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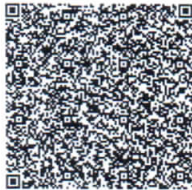
INDIA NON JUDICIAL

Government of Uttarakhand

₹100

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Certificate No. : IN-UK4030577141115W
Certificate Issued Date : 24-Aug-2024 10:29 AM
Account Reference : NONACC (SV)/ uk1344604/ DEHRADUN/ UK-DH
Unique Doc. Reference : SUBIN-UKUK134460487559898379301W
Purchased by : SK ENTERPRISES
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : NA
Consideration Price (Rs.) : 0
 (Zero)
First Party : SRHU
Second Party : SK ENTERPRISES
Stamp Duty Paid By : SK ENTERPRISES
Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



SINDHU GUPTA
 Stamp Vendor
 License No. 320
 Dehradun

Please write or type below this line

LICENSE DEED

THIS LICENSE DEED IS MADE ON THIS 28th DAY OF AUGUST, 2024

BETWEEN

SWAMI RAMA HIMALAYAN UNIVERSITY (SRHU), a University established under Section 2(f) of UGC Act and enacted vide Uttarakhand State Act, having its registered office at Swami Ram Nagar, Jolly Grant, District Dehradun, Uttarakhand- 248016 through its Registrar, Dr. Mukesh Bijalwan, hereinafter called 'First Party'

AND

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.cholestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

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M/s “So Comida” A Fun Food Corner (A unit of S. K. Enterprises) having its registered office at **11, Bhagirathi Puram, Engineers Enclave, Dehradun** through its proprietor Sh. Suminder Singh (hereinafter called the "Licensee/Second Party") is being entered for setting-up and running Fun Food Corner with the name “So Comida – A Fun Food Corner” by the Second Party in a licensed premises at SRHU campus (hereinafter referred as “premises”), for the convenience of employee’s, Residents and students of SRHU, on the terms and conditions contained hereunder.

(The term and expression “Licensor/First Party” and “Licensee/Second Party” wherever used or occurring in the deed of agreement shall always, unless or by necessary implication and /or being contrary to the subject and context mean and include heirs, successors. Administrators, assignee etc. in their respective offices)

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. That this license deed shall come into effect on date **01st August, 2024**.
2. That this license deed will remain valid for a period of **One Year** i.e. w.e.f. **01st August, 2024** till **31st July, 2025** which can be renewed for further period on mutually agreed terms and conditions between both parties. If the deed is not renewed by the First Party due to any reason before its due date of expiry but services are availed by First Party, the license will be deemed to have been renewed on same terms and conditions. This condition will, however, not be applicable in case when the First Party has not renewed the deed but has extended the same, in writing, for any specific period.
3. That the Second Party shall provide a sum of **Rs. 50,000/- (Rupees Fifty Thousand only)** to the First Party as security for due fulfillment of this deed. The security amount will be refundable on completion or subsequent to the termination of the deed, after deductions, if any. The Second Party shall not be entitled for any interest on the deposited security money or any other amount deposited with the First Party.
4. The Second Party shall deposit with the First Party by fifth of every month a sum of **Rs. 22,000/- (Rupees Twenty Two Thousand Only)** per month as License Fee for the said premises. In addition, GST and other statutory taxes already applicable and additional if applicable at a future date shall be paid by the Second Party. In event of any default on the part of the party of the second Part in discharge of their obligation to make the payments of the Statutory Taxes, and the same are required to be paid by the Party of the First Part, the Party of the First Part shall be entitled to recover the same from the party of the Second Part either from the amount of the security deposited with it or by right to recovery from the court of Law. The Party of the First part shall also be entitled to detain/Retain any article/movable property of the party of the Second Part as security till the discharge of the dues by the Party of the Second Part and in event of default in payment even after Notice, the said dues may be recovered by sale/auction of such detained assets by the party of the First Part. In case the Second Party doesn’t deposit monthly License fee on or before the fixed date, the second party shall pay a penalty of Rs. 1000/- (Rupees One Thousand Only) per day to the First Party, till the day of actual payment of license fee.
5. That the deed can be terminated by either party by giving one month notice. However, in case of gross violation by the “Second Party” of any of the terms and conditions contained in this deed, or even otherwise, the “First Party” reserves the right to terminate the deed forthwith without assigning any reason thereof.
6. That the Second Party shall abide by rules, terms and conditions laid down herein and such other rules and regulations as may be framed by the First Party from time to time on need base during the tenure of deed.

