

# 7.1.3 Agreements & MOUs



#### **INDIA NON JUDICIAL**

#### **Government of Karnataka**

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**REVA UNIVERSITY** 

Article 5(J) Agreement (In any other cases)

**AGREEMENT** 

(Zero)

**REVA UNIVERSITY** 

SANTHOSH KUMAR PRERANA SEVA TRUST

**REVA UNIVERSITY** 

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(Twenty only)







### MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and executed on this the Thirtieth December Two Thousand Twenty Two (30-12-2022) at Bengaluru;

#### BETWEEN:

Santhosh Kumar **M/s. Prerana Seva Trust** #106, 1<sup>st</sup> Main, 4<sup>th</sup> Cross, Agrahara Layout, Yelahanka, Bengaluru - 560064 Mob: 7338129647

Page 1 of 2

- The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.

  The onus of checking the legitimacy is on the users of the certificate.

  In case of any discrepancy please inform the Competent Authority.

Hereinafter called the parties of the FIRST PARTY;

#### AND:-

#### **REVA UNIVERSITY**

Rukmini Knowledge Park, Kattigenahalli Yelahanka, Bengaluru – 560 064 Tel: 080 6622 6622

Hereinafter called the party of the SECOND PARTY;

The terms First party and the Second party shall mean and include their representatives, partners, Authorized agents, heirs, legal representatives, successors and assigns etc.

WHEREAS, the First party are agreed to collect day by day Wet and Dry Waste from REVA University Campus

WHEREAS, the Second party is running an educational institution under the name REVA UNIVERSITY.

WHEREAS, the First party agreed to collecting day by day wet & dry waste for the period of 3 (three) years commencing from 01.04.2022 to 31.03.2025 to the Second party on daily basis without fail.

WHEREAS, the First party agreed to collecting day by day wet waste for an amount of @Rs.8,000/- per month & dry waste @Rs.12000/- per month and the second party agreed for the same.

WHEREAS, the First party agreed to take the payment monthly after submitting the monthly bill and the second party agreed for the same to pay without fail.

WHEREAS, the obligations of the parties under clauses of this Memorandum shall survive the termination or expiration of this Memorandum

WHEREAS, both the parties have mutually agreed to enter into this Memorandum of Understanding without any compulsion, coercion, threat or force from any side with knowing the consequences of this MOU.

WHEREAS, both the First and Second parties have agreed and undertaken to abide by the above said terms and conditions and shall not violate the same at any circumstances.

**IN WITNESS WHEREOF,** both the parties have affixed their respective signatures to this Memorandum of Understanding on the day, month and year first above written in the presence of the witnesses.

#### WITNESSES:

1.

FIRST PARTY 7338129647

SECOND PARTY



#### INDIA NON JUDICIAL

### **Government of Karnataka**

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**REVA UNIVERSITY** 

Article 12 Bond

**AGREEMENT** 

: 0

(Zero)

: REVA UNIVERSITY

GOMTI RESEARCH AND PHARMACHEM PVT LTD

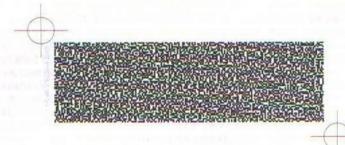
**REVA UNIVERSITY** 

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(Fifty only)







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#### RENEWAL AGREEMENT

This agreement is entered in continuation of the earlier agreement dated 01/03/2020, as the earlier agreement lapsed after the fulfilment of all conditions and recitals by both the on 28/02/2020 as both the parties are satisfied and comfortable to continue with their contract again, this renewal agreement is entered into at Bangalore on this the 16th day in the month of March, in the year Two Thousand Twenty-one (16/03/2021) between M/s REVA University., an institute having its Registered office at Kattigenahalli. Represented by its Authorized Signatory (which expression shall Include, successors -in-interest and assigns) of the "FIRST PART".

BENGALURU



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- 3. In case of any discrepancy please inform the Competent Authority

#### AND

M/s. GOMTI RESEARCH AND PHARMACHEM PRIVATE LIMITED and having Factory at # B-36/38, KSSIDC Industrial Estate, Kumbalgodu, Mysore Road, Bangalore-560074 represented by Mr. Rajendra Kumar Sharma its Director (which expression shall include, successors –in-interest and assigns) of the "SECOND PART".

