

NOTARIAL CERTIFICATE

(Pursuant to Section 8 of the Notaries Act, 1952)

TO ALL MEN THESE PRESENTS SHALL COME I **SANDIP KUMAR DEY** Advocate & notary, practicing as a NOTARY in the Alipore Judge's court within the District of SOUTH 24 PARGANAS of the Govt. of India within the Union of India do hereby declare that the paper writings collectively marked "A" annexed here to herein after called the "Paper Writings "A" are presented before me by the executant (s)

Bidhannagar College.
Represented by Principal
Mr. Dr. Sourabh Chakraborty
"and others"

hereinafter referred to as the " executant (s)"
on this the *28th* day of *July*
Two Thousand *Twenty Two*

The "executant (s) having admitted the executive of the "Paper Writings "A" in respective hand (s) in the presence of the witness(s) who has such subscribe (s) signature (s) thereon and being satisfied as to the identity of the executant (s) and the side executant (s) and the said execution of the Paper Writing "A" and testify that the side execution is in the respective hand of the executant (s).

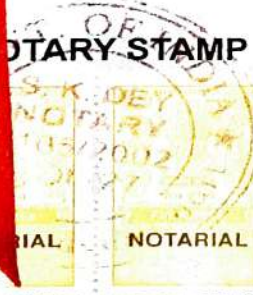
IN WITNESS WHEREOF Being requested of a Notary, I have granted and signed as my **NOTARIAL CERTIFICATE** to serve and avail as a Notary in the said Commission shall or any require.

IN FAITH AND TESTIMONY WHEREOF I, SANDIP KUMAR DEY the said Notary, have hereinto set an subscribed my Alipore Judges' Court Compound Kolkata-27 in the District of South 24-Parganas on this the *28th*

day of *July* 20*22*

SANDIP KUMAR DEY
Notary
Govt. of India
S. N. 2105 of 2002
Alipore Judges' Court
Dist. South 24-Parganas

[Handwritten signature]
28/7/2022



26/28/7/22



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

73AB 680176



[Handwritten signature in red ink]

Memorandum of Understanding

This Memorandum of Understanding (hereinafter called as "MOU") is made and executed at 28th day of July 2022 by and between;

Bidhannagar College, acting through its Authorized Signatory **Mr. Dr Saurabh Chakraborti** (hereinafter referred to as 'The Company', which expression unless repugnant to the context or subject shall mean and include its successors, representatives, assigns, administrators and executors) of the party of **FIRST PART**.

AND

M/s. Redivivus Recyclers Private Limited, a company incorporated under the provisions of Companies Act, 1956 having its registered office at **11, Allenby Road, Kolkata 700020** acting through its Authorized Signatory **Mr. Pranav Goel** duly Authorized by the board (hereinafter referred to as 'Vital Waste', which expression unless repugnant to the context or subject shall mean and include its successors, representatives, assigns, administrators and executors) of the party of **SECOND PART**.

[Handwritten signature in blue ink]
S. K. DEY
Notary
2105/2002
KOL-27
Vidhane Judges Court

[Handwritten signature in blue ink]
Pranav Goel
28 JUL 2022

[Handwritten signature in green ink]

20 JUN 2022

SL. No. 1976 Date

Name B. C. LAHIRI, Advocate
Alipore Judge Court
Kolkata-700 027

Address

Vendor Sig.  

TAPAN KUMAR DAS
Alipore Police Court
Kolkata-700027

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

WHEREAS

- A. **The Company** is an undergraduate college affiliated with the West Bengal State University in Barasat, North 24 Parganas, West Bengal.
- B. **Vital Waste** is engaged in providing Recycling and Waste Management services for dry recyclables such as Paper, Cardboard, Plastic, Metal and E-waste in India.
- C. **Vital Waste** approached **The Company** to provide recycling and allied waste management services for its premises in Kolkata and **The Company** agreed to appoint Vital Waste for providing the aforementioned services on the following terms and conditions as set herein.

NOW THE PARTIES MENTIONED HEREIN HAVE WITNESSED 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:

- (a) **"Collection Staff"** shall mean employees/staff of Vital Waste responsible for packaging and collection of Recyclables.
- (b) **"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 Vital Waste.
- (c) **"Recyclables"** means any type of dry waste (Non Hazardous) which is not contaminated and can be reused or recycled into a new product.
- (d) **"Recycle Points"** means points awarded by Vital Waste for per kg of Recyclables. **1 Recycle Point = 1.00 INR.**

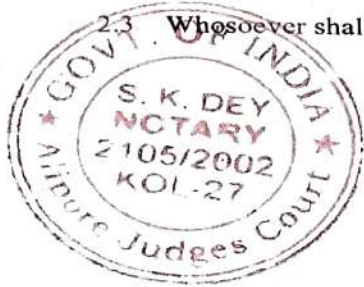
Beena Chak

28 JUL 2022

(e) "Collection Site" shall be at Bidhannagar College, EB-2, Sector 1, Salt Lake, Kolkata, West Bengal
700064

ARTICLE-2
APPOINTMENT OF VITAL WASTE

- 2.1 **The Company** hereby has appointed Vital Waste to provide the recycling and allied waste management services for its **Collection Site**.
- 2.2 **Vital Waste** will collect the dry recyclables from the premises of **The Company** as per the terms and conditions mentioned in this MOU.
- 2.3 **Whosoever** shall provide waste, will get E-certificate for recycling the waste.



