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P 295420

AGREEMENT FOR LEASE OF PARLOUR FOR SALE OF OMFED PRODUCTS

THIS AGREEMENT is made on this 12th day of October Two Thousand Twenty Three.

BETWEEN

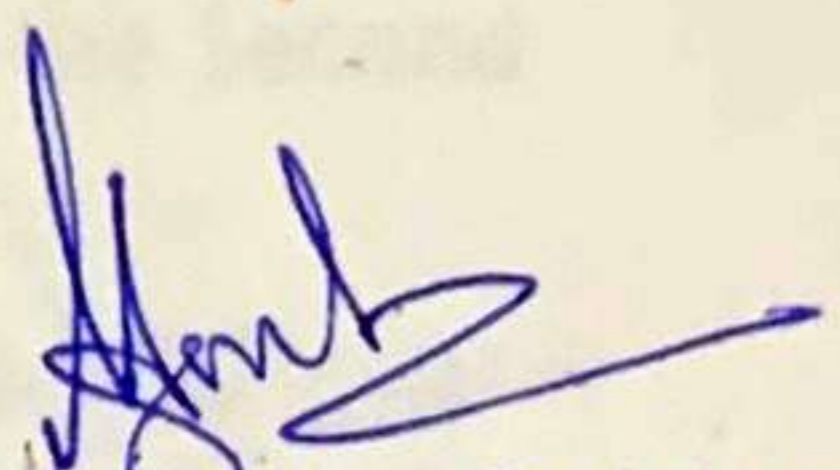
THE ORISSA. STATE COOPERA'TIVE MILK PRODUCERS FEDERATION LTD. an Apex Cooperative Body registered under the Orissa Cooperative Societies Act, 1962, having its Corporate Office at D-2, Saheed Nagar Bhubaneswar-7 (herfinafter referred to as "Federation"). which expression shall unless repugnant to the context or meaning thereof, include the successors in interest and assigns of the Federation of the FIRST PART

AND

Centurion Science & Technology Entrepreneursip Facilitation Centre a Section 8 Company which is a social entrepreneursip outreach entity of Centurion University of Technology and Management, declared as a State University by an Act of the Odisha Legislative Assembly, having its Registered Office at Alluri Nagar, R Sitapur, Via- Uppalada, Parlakhemundi – 761211, Odisha and Corporate office at 17 Forest Park, Bhubaneswar- 9, hereinafter referred to as "the Facilitator" (which expression shall, unless excluded by or repungant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the SECOND PART

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Centurion Science & Tech
Entrepreneursip Facilitation Centre


Drafting Division
C-11 Bhubaneswar City
A- Chandrasekharpu
Bhubaneswar Rly Colony
Bhubaneswar 751011

The "Federation" and "Facilitator" shall hereinafter be collectively referred to as "Parties" and individually as "Party". The use of singular expressions shall also include plural expressions and masculine includes the feminine gender wherever the context of this agreement so demands.

WHEREAS the Federation engaged in production, processing and marketing of Milk, Milk Products, Agri & bakery products has decided for outsourcing the management/operation of its Milk /Ice-cream Parlours functioning at different locations of Bhubaneswar City along with fixed/movable assets therein for use as a trading/retail counter of OMFED brand products including Milk/ Milk Products/Horticulture Products/ Agro & Bakery Products..

WHEREAS the Facilitator presently engaged in production/marketing of bakery items under OMFED Brand for promotion of Urban Poor livelihood development with the assistance of the Federation as per MoU between the parties has submitted proposal to take up the management/operation of Milk/Ice-cream parlours to provide alternate source of income to urban poor communities.

WHEREAS, in pursuance of existing arrangement and decision /proposal as above, the Parties hereto have agreed to enter into this Agreement for management/operation of parlours mentioned as under.

1. OUAT Milk & Ice Cream Parlour, Siripur
2. Nayapalli Milk & Ice Cream Parlour
3. Sahid Nagar Milk & Ice Cream Parlour

NOW THIS INDENTURE WITNESSETH AND HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS.

1. Interpretation of Clause:

In this Agreement the following expressions shall, unless the content requires, have the meanings respectively assigned to them hereunder.