7. That the First Party shall be entitled and free to impose penalties on the Second Party as decided by the First Party for non-compliance of any of the terms and conditions of this deed as mentioned in **clause 39** of this deed.
8. That the First Party shall provide to the Second Party only space with electricity connection, for setting-up the Fun food corner. The details of the area of the space provided to the party of the second part for the purpose of this License Deed is provided as highlighted area of **(Annexure-I)** of this deed.
9. Maintenance of the Fun food corner will be the responsibility of the Second Party. The Second Party shall hand-over the above defined site to the First Party at the time of termination of the deed. Fixtures, fitting, machines, equipment's etc. installed by the Second Party at the above defined sites shall be allowed by the First Party to be taken-away by the Second Party after clearance of all dues of the licenser.
10. That the Second Party shall be allowed for display and sale of beverages and other snacks/eatable items through their Fun food corner at the rates mutually agreed upon. **(Annexure II)**.
11. That the Second Party shall be responsible for providing services seven days in a week at mutually agreed timings.
12. That the second Party shall provide quality and adequate quantity of beverages/snacks to those availing of Fun & Food Corner services. The Second Party shall ensure using of branded items and that only fresh snacks are provided everyday.
13. That the First Party will under no circumstances compromise on the quality of material to be displayed and sold through the Fun & Food Corner.
14. That the Menu and rates shall be approved by the Committee Members representing the First Party. The Second Party shall ensure displaying prominently the Menu including rates at Fun & Food Corner and shall not make any amendment without written permission of the First Party.
15. That the Second Party shall employ sufficient number of work force for running the Fun & Food Corner efficiently to the satisfaction of First Party.
16. That the employees of the Second Party shall not be deemed to be the employees of the First Party for any purpose, hence shall not be entitled to claim any salary, compensation or damages or anything whatsoever from the First Party.
17. That the Second Party will ensure that none of the staff member hired by them will contact any of the authorities of First Party in any matter including the matter relating to payment of the wages, statutory dues etc as it will be the sole responsibility of the Second Party.
18. That the Second Party shall be solely responsible for payment of all statutory dues & liabilities like PF, ESI etc. to its employee as applicable by law and submit the documentary evidence for depositing of all these statutory dues to the First Party.
19. That the Second Party shall submit to the Accounts Department of First Party every month copy of PF Challan with details of employee, as applicable.
20. That the First Party shall be entitled to recover all/any demands/penalties from the Second Party issued/raised by any government department due to any default on the part of the Second Party.

21. That the Second Party shall ensure that the staff employed by them are properly vaccinated and that they are medically fit to work in the Fun & Food Corner for which Medical Fitness Certificate from the Medical Board of the First Party shall be required to be obtained by the Second Party at their own cost.
22. That the Second Party shall get its work-force medically examined after a period of six months at their own cost. This will be in addition to the medical examination carried out at the time of implementation and commencement of this deed.
23. That Second Party shall ensure that the staff members hired for running the Fun & Food Corner should follow a dress code and that Second Party shall be solely responsible for personal hygiene, discipline and conduct of their staff members.
24. That the Second Party will get the antecedents of the persons to be employed by them and submit a report to First Party before their deployment.
25. That the Second Party will submit complete details of their work force containing the name, address, photograph and a proof of verification of their antecedents. The changes in the manpower deployed, if at any stage, will not be allowed until prior approval/permission of the authorized authority of First Party is obtained. The First Party may require the Second Party to dismiss or remove from the Fun & Food Corner any person or persons engaged by the Second Party upon the work who may be incompetent or misconducts himself and the Second Party shall forthwith comply with such requirements.
26. That the Second Party will be responsible and shall ensure for the maintenance, hygiene and upkeep of the Fun & Food Corner along with adjacent space.
27. That the Second Party shall not make any alterations and/or carry out civil work at the site without written permission of the First Party.
28. That the Second Party will be responsible for payment of electricity charges as per prevailing rates for the units consumed by them in actual and as reflected in the energy meters. The meters shall be provided by the First Party. Furthermore, the Second Party shall make a payment of water bill to the First Party on the basis of actual consumption.
29. That the Second Party shall be responsible for displaying at a prominent place at the Fun & Food Corner important telephone numbers like Police Control Room, Fire Control and other important phone numbers to meet any eventuality. The Second Party shall make adequate arrangements for fire extinguishing and maintain proper liaison with the Fire Fighting Department.
30. That the Second Party shall be responsible for the maintenance and safety of moveable and immoveable property of the First Party. During the term of the license deed, the Second Party will, at his own expense, ensure that it maintain adequate insurance in respect of its potential liability for loss or damage arising under or in connection with this license deed.
31. That the Second Party shall ensure prevention of unauthorized entry of undesirable persons at the Fun & Food Corner.
32. That the First Party or their representative(s) shall have exclusive rights to inspect, at any time, without prior information Fun & Food Corner, material, food, maintenance and/or any other area/material as deemed fit by the First Party.



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33. That the Second Party shall not sublet, assign or part with the services of the Fun & Food Corner to any other agency and shall ensure that no other activity is carried out from the Fun & Food Corner.
34. That the Second Party will ensure strict prohibition of any alcoholic/intoxicated/tobacco items at and/or in the campus.
35. That the Second Party shall ensure that none of the staff member is found staying within the Fun & Food Corner after the working hours.
36. That the Second Party shall work as an independent entity and shall not use the name of the First Party in any of their letter-head/cash memo and other stationary items.
37. That the Second Party shall be solely responsible to ensure compliance of statutory requirements of usage of equipment's, machines and commercial LPG at the Fun & Food Corner.
38. That the Second Party shall maintain a Complaint and Suggestion Book wherein the visitors using the services shall have the right to lodge their complaints/ suggestions regarding services. These complaints/suggestions shall be required to be submitted before the First Party by the Second Party for taking corrective/remedial measures.
39. Penalty Clause for the Second Party
- A. Rs. 5000/- (Rupees Five Thousand only) if low quality raw material found in the store or used.
- B. Rs. 5000/- (Rupees Five Thousand only) if unauthorized items are added in the list without prior approval.
- C. Rs. 5,000/- (Rupees Five Thousand only) if hygienic conditions not maintained.
- D. Rs. 5,000/- (Rupees Five Thousand only) if cleaning staff is not available.
- E. Rs. 10,000/- (Rupees Ten Thousand only) if insect/ foreign bodies found in the food.
- F. Rs. 500/- (Rupees Five Hundred only) for not following the Uniform Code of dressing.
- G. Rs. 20,000/- (Rupees Twenty Thousand only) if any staff member is found intoxicated or using/consuming alcoholic drinks, drugs, tobacco in any form.
- H. For any other defaults not covered here, a suitable penalty will be charged as per the discretion of SRHU management.

In case of a repetition, the penalty amount shall be doubled each time and the First Party shall reserve the right to impose further strict penalty beyond the Second time depending upon the gravity of the act or omission or any lapse by the Second Party and may go up to the extent of immediate termination of this license deed without providing any notice period or opportunity to the "Second Party".

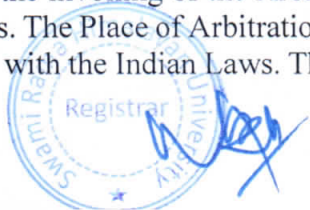
The First Party reserves the right to modify, amend, alter, lessen or cancel any or all penal amounts of the penalties described in clause 38 of this license deed.



40. That if any provision of this Deed is held to be invalid or unenforceable to any extent, the remainder of this Deed shall not be affected and each provision of this Deed shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Deed shall be replaced with a provision which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.
41. That this License Deed represents the entire License Deed between the parties and supersedes all previous or other writing and understandings and further any modifications to this License Deed, if required, shall only be made in writing between the parties.
42. That the Second Party shall indemnify and keep indemnified the First Party against any claim on account of disability/death/injury/damages/loss to any personnel caused while running the said Fun & Food Corner within the premises of the First Party. The Second Party shall indemnifies the First Party against all loss, damages, legal proceedings, claims, liabilities, expenses, payments or outgoings incurred by First Party arising directly or indirectly from :
- a) Any breach of this License Deed by Second Party; &
 - b) Any act or omission of Second Party and its staff (including any negligence, unlawful conduct or willful conduct) pursuant to the obligations under this License Deed or arising as a consequence of the performance or non - performance of License Deed.

Moreover, the Second Party shall indemnify the First Party for all loss/damage caused to the First Party on account of non-compliance of the statutory requirements by the Second Party and further the First Party shall be entitled to recover from the Second Party all/any demands/penalties raised by the Government Department/Authority because of any default on the part of the second party.

43. Anti-Bribery & Anti-Corruption: Second Party agrees that it will not provide any monetary benefit, gifts or any kind of personal favour to First Party's employees/ officers or to any Third Party for getting the business from SRHU. Second Party further agrees that it will not perform any act of bribery or corruption while dealing with the First Party or any of its Employees. Further, the Second Party and its staff shall not involve in bribery or any corruption while performing their duties under this License Deed. Any breach of this clause could result in termination of License Deed.
44. In no event shall SRHU be liable with respect to the infrastructural, promotional and marketing investment made towards the setting up of Fun & Food Corner & also for any business expenses, loss of profit or incidental indirect or consequential damages on account of running Fun & Food Corner, for any cause.
45. That the SECOND PARTY shall be free to approach the authorities of SRHU in case of any grievance or dispute. SECOND PARTY shall under no circumstances have the right to proceed through any legal proceeding of any kind on behalf of FIRST PARTY or against the FIRST PARTY.
46. That in case of any dispute and/or difference arising out of or relating to this deed including interpretation of its terms shall be resolved through joint discussion by the authorized representatives of both the parties. However, if the disputes are not resolved then the same shall be resolved through arbitration of the Arbitrator which shall be appointed by the Party of the First Part on the invoking of the Arbitration by either party and with Notice in writing in advance of 7 days. The Place of Arbitration shall be at Dehradun. Arbitration proceedings shall be in accordance with the Indian Laws. The decision of the Arbitrator shall be binding on both the parties.



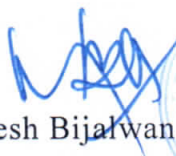
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47. All disputes shall fall within the jurisdiction of Dehradun Court.

IN WITNESS WHEREOF the parties hereto have executed.

FOR & ON BEHALF OF

FIRST PARTY


Dr. Mukesh Bijalwan,
Registrar
Swami Rama Himalayan University,
Swami Ram Nagar, Jollygrant
Dehradun, Uttarakhand

FOR & ON BEHALF OF

SECOND PARTY


Sh. Suminder Singh,
Proprietor
M/s So Comida, A Fun Food Corner (A
Unit of M/s S.K Enterprises)
11, Bhagirathi Puram, Engineers Enclave,
GMS Road, Dehradun, Uttarakhand

Witness:.....

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Witness:.....

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Date: 28.08.2024

Place: Dehradun