

યુનિવર્સિટી કેમ્પસમાં અમૂલ પાર્લર  
ચાલુ કરવા બાબત ...

આણંદ કૃષિ યુનિવર્સિટી,

આણંદ

વંચાણે લીધો:

તા. ૨૫-૦૧-૨૦૧૬ ના રોજ રાજ્ય કૃષિ યુનિવર્સિટી પરિષદ, ગાંધીનગર ખાતે  
મળેલ નિયામક મંડળની ૪૦ મી બેઠકની કાર્યનોંધના મુદ્દા નં. ૪૦.૧૩

### જાહેરનામું

આથી સંબંધકર્તા સર્વેને જાણ કરવામાં આવે છે કે, આણંદ કૃષિ યુનિવર્સિટી, આણંદની નિયામક મંડળની તા. ૨૫-૦૧-૨૦૧૬ ના રોજ રાજ્ય કૃષિ યુનિવર્સિટી પરિષદ, ગાંધીનગર ખાતે મળેલ નિયામક મંડળની ૪૦ મી બેઠકની કાર્યનોંધના મુદ્દા નં. ૪૦.૧૩ થી નીચે મુજબ ઠરાવવામાં આવ્યું.

“આથી ઠરાવવામાં આવે છે કે, યુનિવર્સિટી કેમ્પસ ખાતે યુનિવર્સિટી ભવનની સામેની ખુલ્લી જગ્યામાં અમૂલ પાર્લર ચાલુ કરવા માટે GCMMF સાથે થયેલ કરારની શરતો અને બોલીઓ અનુસાર તેમજ તેમાંથી થતી આવક યુનિવર્સિટી ફંડ હેઠળ જમા લેવા મંજૂર કરવામાં આવે છે.”

સામેલ: કરારની બોલીઓ અને શરતો  
જા.નં. આકૃયુ/ડેસાકો/૨૦૧૬  
તા.૨૫/૦૨/૨૦૧૬

આચાર્ય અને વિદ્યાશાખાધ્યક્ષ

નકલ સવિનય રવાના:

- (૧) નિયામક મંડળના તમામ સભ્યશ્રીઓ તરફ.
- (૨) યુનિવર્સિટી અધિકારીશ્રી (તમામ), આકૃયુ, આણંદ તરફ જાણ સારું.
- (૩) કુલસચિવશ્રી (એકેડેમિક શાખા), આકૃયુ, આણંદ તરફ (૧૦ નકલ).
- (૪) તમામ યુનિટ /સબ યુનિટ અધિકારીશ્રી, આકૃયુ, આણંદ તરફ

નકલ રવાના:

- (૧) માન. કુલપતિશ્રીના રહસ્ય સચિવશ્રી, આકૃયુ, આણંદ.
- (૨) કુલસચિવશ્રીના અંગત મદદનીશ, આકૃયુ, આણંદ.

On Rs 100/ stamp paper

4/1/19-3

DRAFT  
AGREEMENT

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This agreement is entered into on this day of \_\_\_\_\_ 2015 between \_\_\_\_\_ representing the Anand Agricultural University (hereinafter referred to as the 'AAU') of the FIRST PART.

**AND**

General Manager, Gujarat Co-operative Milk Marketing Federation GCMMF Limited, a cooperative society registered under the Gujarat Co-operatives Societies Act 1961, having its registered office at Amul Dairy Road, Anand - 388001 (hereinafter referred to as 'FEDERATION') which expression shall unless repugnant to the context, mean and include its assigns, successors or nominees by whatever name called of the SECOND PART.

**WHEREAS**

1. FEDERATION is desirous of entering into the agreement for operating 'Amul Parlour' at AAU campus, owned and maintained by the FEDERATION.
2. The AAU is willing to allow FEDERATION to create and operate 'Amul Parlour' in exchange of a monthly charges of @ 2% of total gross turn over as mutually decided by both the parties and to be paid by FEDERATION on quarterly basis.
3. The agreement is being entered with a vision to provide nutritious and hygienic food products to the visitors, students and employees of the AAU and the neighbourhood, so that they become socially useful as civic recreational facilities.

**IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:**

1. The AAU, ANAND shall permit FEDERATION access to the office premises for the purpose of operating 'Amul Parlour' of size 200 sq ft approx. such that the parlour can be used for displaying, storing and selling Amul products and preparations.
2. The space provided by AAU, ANAND to FEDERATION for the purpose of creating the parlour would not be used for any other purpose except for the Amul "Utterly Delicious" parlour.
3. The permission granted to FEDERATION shall not create any tenancy or proprietary rights or any other interest, which shall continue to be of the exclusive ownership, control and possession of the AAU, ANAND.
4. FEDERATION shall not use the premises for sub-letting other than giving it to authorized franchisee/distributor for conduction of daily operations as appointed by federation. However, FEDERATION shall remain exclusively responsible for the compliance of this Agreement to AAU, ANAND. Federation will have exclusive right to decide about the appointment of the Franchisee to operate parlour.



5. FEDERATION shall pay the monthly charges as mutually decided by both the parties every three-months to AAU, ANAND for use of the allotted space for its parlour.
6. FEDERATION shall be exclusively responsible for the complete repair and maintenance of the parlour, for which, FEDERATION can take financial or administrative support from other persons and also employ experts for implementing the same.
7. AAU, ANAND will provide required water and drainage facilities to FEDERATION for the operation of the parlour and Federation would pay charges as per the norms. AAU will help FEDERATION in getting required electricity supply for smooth running of the Amul parlour.
8. FEDERATION will keep sufficient dustbins nearby parlour to dispose off the waste in nearby waste container. AAU, Anand ensures to make arrangement for disposal of solid waste on daily basis to ensure perfect cleanliness.
9. AAU, ANAND should ensure that allotted space would remain open to the entire public during its visiting hours as decided by AAU, Anand and Collector's Office, Anand without any discrimination of cast, creed and religion.
10. AAU, ANAND hereby indemnifies FEDERATION against any loss, damages or liability arising as a result of any act of omission or commission on part of any employee of AAU, ANAND/ Contractor. Amount of any such loss, damages as decided by FEDERATION shall be reimbursed to FEDERATION by AAU, ANAND.
11. The agreement shall be for a period for five years from \_\_\_\_\_ to \_\_\_\_\_ and can be extended further with mutual consent of both the parties. At the end of the agreement period, both parties can mutually agree for further extension of the agreement.
12. FEDERATION shall ensure compliance with all requirements of law and also with this agreement. FEDERATION will be responsible any tax, fees or any other charges by Anand municipality or FSSAI or any other regulatory agencies. FEDERATION will take proper safety precautions for the use of facility or any other service provided in the office premises. FEDERATION will ensure regular upkeep of the surrounding area and would ensure dustbins nearby the parlors.
13. In case either party is desirous of terminating this agreement before the expiry of the period as agreed, then thirty days notice in writing to either side must be provided. The termination of this agreement shall not relieve either party from its obligation to pay any sums then owing to the other party nor from the obligations to perform or discharge any liability that had been incurred prior thereto.
14. Neither AAU, Anand nor the Federation shall be liable for any liability to fulfil their commitments and obligations hereunder occasioned in whole or in part by force Majeure, fire, war or any other cause beyond their reasonable control. Such Force Majeure occurrence shall be notified to the other party within 15 days of such occurrence. If such force Majeure continues for a period of three months, both the parties shall decide about continuation of this agreement.
15. It is hereby agreed and declared that nothing in this Agreement shall operate to restrict or interfere with the free use of Amul parlours by Federation.

16. AAU, Anand shall not allow other competitor company to open such parlours in the any space nearby Amul Parlour in AAU area.

17. In case of legal dispute arising out of or relating to this agreement or breach, or the invalidity thereof, shall first be attempted to be settled by conciliation. If the same is not resolved through conciliation then the same shall be referred to sole arbitration of the Managing Director, Federation and his decision shall be binding to both the parties. The venue of such arbitration shall be at Anand. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996. In case of disputes being referred to the court of law, the courts at Surat only will have jurisdiction.

IN WITNESS WHEREOF the parties have put their respective hands the day and the year first herein above written.

SIGNED for and on behalf of:

\_\_\_\_\_  
Party of the First Part  
(Comptroller)  
AAU, Anand

\_\_\_\_\_  
Party of the Second Part  
(General Manager)  
GCMMF Ltd.  
Amul Dairy Road  
Anand - 388 001

WITNESS

1. Signature:  
Name:  
Address:

Signature:  
Name:  
Address: GCMMF Ltd., Anand

2. Signature:  
Name:  
Address:

Signature:  
Name:  
Address: GCMMF Ltd., Anand

Date: \_\_\_\_\_ Place: \_\_\_\_\_