

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

66AA 170396

Memorandum of Understanding

MOU Number: VW/2024-2025/MOU/0014

This Memorandum of Understanding (hereinafter called as "MOU") is made and executed at Kolkata on this 06th day of January 2023 by and between;

Rani Birla Girls' College, having the PAN (AAALR3129H) being represented through its principal

Dr. Srabanti Bhattacharya, as of chair now and on behalf of the present administrator of the college e.g., Dr. Aparna Chakraborty, JDPI, Bikash Bhavan etc. in absence of a Governing Body having its registered office at 38, Shakespeare Sarani, Elgin Road, Kolkata- 700017

(Hereinafter referred to as 'The CLIENT', which expression unless

Srabanti Bhattacharya
PRINCIPAL
Rani Birla Girls' College
38, Shakespeare Sarani
Kolkata - 700 017



REDIVIVUS RECYCLERS PVT. LTD.
Pronav
Director

4770

07 DEC 2022

SL. No. DI.

Customer.

Vill.

Rs.

Vendor.

[Handwritten Signature]



Place- Ghataswar . D. S. R. Office

Dist.- South 24 Parganas

Mahabub Hasan Paik

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repugnant to the context or subject shall mean and include its successors, representatives, assigns, administrators and executors) of the party of **FIRSTPART**.

AND

M/s. Redivivus Recyclers Private Limited, operated by the popular name Vital Waste, being PAN AAHCR7603N and TAN CALR13435C A CLIENT incorporated under the provisions of Companies Act, 1956 having its registered office at 10/2A, Alipore Park Place, Kolkata - 700027 and Operation office at 54/7B, D.C Dey Road, Kolkata - 700015 all the Board of directors acting through its Authorized Signatory by board (Hereinafter referred to as 'M/s. VITAL WASTE brand of (Redivivus Recyclers Private Limited), 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**.

The expressions "**The CLIENT**" and "**Vital Waste**" are hereinafter collectively referred to the 'Parties' and individually as the 'Party'.

WHEREAS

- A. **Vital Waste** is engaged in providing Recycling and Waste Management services in India.
- B. Vital Waste approached **The CLIENT** to provide recycling and allied waste management services for its premises in Kolkata and **The CLIENT** agreed to appoint Vital Waste for providing the aforementioned services on the following terms and conditions as set herein.

Principal
RANI BIRLA GIRLS' COLLEGE
38, Shakespeare Sarani
Kolkata - 700 017
Shattachoudhary

REDIVIVUS RECYCLERS PVT. LTD.



Pronov
Director

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

ARTICLE-1

DEFINITIONS

- (i) Unless otherwise clearly required by the context, the following terms shall have the respective meanings as defined below:
- a. **"Collection Staff"** shall mean employees/staff of Vital Waste responsible for packaging and collection of Recyclables and other waste
 - b. **"Main Storage Location"** shall mean storage location where all the Dry Recyclables and other waste will be stored for collection and this location should be accessible to collection vehicle of Vital Waste.
 - c. **"Collection Site"** shall be at college premise.
 - d. **"Define Recyclable Waste"** Recyclable waste refers to materials or items that can be collected, processed, and reused in the manufacturing of new products. These materials are typically separated from other types of waste to prevent them from ending up in landfills or incinerators. Recycling helps conserve natural resources, reduce energy consumption, and minimize environmental impact.

ARTICLE-2

APPOINTMENT OF VITAL WASTE

- (i) **The CLIENT** hereby appointed Vital Waste to provide the recycling and allied waste management services for its **Collection Site**.
- (ii) Vital Waste will collect the dry recyclables and other waste from the premises of **The CLIENT** as per the terms and conditions mentioned in this MOU.


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Director

ARTICLE-3

WASTE MANAGMENT PROGRAMME

- (i) **The CLIENT** will collect all the Dry Recyclables and other waste from the main storage location.
- (ii) The representative of **The CLIENT** shall intimate to Vital Waste to collect Recyclables and other waste.
- (iii) After expiry of first 1 (one) month from the date of first collection, Vital Waste will decide the collection frequency of future collections with mutual discussion with **The CLIENT**.
- (iv) After finalization of the collection frequency, Collection Staff of Vital Waste will call the **The CLIENT** and check the collection requirement of Recyclables and other waste.
- (v) Collection Staff of Vital Waste will collect the Recyclables and other waste from the premises of **The CLIENT** after getting the collection requirement from the office of **The CLIENT** on next day or within 3 working days from the receipt of collection request from the office of **The CLIENT**.
- (vi) Collection Staff of Vital Waste will be equipped with the weighing machines to perform the measurement of Recyclables and other waste in the presence of authorized representative of The CLIENT in presence of the authorized representative and/or staffs of the vital Waste/Second part herein and record the weight of the waste with signature putting therein.
- (vii) Collection summary will be given to The CLIENT in writing upon collection either in physical or electronic form.
- (viii) **2 seminars in the college and 1 industrial visit to 5 students and 1 teacher.**

We are having this MOU for the tenure from 01/01/2023 to 31/12/2023.