- (i) "Reference" to the parties here to shall include, subject to the terms to this Agreement, their respective successor and assignee's.
- (ii) "Agreement" means this agreement together with Annexures which include the offer and acceptance between the parties or any other communication made to that effect.
- (iii) "Product" means Milk & other products and all other items indicated in the Annexures attached to this agreement produced by the Second

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Centurion Science & Tech
Entrepreneurship Facilitation Centre

Marketing Division
OMFED Bhubaneswar Dairy
A. Chandrasukharpalli
Bhubaneswar City
Bhubaneswar 751001

5. Relationship between the Parties:

That the agreement being a commercial document, nothing contained herein shall be construed as establishing a relation of master and servant or of an agent and principal as between the Federation and the Facilitator. The Facilitator shall be subject to this Agreement, have complete charge on assets and the person deployed by them for performing marketing activities.

6. Price:

That the purchase and sale price fixed by the Federation and changes thereof if any made taking into market condition, shall have to be accepted by the facilitator.

7. Indent & Payment:

That indent for milk, milk products and other products with clear mention of packing quantity shall be submitted by the Facilitator every day at least one day in advance at any time between 10.00 AM. To 5.00 PM. Payment shall be made by the Facilitator on weekly /daily basis towards supply of products against Invoice with security deposit/bank guarantee.

8. Supply & Tide of Products:

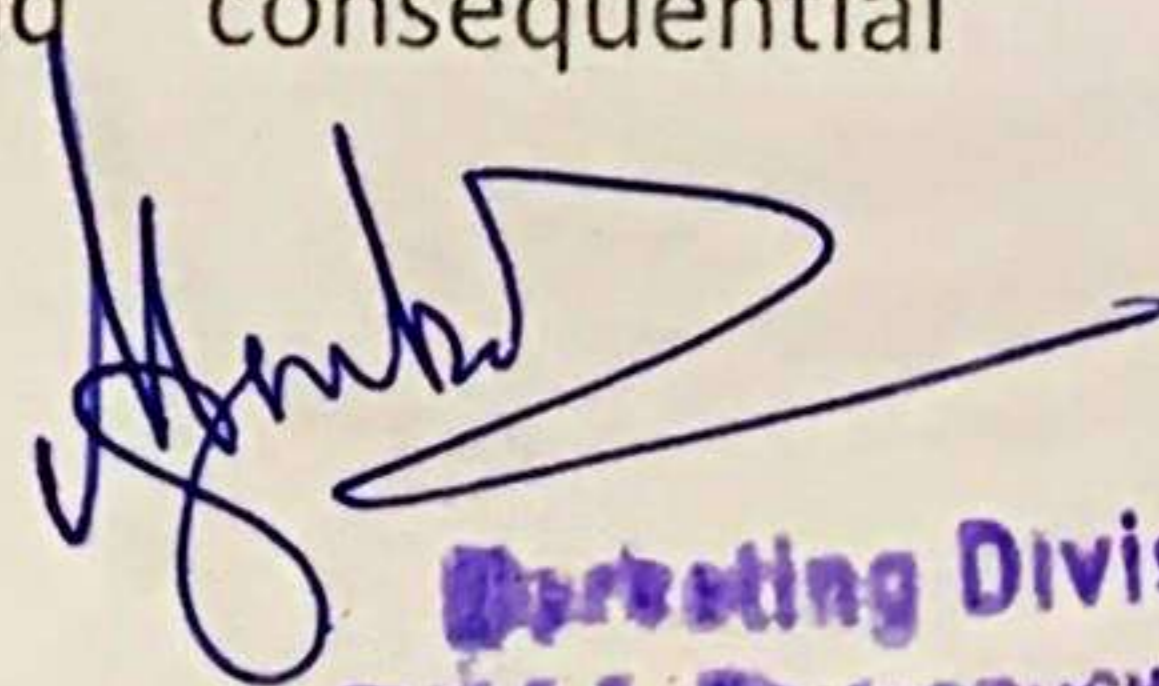
That the Federation shall supply milk, Milk Products and other products as per indent in prescribed manner & such Products shall immediately pass over to Facilitator after supply & taking delivery of the same in good condition by their authorized person. In such an event the liability of the Federation with regard to quality and quantity shall cease automatically,

9. Quality & Quantity of Products:

The Federation will not be responsible for any complaint pertaining to the quantity & quality of supplies made by OMFED if so found less or deteriorated in the custody of the Facilitator attributable to the negligence or non-compliance of-instruction for preservation or the seal of the product is found broken after its delivery. The Facilitator shall be liable for deterioration of quality due to such lapses and consequential damages/legal proceedings if any.

