

COW OWNERSHIP AGREEMENT

This Agreement is made and executed at Jaipur, Rajasthan on ____th day of _____, 2022 in presence of 2 independent witnesses (*"Commencement date"*).

BY AND BETWEEN

_____, aged about ____ years, S/o _____, R/o _____ (which is within the municipal limits of Jaipur Municipal Corporation) (hereinafter referred to as the '**First Party/Owner**' which expression shall, unless repugnant to the context include its successor and permitted assigns) being party of the **First Part**.

AND

M/s Yashasvi Prakritik Farms Private Limited, a Company incorporated under the Companies Act, 2013, having its registered office at 745, A.R.G. North Avenue, Sikar Road, V.K.I.A, Jaipur- 302013, Rajasthan, through its Director, Shri Amit Gupta, aged about 41 years, S/o _____, R/o 745, A.R.G. North Avenue, Sikar Road, V.K.I.A, Jaipur- 302013, Rajasthan, having his DIN No. as 01895915 (hereinafter referred to as the '**Second Party/Custodian**' which expression shall, unless repugnant to the context include its authorized representatives, successors and permitted assigns) being party of the **Second Part**.

(Hereinafter the Parties of the First and Second Part shall collectively be referred to as the "Parties" and individually as "Party" as the context may require.)

WHEREAS:

1. The party of the Second Part is a Private Limited company incorporated in the year 2019 under the provisions of the Companies Act, 2013 and is registered with Registrar of Companies, Jaipur bearing Corporate Identity Number (CIN) U01100RJ2019PTC067352. The party of the second part is engaged in the business of Organic Farming as well as Cattle Farming specifically of Gir breed of Cows and is running its organic farm as well as cattle farm at Radhakishanpura, Via Jahota, Sub-Division Jalsu, Tehsil Amer, Jaipur, Rajasthan. The party of the Second Part also provides these Gir cows to the intended buyers on limited ownership/adoption basis wherein the owner does not have to maintain the said Cow(s) and entire care and maintenance is done by the party of the second part and the owner can consume the milk/ghee from these cows for a specific period free of cost.

2. The party of the First Part is a resident of Jaipur City and is desirous of purchasing/adopting a 'Gir' Cow for a limited period from the party of the Second Part and for the said purpose, the First Party has approached the Second Party for purchasing/adopting the 'Gir' Cow and the Second Party has agreed to provide the said cow on limited ownership / adoption to the First Party and has agreed to maintain the cow on behalf of the First Party on terms and conditions as set out under this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The term of this agreement shall be 7 years which can be terminated by either party in between on the terms and conditions as set out hereinunder.
2. The First Party has agreed to pay an amount of Rs.1,35,000/- (Rupees One Lakh Thirty Five Thousand Only) to the Second Party via cheque/bank transfer for the purpose of adoption/limited period purchase of the 'Gir' Cow, in consideration of which, the Second Party shall provide either 4 liters of milk per day for a continuous period of 7 years or 3 liter of Ghee per month for a period of 7 years to the First Party.
3. That the First Party shall have no right in the progenies/calves of the said cow(s) and the Second Party shall solely have all the rights over all or any of the calves/progenies of the said cow(s). After the completion of the term of this Agreement, i.e. 7 years, the First Party shall have no right either over the cow(s) or over any of its calves/progenies.
4. That the Second Party shall ensure delivery of milk/ghee to be done at the above-mentioned address of the First Party which is within the municipal limits of Jaipur Municipal Corporation and shall not be liable to deliver the milk/ghee at any other address which is outside the municipal limits of Jaipur Municipal Corporation.
5. That in the event that the First Party is relocated from Jaipur, then it shall have the right to transfer its limited period ownership/interest under this Agreement to either its relative(s) or friend(s) located within the municipal limits of Jaipur Municipal Corporation. In any other case, the First Party shall not be entitled to assign or otherwise

transfer its rights, obligations, or duties under this Agreement to any other person(s) in any manner.