WHEREAS M/s. REVA University is an Educational Institute engaged in Research intend to operate a facility applying certain Process whereby certain quantity of hazardous waste is generated. The said company interested in disposing the above hazardous waste as per the norms Prescribed by Karnataka State Pollution Control Board (KSPCB).

WHEREAS M/s GOMTI RESEARCH AND PHARMACHEM PRIVATE LIMITED, is an authorized company for treating hazardous Waste, possessing Consent Letters for the purpose, from the Karnataka State Pollution Control Board.

WHEREAS both the above parties held discussion at various times to enter into a Business agreement related to matters of mutual interest and decided to deduce their Respective roles and points of agreement individually and jointly hereunder:

#### I. DUTIES & RESPONSIBILITIES OF THE PARTY OF THE FIRST PART

- Agree to inform KSPCB about the hazardous waste generated in the industry being disposed at the facility of M/s GOMTI RESEARCH AND PHARMACHEM PRIVATE LIMITED,
- 2. Agree to transport, the hazardous waste generated in a safe and secured manner as prescribed by KSPCB to the facility of M/s GOMTI RESEARCH AND PHARMACHEM PRIVATE LIMITED., at No. B-36, KSSIDC Industrial Estate, Kumbalgodu, Off Mysore Road, Bangalore.
- 3. Agree to offload all the hazardous waste generated, presently to be 400 500 ltrs per month.
- 4. If the terms of this agreement include the transportation of hazardous waste by M/s GOMTI RESEARCH AND PHARMACHEM PRIVATE LIMITED. agree to inform M/s GOMTI RESEARCH AND PHARMACHEM PRIVATE LIMITED as and when agreed quantity of hazardous waste is available for transportation. If GOMTI RESEARCH AND PHARMACHEM PRIVATE LIMITED. sent no vehicle, agree to make such requisition in writing next day itself.
- 5. Agree to offload not less than the estimated quantity of the hazardous waste mentioned in the sub-Para 3 above, every month.

Rojendra Bharma BENGALURU

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## II. <u>DUTIES & RESPONSIBILITIES OF PARTY OF THE SECOND PART</u> (M/S, GOMTI RESEARCH AND PHARMACHEM PRIVATE LIMITED,)

- 1. Agree to possess an up-to-date Consent letter for disposal of Hazardous Wastes.
- 2. Agree to give a copy of the consent Letter to M/s REVA University. Agree to possess an up-to-date Public Liability Insurance Policy.
- 3. Whenever the Transport Vehicle of M/s GOMTI RESEARCH AND PHARMACHEM PRIVATE LIMITED is utilized for transportation of the Hazardous Wastes. M/s GOMTI RESEARCH AND PHARMACHEM PRIVATE LIMITED., agree to keep such vehicle road worthy, fit to carry such hazardous wastes as prescribed by statutory bodies such as, Department of Ecology / Environment, KSPCB and such other statutory bodies as prescribed from time to time.
- 4. Vehicles are used exclusively for the transportation of hazardous wastes, maintained in good condition and an alternative arrangement made in case of breakdown.
- 5. Agree to store, treat and dispose the hazardous waste received from REVA University as per the norms of KSPCB.
- Agree to accept, treat and dispose the hazardous waste as per the norms prescribed by KSPCB.
- Agree to provide access to the representatives of REVA University., to visit the facility with prior appointment.
- 8. Agree to cover the employees of M/s GOMTI RESEARCH AND PHARMACHEM PRIVATE LIMITED., who visit the premises of REVA University. By ESI and other statutory rules and regulations and also to provide such safety gadgets as required.
- 9. Agrees to indemnify **REVA University.**, against any liabilities arising out of treatment and disposal of hazardous waste until the final disposal.
- 10. Agree to submit monthly returns to KSPCB of the quantity and nature of hazardous waste received, treated and disposed from M/s **REVA University**.

### III. In Pursuant of the aforesaid terms the parties to this agreement jointly

That they will individually and jointly are responsible to the Karnataka State Pollution Control Board in carrying out their respective duties.

