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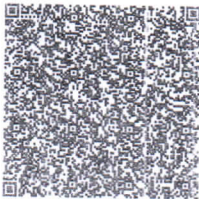
INDIA NON JUDICIAL

Government of Uttarakhand

e-Stamp



Certificate No. : IN-UK73768746355123V
Certificate Issued Date : 04-Sep-2023 02:52 PM
Account Reference : NONACC (SV)/ uk1273104/ DEHRADUN/ UK-D
Unique Doc. Reference : SUBIN-UKUK127310453994004782823V
Purchased by : CAFE FRISCO
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : NA
Consideration Price (Rs.) : 0
 (Zero)
First Party : SWAMI RAMA HIMALAYAN UNIVERSITY
Second Party : CAFE FRISCO
Stamp Duty Paid By : CAFE FRISCO
Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



Smt. YACHNA SHARMA
 STAMP VENDOR
 Court Compound, Dehradun.

Please write or type below this line

LICENSE DEED

THIS LICENCE DEED MADE ON THIS 14TH DAY OF SEPTEMBER, 2023

BETWEEN

SWAMI RAMA HIMALAYAN UNIVERSITY, having its registered office at Swami Rama Nagar, Doiwala, Dehradun, through its **Registrar, Dr. Susheela Sharma**, hereinafter called '**Licensor/First Party**' and **M/s CAFÉ FRISCO** having its registered office at 347, Onkar Road, Dehradun through its Proprietor **Mrs. Som Shree Jain** hereinafter called the '**Licensee/Second Party**' is being entered for setting-up and running of Nescafe Refreshment Outlet/Tuck Shop by the Second Party on the terms & conditions contained hereunder.

Statutory Alert

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

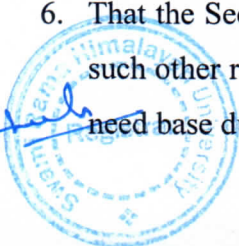
For CAFE FRISCO

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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 their heirs, successors, Administrators, assignee etc in their respective offices.

(TERMS AND CONDITIONS)

1. That this license deed shall remain valid for a period of **One Year** and shall be deemed to have taken effect from **1st September, 2023** to **31st August, 2024** and can be renewed for a further period on mutually agreed terms & conditions between both parties.
2. That where the deed is not renewed by the First Party due to any reason before its due date of expiry but the services are continued to be availed by the First Party, the license will be deemed to have been renewed on the same terms & 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 a specific period.
3. That the deed may be terminated by either party by giving a **three months** advance notice. However, in case of gross violation by the 'Second Party' of any of the terms & conditions contained in this deed, or even otherwise, the 'First Party' reserves the right to terminate the deed forthwith without assigning any reason thereof.
4. That the Second Party shall provide a Security Deposit of **Rs. 1,92,390/- (Rupees One Lac Ninety Two Thousand Three Hundred Ninety Only)** towards security for due fulfillment of this deed to the First Party. Such deposit shall be refundable to the Second Party after deductions, if any, on completion or subsequent to the termination of this deed. The Second Party shall not be entitled for any interest on the deposited security money or any other amount deposited with the First Party.
5. That the Second party shall deposit in advance a monthly license fee of **Rs. 66,000/- (Rupees Sixty Six Thousand Only)** for all outlets, per month to the First Party by the seventh of every month. Besides the above, GST and other statutory taxes, as applicable from time to time, shall be payable by the Second Party.
6. That the Second Party shall abide by the rules, terms & conditions laid down herein and such other rules & regulations as may be framed by the First Party, from time to time, on need base during the tenure of the deed.



For CAFE FRISCO
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7. That the First Party shall be entitled to and free to impose penalty on the Second Party as decided by the First Party for non compliance of any of the term & condition of this deed.
8. That the First Party shall provide space with electricity connection, for setting-up (erection/commissioning) and running of Tuck Shop/ Nescafe Outlet to the Second Party each at the following sites, the possession of which has already been taken by the Second Party.
- (i) Hospital Ground Floor
 - (ii) Hospital-First Floor
 - (iii) Boys Hostel
 - (iv) Medical College
9. That the details of the area of the space consisting of Tuck Shop/Nescafe outlet area 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.
10. That the Maintenance of the Tuck Shop/Nescafe Outlets shall be the responsibility of the Second Party. The Second Party shall hand-over the above defined sites to the First Party at the time of termination of the deed. Fixtures, fitting, machines, equipments 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 licensor.
11. That the Second Party shall be allowed for display and sale of beverages and other snacks/eatable items through their Outlets at the rates mutually agreed upon annexed here as **Annexure II** of this agreement.
12. That the Second Party shall be responsible for providing services seven days in a week at mutually agreed timings.
13. That the second Party shall provide quality and adequate quantity of beverages/snacks to those availing of outlet services. The Second Party shall ensure using of branded items and that only fresh snacks are provided everyday.