ARTICLE-3
RECYCLING PROGRAMME

- 3.1 **The Company** will collect the entire waste in main storage location within the premises.
- 3.2 After collection of minimum quantity of 500 kg waste, the representative of **The Company** shall provide an intimation to **Vital Waste** to collect waste and to initiate the recycling Program.
- 3.3 **Vital Waste** will carry out collection activity.
- 3.5 Collection Staff of **Vital Waste** will collect the Recyclables from the premises of **The Company** after getting the collection requirement from the office of **The Company** on next day or within 3 working days from the receipt of collection request from the office of **The Company**.
- 3.6 Collections are to be 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 In case the office of **The Company** is located in high rise building, the housekeeping staff of **The Company** will bring the Recyclables to such location which is accessible to Collection Staff of **Vital Waste** or assist the Collection Staff of **Vital Waste** for collections of Recyclables.
- 3.8 Collection Staff of **Vital Waste** will be equipped with the weighing machines to perform the measurement of Recyclables in the presence of the representative of **The Company**.
- 3.9 Collection summary will be emailed to **The Company** upon collection.
- 3.10 If the average collection quantity in five (5) consecutive collection cycle is less than fifty (50kg) then **Vital Waste** has all the rights to discontinue the Recycling Program.



(Handwritten signature and scribbles over the bottom left text)

Beonar Gaur

28 JUL 2022

[Handwritten signature]

ARTICLE-4

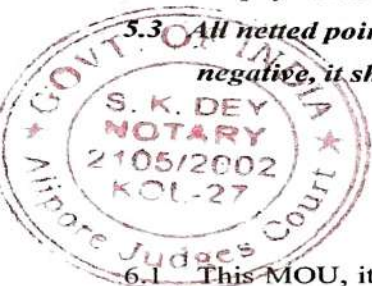
EARNING & RECYCLE POINTS

- 4.1 All Recyclables so collected under the Recycling Program from **The Company** shall be divided into various Categories in accordance with the 'Exchange Point Card' as is provided in ANNEXURE 2.
- 4.2 **Vital Waste** shall determine category-wise quantity of Recyclables collected from **The Company**. Such figures of the quantity of each category of Recyclables so collected from **The Company** shall be represented in the collection summary.

ARTICLE-5

REDEMPTION

- 5.1 Rates quoted in Exchange Point Card (Annexure 2) are appropriate to the particular recyclable product at the time of quoting.
- 5.2 *All payments of recycle and hazardous waste will be netted at the time of collection.*
- 5.3 *All netted points, in case positive, will be paid in the same financial year (April to March) and in case negative, it shall be carried forward to the next financial year.*



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.

[Handwritten signature]

Pranav Gaur

28 JUL 2022

[Handwritten signature]

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.


Beonar Gait

28 JUL 2022

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.

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 on the day and year first herein above written.

Signed and delivered for and on behalf of:
Bidhannagar College

Name: Saurabh Chakraborti
Title: Principal

Principal
Bidhannagar College, Salt Lake

Signed and delivered for and on behalf of:

M/s Redivivus Recyclers Private Limited

Name: Pranav Goel
Title: Director

Director

Signature of the executant on
attested in the presence of
at the office of the Notary Public, Kolkata 2
under the provisions of the Act of 1908

IDENTIFIED BY ME

28/7/22

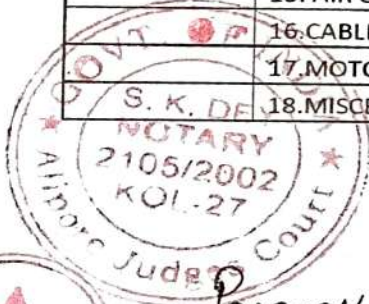
Advocate

28 JUL 2022

28/7/2023

**ANNEXURE -2
EXCHANGE POINT CARD**

QUOTATION		
LOCATION	PARTICULARS	RECYCLE POINT/KG
KOLKATA	1. PAPER	7
	2. LOW GRADED PAPER	1
	3. PLASTIC – PET	2
	4. PLASTIC – HDPE & Others	3
	5. METAL	4
	6. COPPER	88
	7. TUBE LIGHT AND MISLENIOUS ITEM	(-15)
	8. HAZARDOUS WASTE	(-75)
	9. MIXED IT SCRAP LOT	28
	10. MIXED ELECTRICALS	42
	11. UPS BATTERY	75
	12. INDUSTRIAL BATTERY	85
	13. COPPER CABLES	185
	14. ALUMINIUM CABLES	58
	15. AIR CONDITIONERS	55
	16. CABLES	12
	17. MOTORS(AC/DC)	68
	18. MISCELLANEOUS CONSUMER ITEMS	12



Biswanath Ghosh

[Handwritten signature]



[Large blue handwritten signature]

28 JUL 2022

<COMPANY LETTER HEAD>

To

Whomsoever Concerned

DT:

SUB: Dry Recyclables for recycling.

Please allow the recyclables from M/s <COMPANY_NAME> to be sent to M/s **Redivivus Recyclers Private Ltd.** 54/7B, D.C Dey Road, Kolkata – 700015 for the purpose of recycling.

Total Weight: _____

Value (Inclusive of Taxes): Rs. _____



Regards

(SIGN & STAMP)

<COMPANY_NAME>



Binay Chak

Handwritten signature in blue ink, possibly reading 'Binay Chak', with a large blue scribble underneath.

Handwritten signature in green ink.

28 JUL 2022



28 JUL 2022



28 JUL 2022

THE 28th DAY OF July 2022

PAPER WRITING 'A'
&
THE RELATIVE NOTARIAL
CERTIFICATE

SANDIP KUMAR DEY

ADVOCATE & NOTARY
Govt. of India
Regn. No. 2105/2002
Alipore Judges' Court
Dist. South 24-Paragans
Kolkata - 700 027

Professional Address
128/17B, Hazra Road
2nd Floor
Kolkata - 700 026