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Entrepreneurship Facilitation Centre



Operating Division:
Smt. L. Bhuvaneshwari Das
At Chandrasekhar
Bhubaneswar, Ry. In.
Bhubaneswar 75

10. Cancellation of Agreement:

This Agreement shall be deemed as cancelled in the event of breach of terms & condition by either party which shall be followed by a notice to the defaulting party from the other party disclosing the nature/cause of default either in writing or any other mode of communication. A hard copy of such communication shall be sent either Regd. Post with AD. Or hand delivery with due acknowledgement.

11. GENERAL CONDITIONS:

- (i) That the Facilitator shall obtain health and trade license from local authorities at their cost for sale of OMFED Milk/ Products and bear all statutory liability on sale of the same & shall keep the records free from any such liability.
- (ii) That the Facilitator shall be supplied with milk, milk products and other allied products timely by the Federation against advance indent placed the Facilitator. Indent shall be submitted on regular basis be submitted every day and under no circumstances indenting shall be stopped/discontinued by the Facilitator without prior permission of the Federation. In the event of discontinuation of milk indenting for consecutive . period of three days without any justifiable reason, the permission so granted to manage/operate parlour as per this Agreement shall be treated as cancelled without any notice.
- (iii) That the Facilitator or his authorized person shall remain present & take delivery of materials with due acknowledgement and ensure return of empty crates along with other returnable items if any to Bhubaneswar Dairy in Milk Van on the same day. In the event of any such change of authorized person by the Facilitator, the same shall be reported well in advance to the Federation with full particulars of the person concerned for the purpose of delivery of stock.
- (iv) That the Facilitator or his representative shall not collect and receive any security deposits or advance money from any customer, agents, sub agents, dealer or stockist, in the name of Federation and also not misuse OMFED Logo and insignia in any manner on the letter head, visiting card or in any official stationery without prior permission of the Federation.
- (v) That the Facilitator during the agreement period shall all make all endeavours diligently and faithfully to sell all the agreed quantity of OMFED milk/milk products, Horticulture & agro products and take necessary steps for increasing the same every month.

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Marketing Division
Bhubaneswar Dairy
Chandrasekhar
Bhubaneswar Dairy Colony
Bhubaneswar 751011

- (vi) That the Facilitators shall not appoint sub-agent, sub-let or assign the agreement or benefits thereof to any other party and not use Parlour for selling of any other product, commodity without prior approval of the Federation. If it is found that the products of other brand are marketed in the parlor premises or the said premises have been sublet to another person without the permission of the Federation then the agreement shall stand cancelled so also permission granted for marketing of OMFED brand products without any further notice to that effect.
- (vii) That the Facilitator shall arrange for displaying the list of products available for sale in the parlours and price of each such product at the counters visible to the consumers.
- (viii) That the Facilitator shall sale OMFED Brand Milk/ milk products on first come first serve basis at the specified price and/or any other conditions fixed by the Federation from time to time and shall not charge any extra price/ or shall impose any other conditions.
- (ix) That the Facilitator shall deposit the monthly bill amount to OMFED before due date for payment of electricity bill including meter rent, water supply bills if any by 10th day of each month.
- (x) That the Parties shall have no claim or right or take no action against other party due to breach in any condition of this Agreement due to natural calamities, breakdown of machinery, inadequate transportation facilities, fire, strike, riot, mob violence or any irresistible force. As the milk marketing is an essential service, the Facilitator shall not stop milk indenting in any day without prior permission of Federation.

12. OTHER CONDITIONS

- (i) That, this Agreement is exclusive and Non transferable by any of the parties hereto,
- (ii) That, both the parts are committed for the fair business practice and refrained from engaging in any illegal, unfair or deceptive trade practices or unethical business practices whatsoever, in respect to the business.
- (iii) That, any other issue not covered under this Agreement shall be settled as per mutual consent of the Parties and form part/ parcel of this Agreement.
- (iv) That it is fully understood and agreed by & between the parties that this Agreement has been signed for the sole purpose mentioned

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above and this Agreement in any event, save for what is mentioned therein, will not confer any right to either of them against the other.