1. That the system functioning at M/s GOMTI RESEARCH AND PHARMACHEM PRIVATE LIMITED., is according to the approval granted by KSPCB, if the environmental audit carried out by M/s REVA University. Finds need for change / modification in the systems of M/s GOMTI RESEARCH AND PHARMACHEM PRIVATE LIMITED. will be to the account of M/s -- REVA University.

Rojendra Blaves BENGALURU BENGALURU

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2. If M/s REVA University. Transports the hazardous waste to the facility of M/s GOMTI RESEARCH AND PHARMACHEM PRIVATE LIMITED., M/s REVA University Will take all measures for the safe transportation of the hazardous wastes to M/s GOMTI RESEARCH AND PHARMACHEM PRIVATE LIMITED as per the norms prescribed by KSPCB. Similarly, M/s GOMTI RESEARCH AND PHARMACHEM PRIVATE LIMITED. will take such safety measures in case their vehicle is utilized for the transportation.

Disputes, if any, arising out of the terms of this agreement, shall, as far as possible mutually settled involving KSPCB. If this fails, the matter shall be settled as laid down in the Arbitration Act 1940, and the award passed thereon shall be final and binding on

both the parties.

4. This agreement comes into effect from the day, month, and year first above written.

5. This agreement is valid for a period of three year (2021-24) and renewal / revision will be by mutual consent.

6. Termination of the contract will be by mutual consent by giving written notice of six months by either party.

7. There are no commercial terms in this agreement as the cost of transportation is recovered by spent solvent distillation and the solvent recovered.

IN WITNESS WHEREOF the parties hereto have executed this presence at Bangalore on the day, month and year herein above mentioned.

Signature of the Registrar

REVA UNIVERSITY

Yelahanka, Bengaluru-64

For M/S REVA University

Signature of Vice-chancellor

**REVA** University

Rukmini Knowledge Park, Kattigenahalli,

Yelahanka, Bangalore - 56026 PHARA

FOR GOMTI RESEARCH AND PHARMACHEM PRIVATE LIMITED.,

(RAJENDRA KUMAR SHARMA)

DIRECTOR



#### INDIA NON JUDICIAL

### **Government of Karnataka**

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**REVA UNIVERSITY** 

Article 12 Bond

AGREEMENT

(Zero)

**REVA UNIVERSITY** 

GOMTI RESINS AND POLYMERS PVT LTD

REVA UNIVERSITY

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(Fifty only)



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#### Pleas GIRE ENT line

This agreement is entered into at Bangalore on this the 1st day in the month of March, in the year Two Thousand Twenty between M/s REVA University., an institute having its Registered office at Kattigenahalli. Represented by its Authorized Signatory (which expression shall Include, successors in-interest and assigns) of the "FIRST PART".

#### AND

M/s. GOMTI RESINS & POLYMERS PVT LTD, and having Factory at # B-36/38. KSSIDC Industrial Estate, Kumbalgodu, Mysore Road, Bangalore-560074 represente



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by Mr. Rajendra Kumar Sharma its Director (which expression shall include, successors -in-interest and assigns) of the "SECOND PART".

WHEREAS M/s. REVA University is an Educational Institute engaged in Research intend to operate a facility applying certain Process whereby certain quantity of hazardous waste is generated. The said company interested in disposing the above hazardous waste as per the norms Prescribed by Karnataka State Pollution Control Board (KSPCB).

WHEREAS M/s GOMTI RESINS & POLYMERS PVT LTD, is an authorized company for treating hazardous Waste, possessing Consent Letters for the purpose, from the Karnataka State Pollution Control Board.

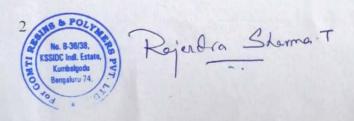
WHEREAS both the above parties held discussion at various times to enter into a Business agreement related to matters of mutual interest and decided to deduce their Respective roles and points of agreement individually and jointly hereunder:

#### I. DUTIES & RESPONSIBILITIES OF THE PARTY OF THE FIRST PART

- 1. Agree to inform KSPCB about the hazardous waste generated in the industry being disposed at the facility of M/s GOMTI RESINS & POLYMERS PVT LTD,
- Agree to transport, the hazardous waste generated in a safe and secured manner as prescribed by KSPCB to the facility of M/s Gomti Resins & Polymers Pvt Ltd., at No. B-36, KSSIDC Industrial Estate, Kumbalgodu, Off Mysore Road, Bangalore.
- 3. Agree to offload all the hazardous waste generated, presently to be 400 500 ltrs per month.
- 4. If the terms of this agreement include the transportation of hazardous waste by M/s Gomti Resins & Polymers Pvt Ltd. agree to inform M/s Gomti Resins & Polymers Pvt Ltd as and when agreed quantity of hazardous waste is available for transportation. If Gomti Resins & Polymers Pvt Ltd. sent no vehicle, agree to make such requisition in writing next day itself.
- 5. Agree to offload not less than the estimated quantity of the hazardous waste mentioned in the sub Para 3 above, every month.

## II. <u>DUTIES & RESPONSIBILITIES OF PARTY OF THE SECOND PART</u> (M/S. GOMTI RESINS & POLYMERS PVT LTD.,)

- 1. Agree to possess an up-to-date Consent letter for disposal of Hazardous Wastes.
- 2. Agree to give a copy of the consent Letter to M/s REVA University. Agree to possess an up-to-date Public Liability Insurance Policy.
- 3. Whenever the Transport Vehicle of M/s Gomti Resins & Polymers Pvt ltd is utilized for transportation of the Hazardous Wastes. M/s Gomti Resins & Polymers Pvt Ltd., agree to keep



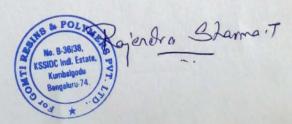
such vehicle road worthy, fit to carry such hazardous wastes as prescribed by statutory bodies such as, Department of Ecology / Environment, KSPCB and such other statutory bodies as prescribed from time to time.

- 4. Vehicles are used exclusively for the transportation of hazardous wastes, maintained in good condition and an alternative arrangement made in case of breakdown.
- 5. Agree to store, treat and dispose the hazardous waste received from REVA University as per the norms of KSPCB.
- 6. Agree to accept, treat and dispose the hazardous waste as per the norms prescribed by KSPCB.
- 7. Agree to provide access to the representatives of REVA University., to visit the facility with prior appointment.
- 8. Agree to cover the employees of M/s Gomti Resins & Polymers Pvt Ltd., who visit the premises of REVA University. By ESI and other statutory rules and regulations and also to provide such safety gadgets as required.
- 9. Agrees to indemnify **REVA University.**, against any liabilities arising out of treatment and disposal of hazardous waste until the final disposal.
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That they will individually and jointly are responsible to the Karnataka State Pollution Control Board in carrying out their respective duties.

- 1. That the system functioning at M/s Gomti Resins & Polymers Pvt ltd., is according to the approval granted by KSPCB, if the environmental audit carried out by M/s REVA University. Finds need for change / modification in the systems of M/s Gomti Resins & Polymers Pvt ltd. will be to the account of M/s -- REVA University.
- 2. If M/s REVA University. Transports the hazardous waste to the facility of M/s Gomti Resins & Polymers Pvt ltd., M/s REVA University Will take all measures for the safe transportation of the hazardous wastes to M/s Gomti Resins as per the norms prescribed by KSPCB. Similarly, M/s Gomti Resins & Polymers Pvt Ltd. will take such safety measures in case their vehicle is utilized for the transportation



- 3. Disputes, if any, arising out of the terms of this agreement, shall, as far as possible mutually settled involving KSPCB. If this fails, the matter shall be settled as laid down in the Arbitration Act 1940, and the award passed thereon shall be final and binding on both the parties.
- 4. This agreement comes into effect from the day, month, and year first above written.
- 5. This agreement is valid for a period of one year and renewal / revision will be by mutual consent.
- 6. Termination of the contract will be by mutual consent by giving written notice of six months by either party.
- 7. There is no commercial terms in this agreement as the cost of transportation is recovered by spent solvent distillation and the solvent recovered.

IN WITNESS WHEREOF the parties hereto have executed this presence at Bangalore on the day, month and year herein above mentioned.

For M/S REVA University

Signature of Vice-chancellor

Signature of the Registrar

FOR GOMTI RESINS & POLYMERS PVT LTD.,

(RAJENDRA KUMAR SHARMA)

Director.

REVA University, Rukmini Knowladga Park
REVA University, Rukmini Knowladga Park
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