6. That the Second Party shall be responsible to get the quality of milk/ghee checked from time to time and present it before all its members/owners of cows. The Second Party shall be solely responsible for quality of the milk/ghee and for delivery of fresh milk by and before 8:00 AM every day, except in cases when delivery may be delayed due to Force Majeure reasons including but not limited to strike, lockdown, rain, storm or any other natural calamities which are beyond the control of the Second Party.
7. That if required, the First Party will be able to terminate/cancel the present agreement and take back its cow from the Second Party only within 5 years from the commencement date. The First Party shall not be able to terminate and cancel the present agreement and take back the cow after expiry of a period of 5 years from the commencement date; however, the Second Party shall be responsible for providing either 4 liters of milk per day for a period of 7 years or 3 liter of ghee per month for a period of 7 years to the First Party.
8. That the Second Party shall be responsible for the insurance, care and maintenance of the said cow(s), the costs of which shall be borne by the Second Party.
9. That the Second Party shall be entitled to use the remaining milk obtained from the said cow and any of its by-products such as cheese, butter, ghee, buttermilk etc. for its own use or for commercial purpose and the First Party shall have no objection regarding the same. The Second Party shall also have the sole rights over the cow dung and cow urine collected from the said cow(s).
10. That the First Party may visit the concerned cattle farm/gaushala at any time during the working hours to observe the care and maintenance of the said cow(s) and the Second Party shall have no objection regarding the same.
11. That the business model of the Second Party is confidential and the First Party shall not be entitled to seek any information or document(s) from the Second Party regarding the same and the first party also binds itself not to emulate/copy the concept/business idea of the second party for a period of 7 years from the commencement date.

12. That if anything unfortunate happens to the cow(s) including but not limited to any disease, accident etc. within a period of 7 years, the Second Party shall still be responsible for delivering either 4 liters of milk per day for a period of 7 years or 3 liter of ghee per month for a period of 7 years to the First Party.
13. That if the adopted cow dies before the expiry of a period of 5 years from the commencement date, the Second Party shall allot another cow to the First Party and give its information to the First Party and shall continue the existing arrangement as it is, however, if the adopted cow dies after a period of 5 years from the commencement date, then the Second Party shall be responsible for delivering either 4 liters of milk per day or 3 liter of ghee per month for the remaining period upto 7 years to the First Party.
14. That the original Agreement shall remain with the First Party and a copy of the Agreement shall remain with the Second Party.
15. That if the First Party terminates the Agreement before the expiry of a period of 5 years from the commencement date, then the Second Party shall handover the said cow to the First Party, however, the First Party shall not be entitled to terminate the Agreement after a period of 5 years and the First Party will continue to receive either 4 liters of milk per day for a period of 7 years or 3 liter of ghee per month for a period of 7 years from the Second Party.
16. That if due to the happening of any untoward incident, the Second Party is forced to close its business before the expiry of a period of 5 years, then the Second Party will hand over the said cow to the First Party and if the business is closed after a period of 5 years from the commencement date, then the Second Party shall terminate the Agreement upon payment of a full and final sum of Rs.20,000/- to the First Party.
17. That the Second Party shall be responsible for the timely medical checkup of the said cow(s) and shall also be entitled to get the natural as well as artificial breeding of such cow(s) and the First Party shall have no objection regarding the same and shall also have no right over the progenies/calves born out of natural or artificial breeding.
18. This Agreement shall be governed by and construed in accordance with the laws of India without giving effect to any choice or conflict

of law provision or rule that would cause the application of laws of any jurisdiction other than those of India.

19. That in case of breach of any of the terms and conditions under this Agreement, Courts in Jaipur shall alone have the jurisdiction to entertain any suit/application/complaint in this regard.

20. That both the Parties have read and understood the terms of this Agreement thoroughly and both the Parties and their heirs shall be completely bound by the terms of this Agreement.

IN WITNESS WHEREOF the Parties have caused these presents to be executed in singular, on the day, month and year first herein above mentioned.

(Name of the First Party)

(Amit Gupta)
Director
M/s Yashasvi Prakritik Farms
Private Limited

Witnesses:

1. _____

2. _____