- (v) That the breach of terms and conditions or default by one party shall be communicated to the other party in writing for remedial action/rectification of default within a period of 30 days from the date of receipt of the communication.
- (vi) That the parties of the Agreement will not initiate any communication with or provide information to any other party with respect to the discussions held between themselves or the contents of the Agreement without written consent of the other party, and shall maintain confidentiality of technical knowledge regarding the product or distribution and retail details.
- (vii) This Agreement shall be executed in duplicate and the Federation, the First Part shall retain the original and the Second Part Centurion Science and Technology Entrepreneurship Facilitation Centre shall retain the duplicate. Each party shall bear the stamp duty payable in respect of its copy if registered.

13. Arbitration

In case of any dispute, in the first instance, Parties shall attempt to resolve the same amicably by direct negotiations and use their best efforts for resolving all disputes arising under or in respect of this Agreement promptly, equitably and in good faith so also provide each other all non privileged records, information and data pertaining to any dispute. In the event of failure of such attempt, the Dispute shall be referred Sole Arbitrator for adjudication under the provisions of the Arbitration and Conciliation Act, 1996.

14. Jurisdiction

This Agreement is executed in Bhubaneswar and the Parties hereby agree that the Courts at Bhubaneswar shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this Agreement and any Award or Awards made by the Sole Arbitrator hereunder shall be filed in the concerned Courts at Bhubaneswar alone.

Debasish Panda

Centurion Science & Tech
Entrepreneurship Facilitation Centre

[Signature]
Marketing Division
CSFTB Bhubaneswar Dairy
AA Chandrasekharpur
Bhubaneswar Rly Colony
Bhubaneswar 751011

15. Entirety & Severability of the Agreement

This Agreement sets forth the understanding between the parties to the subject matter and neither party shall be bound by any condition, understanding or representation with respect to the subject matter of this Agreement except as duly set forth on or subsequent date hereof in writing and signed by the party or by a proper duly authorized representative. Further, all provisions of this Agreement are severable and invalidity of any provision in this Agreement shall not affect all other provisions, which will remain valid and binding.

16. Termination

This Agreement shall be terminated on the grounds mentioned as under:

- A. Convenience of either party by a written notice of at least sixty (60) days to the other Party at any time from the date of commencement of agreement period.
- B. Default or breach of condition of the Agreement by either party without prejudice to any other remedy for breach of contract, by a written notice of at least sixty (60) days if the defaulting party does not rectify such breach of condition/ default within the provisions of this Agreement.
- C. If any of the parties declared bankrupt and become insolvent

17. Notice Address

All notices, requests, demands and other communication required or to be provided for under this Agreement shall be given in writing and shall be delivered to the respective addresses of the parties as under:

" THE FACILITATOR "	" THE FEDERATION "
Authorised Person Centurion Science & Technology Entrepreneurship Facilitation Centre 17 Forest Park, Bhubaneswar 751009	General Manager (Marketing) The Orissa State Cooperative Milk Producers Federation Ltd D -2, Saheed Nagar, Bhubaneswar 751007

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Centurion Science & Tech
Entrepreneurship Facilitation Centre

[Signature]
Marketing Division
The Orissa State Cooperative Milk
Producers Federation Ltd
Chandrasekharpur
Rly Colony
Bhubaneswar 751011

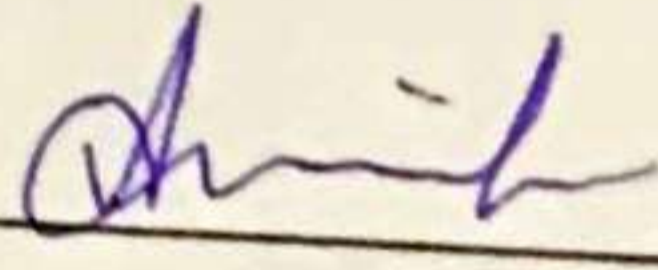
IN WITNESS WHEREOF THE PARTIES HERETO HAVE HERE UNTO SET THEIR HANDS AND CAUSED THEIR COMMON SEAL TO BE AFFIXED TO THESE PRESENTS AND A DUPLICATE THEREOF ON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN

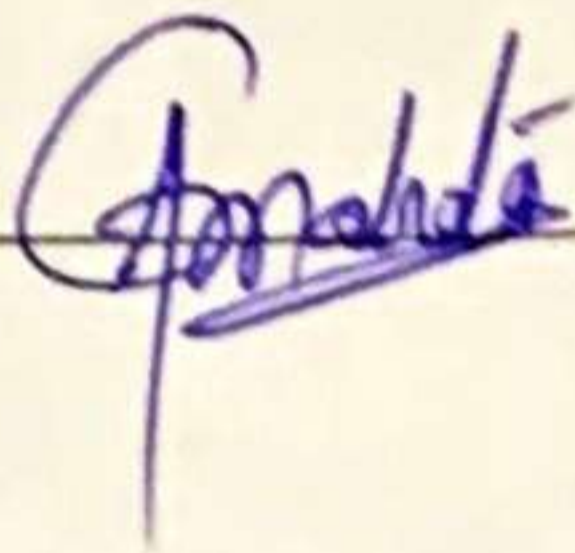
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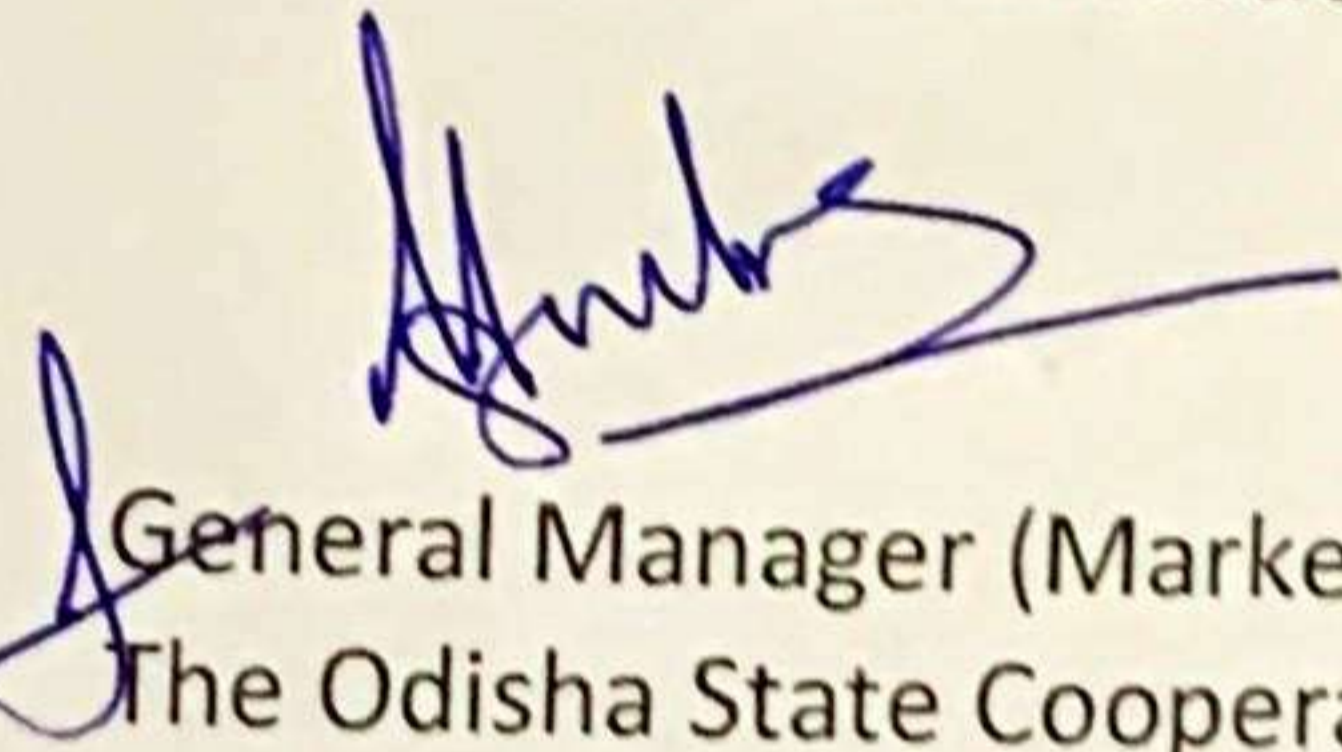
For, Centurion Science & Technology Entrepreneurship Facilitation Centre

In the presence of

1) 

2) 

Sealed, signed and delivered for and on behalf of the Odisha State Cooperative Milk Producers Federation Ltd



General Manager (Marketing)

The Odisha State Cooperative Milk Producers Federation Ltd

In the presence of:

1) _____

2) _____

Marketing Division
Coop & Entrepreneur Dain
AA Chandrasekharpu
Banspur Rly Colony
Bhubaneswar 751011