

MEMORANDUM OF UNDERSTANDING (MOU)

This **MOU** is signed and executed on April 20, 2022 at Delhi,

BETWEEN:

The M/s National Federation of Farmers' Procurement, Processing and Retailing Cooperatives of India Ltd, (NACOF) has been established under the Multi-State Cooperative Societies Act 2002 and registered on 4th November 2009 by the Joint Secretary & Central Registrar, Cooperative Societies in the Ministry of Agriculture, Govt. of India at Registration No. MSCS/CR/320/2009., with their Project office at Room No. 102, Ambassador IHCL Hotel, Sujan Singh Park, Subramania Bharti Marg, New Delhi (here in after referred to as the "NACOF") Herein represents, which expression unless repugnant to the context herein includes its Successors and assigns of the **FIRST PART**.

AND

M/s Geon Engineers Pvt. Ltd. is a Pvt. Ltd. incorporated on 2nd August, 2005 with their Registered office at 11, GF, Kailash Hills, East of Kailash, New Delhi – 110065 and Corp office at C-147, Hosiery Complex, Phase-II, NOIDA, UP-201305. It is classified as Non-Govt. Company and is registered at Registrar of Companies, Delhi and Haryana. Its authorized share capital is Rs. 1,00,000 and its paid-up capital is Rs. 3,74,30,000. (Hereinafter referred as "GEPL") herein represents which expression unless repugnant to context herein includes its successors and assigns of the **SECOND PART**.

Hereinafter within this MOU the above party of the first part and second part collectively shall be referred to as "The Parties".

RECITALS

WHEREAS

NACOF and **GEPL** entered into this Memorandum of UNDERSTANDING regarding the Common area of interest specified in this MOU, that also included the future prospects

WHEREAS

The Implementation and execution of the work covered under the MOU shall be carried out on one or more locations in India subject to project wise agreement between both parties under MOU, in accordance with its business plan, and in accordance with all the pertinent laws of Country, rules and regulations involved in so doing;

WHEREAS

This MOU between the parties will also set basic frame work for the Project execution under the MOU;

For **NACOF**


Executive Director



NOW THOSE PRESENT WITNESS AND THE PARTIES HERETO, agree as following guidelines:

1.1 Definitions:

"Project" refers to, projects coming under agreed area covered under the MOU various project sites in India and abroad;

"Parties" Parties refers to both parties of MOU;

"Profit/Loss" refers to profit / Loss as per audited Balance Sheet and Profit & Loss as per the provisions of Companies Act;

1.2 **The Parties** agree that the recitals as set forth within this UNDERSTANDING are hereby made a part of this UNDERSTANDING.

Introduction of Parties

First Party: M/s National Federation of Farmers' Procurement, Processing and Retailing Cooperatives of India Ltd, (NACOF) has been established under the Multi-State Cooperative Societies Act 2002 and registered on 4th November 2009 by the Joint Secretary & Central Registrar, Cooperative Societies in the Ministry of Agriculture, Govt. of India at Registration No. MSCS/CR/320/2009. The membership of NACOF is 72 comprising of the State Level Federations, Distt Level Cooperative Societies and large size/primary level societies from 25 States and UTs' of India i.e. the States of Delhi, Uttar Pradesh, Madhya Pradesh, Bihar, Maharashtra, West Bengal, Chhattisgarh, Uttarakhand, Odisha, Rajasthan, Jharkhand, Himachal Pradesh, Andhra Pradesh, Gujarat, Karnataka, Kerala, Punjab, Arunachal Pradesh, Jammu & Kashmir, Assam, Manipur, Chandigarh, Tamil Nadu and Haryana.

Second Party: M/s Geon Engineers Pvt. Ltd. (GEPL) It is involved in complete Bio energy projects engineering and construction. Company has a Plant located in NOIDA with the capacity of building at least 100 projects per year from concept to commissioning, well equipped with latest equipment at its quality assurance division and strong research & development,

SCOPE OF THE MOU

1. The Parties agree to work towards setting up of production units for producing of following products

- Bio Gas
- Biomass Pellets
- Gasifier based power
- Biogas based power
- Biomass based power

2. The Parties also agree to start trading of all kind of **bio energy plants & machinery and commodities** formutual benefits including export / Import.

~~For NACOF~~

Executive Director



3. Second party agrees here to share the profit on project-to-project basis after mutual discussion among the parties, also the parties agree to help each other in documentation with govt. and Banks.
4. The First party agrees to provide documents to bid in Govt tenders as a consortium.
5. Second Party agrees for cobranding and sharing of office space with all amenities at it's own cost.
6. Any further development will be annexed with this MOU on case-to-case basis after mutual discussions.

MISCELLANEOUS

1. **The Parties** agree that this agreement may be terminated by either party in the event of failure of the other party to fulfill the terms and conditions of this MOU between the parties or inadequate progress of implementation without any obligations to either party, by giving three months' notice in writing. Further, during this period, this can be terminated by mutual consent of the Parties if it is jointly agreed that due to certain insurmountable reasons, it is not possible to proceed further.
2. **Further Assurances:** The Parties hereby covenant with one another that they will respectively sign, execute and do all such acts and things as may be necessary to give valid effect to the terms and conditions of this Agreement.
3. **Entire MOU:** The provisions herein constitute the entire MOU between The Parties and supersede all previous expectations, Agreements, communications, representations and Agreements whether verbal or written between the Parties with respect to the subject matter hereof.
4. **Severability:** If any provisions of this Agreement or any part of it is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be effected or impaired thereby.
5. **Mutual Intentions:** The Parties recognize and accept that it is impracticable to provide in this Agreement for every contingency that may arise in the course of the performance of the terms and conditions contained in this Agreement and accordingly they hereby declare it to be their mutual intention that in all cases each

For NACOF


Executive Director



shall use their best endeavors to ensure that this Agreement operates as between themselves fairly and equitably.

- 6. Counterpart:** This Agreement may be executed in two counterparts by the Parties, and each of which when so executed shall be deemed to be an original and both of them taken together shall constitute one and the same. This Agreement will come into force on the date the last of The Parties signs it.
- 7.** The duration of the MOU shall perpetuate for one **years**, from the date hereof, and/or extensions of this MOU mutually agreed to by **The Parties**.

For NACOF
NACOF

SURESH BABU

For GEPL

Mr. RAJU GUPTA

For GEON ENGINEERS PVT/LTD.

Director

1. Witness sign

Name and Address

SUNIL TYASI # 9214 ATS ONE HAMLET
SEC-104, NOIDA

2. Witness sign

Name and Address

Akhilesh Shukla. Add- A10, Sec 20, Noida U.P. 201301

Dated:

