Framing of the Booth Allotment Policy for Allotment of Vita Milk Booths by Distt. Cooperative Milk Unions as approved by BOD of HDDCF in its Meeting on 29.08.2018 at Hqrs. Panchkula.

1. Milk Unions will allot Milk Booths to applicant after screening their applications by a committee of the following:
   a. Chairman of the Milk Union
   b. Nominee of the Federation (Federation Nominee on the Board of Milk Union).
   c. CEO Milk Union
   d. Incharge (Mktg) Milk Union.

2. Booth will be allotted to the eligible candidate/applicant through interview system by the committee proposed in Point No. 1 as above.

3. Further provisions/ procedure for allotment are:-
   a. In case of booth sites allotted by any Govt./Semi-Govt. Agency in the name of a person or sites in RWAs i.e. Residents Welfare Associations/Group Housing Societies or applicant’s own site.
      i. If a person arranges a place for sale on his own in a commercially viable place, supplies may be given to such person through distributors on cash & carry basis.
      Clarification: The booth structure cost and other operational expenditure shall be borne by the allottee. The allottee shall be required to enter into an agreement with CEO of Milk Union concerned and shall deposit a security of Rs. 50,000/- with Milk Union. The allottee shall abide by all terms and conditions of booth allotment policy.
      ii. In such cases the responsibility of payment of rent, electricity & water bill etc. shall be that of the applicant and the Milk Union will not be responsible in any manner for the same.
b. In case of booth sites allotted to HDDCF by HUDA, Urban Local Bodies, Market Committees, Universities, Sugar Mills, Hospitals or any Other Govt. Agency. The booth will be allotted by inviting applications from the general public by publishing notice in newspapers.

i) Eligibility Conditions:
- Applicant should be a citizen of India and resident of the same district in which booth is located in the case of booths located in Haryana. In case of booths located in other States/UT, applicant should be a resident of Haryana or the State/UT where the booth is located.
- The applicant should have minimum qualification of matriculation
- The age of the applicant should be 18 years to 55 years on the last date for submission of applications.
- The applicant should have bank balance of at least Rs. 50,000 during any six months in the last two years.
- Existing allottee will not be eligible to apply.

ii) General conditions to apply.
- Processing fee of Rs. 500/- only will be deposited by the applicant along with the application which will be non-refundable.
- An amount of Rs. 50,000/- per booth (other than an RCC booth) will be deposited by the applicant along with the application form in the shape of Demand Draft, in favour of Milk Union concerned, which will be refunded without interest to the unsuccessful applicants, once the process of finalization of the allotment is completed. For an RCC booth the security will be Rs.100000/-.  
- An affidavit shall be given by the allottee that he will not sub-let, transfer, sell, sub-lease, mortgage or dispose of in any other manner, a part, or whole of the allotted milk booth to anyone else. In case it is found that booth has been sublet, sold, transferred, sublease, or mortgaged to any party by the allottee, the allotment will be cancelled immediately.
- The booth will have to be made functional by the allottee within a period of one month from the completion of structure and installation of electric meter; otherwise the site of booth will be cancelled and allotted to the next in waiting list.
4. Norms fixed in the interest of Vita business:

i) Targets for sale of milk and milk products for each milk booth shall be fixed by CEO of the Milk Union concerned.

ii) Security is fixed Rs. 50,000, which is non interest bearing, will be paid by the allottee as Milk Booth’s Security against rent of HUDA/ other institutions & other dues. If at any stage, he leaves/ vacates the Milk Booth without depositing timely rent of HUDA/ other institutions, it will be adjusted from his security amount.

iii) The booth will be constructed by the Milk Union to have better control over the booth and to avoid problems in vacation of booth in the future. The electricity connection & civil works etc. will be procured/done by the allottee and expenditure will be borne by him.

iv) Where construction of Milk Booth (RCC) is involved the same will be got constructed by concerned Milk Unions so that the allottee could not claim its ownership and it remains the property of Milk Union concerned. For such milk Booth the security to be deposited will be Rs. 100000/- (One lakh) which is non interest bearing.

v) In the case of death of booth allottee, the booth may be transferred to his/her nominee on submission of an application alongwith transfer fee of Rs. 2500/- and supportive documents. Otherwise, the booth shall be surrendered to the Milk Union concerned or the Milk Union will take over such booth.

vi) Temporary arrangement of running a booth vacated by an allottee may be made by the respective CEO as per situation/ requirement till the same is allotted to another person.
vii) Rs. 5000/- will be charged from an allottee for whom the installation has been done by the Milk Union. Rs. 2500/- on account of up-rooting will be charged from an allottee who surrenders the booth due to his/her inability to run the allotted booth.

viii) A penalty of Rs. 5,000/- and Rs. 10,000/- at First and Second instances respectively shall be imposed in case an allottee is found indulging in selling non-permissible item. On third occasion, the allotment of booth will be cancelled.

ix) The record of sale of Vita milk and milk products shall be kept by each allottee. The premises can be checked by a representative of Milk Union concerned for this purpose.

x) The CEO of Milk Union shall be required to enter into an agreement with the allottee of booth.

xi) Following items shall only be allowed to be sold from the booth in addition to the Vita milk and milk products:

   a) Bread
   b) Mineral Water
   c) Eggs
   d) Toffees/ Chocolates/ Branded Biscuits & readymade Patties.
   e) HAFED/NAFED products allowed as per agreement with HDDCF/Milk Unions.
   f) Any other items as per agreement with the agency allotting the land

xii) Other terms and conditions of Vita Milk booths to be incorporated in appointment letters by concerned Milk Unions as per location of booth and market trend on following lines with clarifications :-

1) M.S. structure to be provide by Milk Union free of cost with installation charges.

