Recycle Points are awarded against 1 kg of each category.	

ANNEXURE - 3
COLLECTION REC