S. Bhattacharyya
PRINCIPAL
Rani Birla Girls' College
38, Shakespeare Sarani
Kolkata - 700 017

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Director



ARTICLE-4

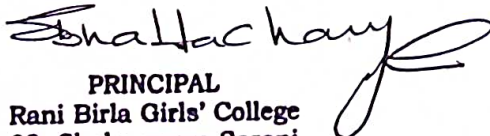
EARNINGS, INVOICING AND PAYMENTS

- (i) All Recyclables and other waste so collected from The CLIENT shall be divided into various Categories in accordance with the 'Pricing Annexure' as is provided in ANNEXURE 1.
- (ii) Vital Waste shall determine category-wise quantity of Recyclables collected from The CLIENT. Such figures of the quantity of each category of Recyclables so collected from The CLIENT shall be represented in the collection summary.
- (iii) For Recyclables and Waste Collected having positive value as per ANNEXURE 1:
 - a. The CLIENT shall issue a sales invoice for such material to Vital Waste with the applicable rate of taxes, if the CLIENT is registered under GST; or
 - b. The CLIENT shall issue a collections receipt / Gate pass based for such material to Vital Waste, if the CLIENT is not registered under GST; or
 - c. The CLIENT may purchase such different types of recycled merchandise sold by Vital Waste.
- (iv) For Waste Collected having negative value as per ANNEXURE 1; Vital Waste shall issue an invoice to the CLIENT with the applicable rate of taxes. The CLIENT shall release payment against all such invoices within 45 days from the date of invoice.

ARTICLE-5

MISCELLANEOUS

- (i) This MOU, its existence and all information exchanged between the Parties under this MOU shall not be


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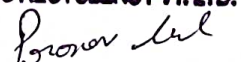
disclosed to any Person by any Party. Each Party shall hold in strictest confidence, shall not use or disclose to any third party, and shall take all necessary precautions to secure any Confidential Information of the other Party. Disclosure of such information shall be restricted solely to employees, 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.
- (ii) 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.
- (iii) 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)


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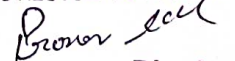

Director

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.

- (iv) 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.
- (v) 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 to be resolved through court of law according to the existing provisions of the Indian law.
- (vi) 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 anything.
- (vii) 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.
- (viii) This MOU may be executed in two counterparts, both of


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Rani Birla Girls' College
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Director



which taken together shall constitute one and the same agreement, and either Party may enter into this MOU by executing a counterpart.

- (ix) 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.

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PRINCIPAL
Rani Birla Girls' College
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Kolkata - 700 017

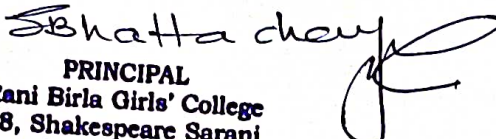
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Director



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:


PRINCIPAL
Rani Birla Girls' College
38, Shakespeare Sarani
Kolkata - 700 017

.....
(Rani Birla Girls' College)
Represented through its Principal
Dr. Srabanti Bhattacharya

REDIVIVUS RECYCLERS PVT. LTD.

Director

.....
(Vital Waste brand of M/s. Redivivus Recyclers Private
Limited)
Represented through its Director
Mr. Pranov Goel

ANNEXURE - 1
PRICING ANNEXURE

ITEM NAME	RATE IN INR/KG
NEWS PAPER	12 Rs.
CARTOON/ANSWER SHEETS/MAGAZINE	5 Rs.
LOW GRADE PAPER	1 Rs.
E-WASTE	25 Rs.
LOW GRADE E-WASTE	15 Rs.
METAL/TIN	22 Rs.
PLASTIC	10 Rs.
ALUMINIUM	70 Rs.
COPPER	350 Rs.

S. Khatkhatay
PRINCIPAL
Rani Birla Girls' College
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REDIVIVUS RECYCLERS PVT. LTD.

B. S. Saha
Director