2) The electricity connection & civil works etc to be procured and expenditure to be born by the allottee.
3) The milk booth will have to be made functional within a period of one month after the completion of structure and installation of electric meter otherwise the site of booth will be allotted to the next in waiting list.

4) The sale of Vita milk and milk products at boths shall be reviewed in three months.

5) The allottee shall pay the rent as per the rate fixed by the owner of site and shall abide by their terms and conditions in addition.

6) The timings of opening and closing of booth shall be as fixed by the Milk Union.

7) The supply of milk/milk product shall be on cash & carry basis through distributors of Unions or as per direction by Milk Unions concerned and as per rate list of Milk Unions.

8) The allottee shall display the rate list of articles at booth alongwith the Telephone Nos. of concerned Milk Union officials, for lodging complaints/suggestions.

9) The allottee shall display Vita glow-sign board with Vita logo on booth as per design approved by the Federation/Milk Union.

10) A penalty of Rs. 5,000/- and Rs. 10,000/- at First and Second instances respectively shall be imposed in case an allottee is found indulging in selling non-permissible item. On third occasion, the allotment of booth will be cancelled.

11) The allottee of booth will have to execute an agreement on non judicial paper of Rs. 100/- as per specimen with concerned Milk Union. The security paid for the milk booth is non interest bearing.

12) No alteration or addition in booth structure shall be done by the allottee. No encroachment will be made by the allottee near booth’s entrance and at its sides.

13) An affidavit shall be given by the allottee that he will not sub-let, transfer, sell, sub-lease, mortgage or dispose of in any other manner, a part, or whole of the allotted milk booth to anyone else. In case it is found that booth has been sublet, sold, transferred, sublease, or mortgaged to any party by the allottee, the allotment will be cancelled immediately.
14) In the case of death of booth allottee, the booth may be transferred to his/her nominee on submission of an application alongwith transfer fee of Rs. 2500/- and supportive documents. Otherwise, the booth shall be surrendered to the Milk Union concerned or the Milk Union will take over such booth.

15) D-freezer and a visi-cooler will be installed by allottee for the preservation and maintenance of quality of Vita milk & milk products.

16) No visi-cooler/D-freezer of any other company or competitive brand shall be installed at Vita milk booth by allottee.

17) That the allottee shall keep the booth & surroundings in neat, clean and hygienic condition.

18) The allottee i.e. the operator of milk booth should wear clean and presentable dress.

19) The allottee shall maintain peaceful atmosphere at the booth and will be courteous with the customers.

20) The booth allottee will not sell any dairy product other than Vita milk and milk products & other products which are not permitted by Vita federation/Union.

21) Targets for sale of milk and milk products for each milk booth shall be fixed by CEO of the Milk Union concerned. In case the allottee fails to achieve the targets consistently, the allotment of the booth shall be cancelled by the CEO, after giving the allottee a notice and personal hearing.

22) The record of sale volume of Vita milk and milk products to be kept and maintained by booth allottee which is mandatory and could be checked by official representative any time.

23) No replacement of leakage will be allowed. However the replacement for actual balance quantity can be given if the quality complaint is substantiated.
24) The allottee shall not display any private advertisement in or on the allotted milk booth. He shall not use this booth for the private purposes.

25) If at any stage, the allottee leaves/vacates the booth without depositing the rent of HUDA, Urban Local Bodies, Market Committees, Universities, Sugar Mills, Hospitals or any Other Govt. Agency, the pending rent will be recovered from his security amount.

26) The CEOs of Milk Union has right to amend or cancel without any notice the contract/allotment or impose penalty, if allottee is found violating the terms and condition or instructions issued to allottee from time to time.

27) If complaints are received with regard to lack of proper service or adulteration or malpractices, charging higher rate, then the CEO of Milk Union concerned reserves the right to take appropriate action including cancellation of the booth and cancellation of his relationship, without assigning any reason.

28) The allottee of milk booth shall vacate the booth immediately if so instructed by CEO of Milk Union concerned. In the event of non compliance of such instructions officer incharge of Milk Union will take over such booths. In the event of failure of the booth allottee to give peaceful possession of booth on the expiry of the date of agreement or contract or termination of contract or agreement, he shall be liable to pay Rs. 200/- per day as liquidated charges for wrongful continuance.

29) The dispute, if any, shall be referred to by either party to the Chief Administrative Officer of the Federation as Sole Arbitrator and the decision of Arbitrator shall be final & binding on both parties.

30) “The allottee shall be responsible for maintenance of the booth in proper condition. It shall be his responsibility to carry out the required repairs and repaint the booth at suitable intervals”.

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