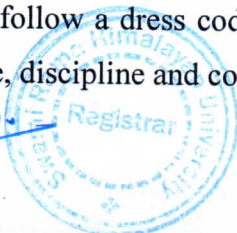
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14. That the Second Party shall provide free of cost two Nescafe Vending Machines in O.T. area of the hospital. Nescafe and Nestea along with 75 nos. of disposable cups at each machine shall be provided in O.T. area free of cost for O.T team of the First Party. In addition, Second Party shall provide Nescafe and Nestea to the office of Medical Superintendent, office of the Nursing Superintendent, Material Management Department and Emergency at concessional rates on each cup and on credit basis for a month. The Second Party shall serve their bill on the first of every month to the office of Medical Superintendent for tea/coffee consumed.
15. That the First Party will under no circumstances compromise on the quality of material to be displayed and sold through the Outlets.
16. That the Second Party shall employ sufficient number of work force for smooth running the Outlets efficiently to the satisfaction of First Party.
17. 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, damages or anything whatsoever from the First Party.
18. That the Second Party shall ensure that none of the staff member hired by them will contact any of the authorities of First Party in the matter relating to payment of the wages, statutory dues etc as it will be the sole responsibility of the Second Party.
19. They shall be required to submit to Accounts Department every month copy of P.F. challan along with details of their employees.
20. That the Second Party shall ensure that the staff employed by them is properly vaccinated and that they are medically fit to work in the Outlets 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.
21. That the Second Party shall get its work-force medically examined after a period of six months at its own cost. This will be in addition to the medical examination carried out at the time of implementation and commencement of this deed.
22. That Second Party shall ensure that the staff members hired for running the outlets should follow a dress code and that Second Party will be responsible for their personal hygiene, discipline and conduct of their staff members.

For CAFE FRISCO

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Page 4

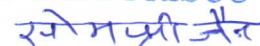
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23. That the Second Party shall submit complete details of their work force containing the name, address, photograph and a proof of police verification of their antecedents with a list of all its staff to be annexed as **Annexure - III**. The changes in the manpower deployed, if at any stage, shall 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 mess any person or persons engaged by the Second Party upon the work who may be incompetent or misconducts himself and the Second Party shall comply with such requirements forthwith.
24. That the Second Party will be responsible and shall ensure for the maintenance, hygiene and upkeep of the Outlets along with adjacent space.
25. The second party shall ensure that their employees strictly follow the guidelines of Government/University for COVID-19, which includes sanitization of Hospital Departments, wearing mask, maintaining of social distancing etc.
26. 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.
27. That the Second Party will be responsible for payment of electricity charges for the units consumed by them in actual and as reflected in the energy meters. The meters shall be provided by the First Party.
28. That the Second Party shall be responsible for displaying at a prominent place at the Outlet important telephone numbers like Police Control Room, Fire Control and other important phone numbers to meet any eventuality. The First Party shall maintain proper liaison with the Fire Fighting Department.
29. That the Second Party shall be responsible for the maintenance and safety of moveable and immovable property of the First Party.
30. That the Second Party shall ensure prevention of unauthorized entry of undesirable persons at the Outlets.
31. That the First Party or their representative(s) shall have exclusive rights to inspect, at any time, without prior information Outlets, material, food, maintenance and/or any other area/material, as deemed fit, by the First Party.
32. That the Second Party shall not sublet, assign or part with the services of any of the Outlet to any other agency and shall ensure that no other activity is carried out from any of the Outlets.




For CAFE FRISCO



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33. That the Second Party will ensure strict prohibition of any alcoholic/intoxicated/tobacco items at and/or in the campus.
34. That the Second Party shall ensure that none of the staff member is found staying within the Outlet after the working hours.
35. That the Second Party shall not use the name of the First Party in any of their letter-head/cash memo and other stationary items.
36. 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 by the Second Party before the First Party for taking corrective/remedial measures.

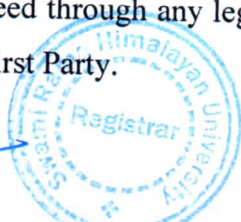
37. Penalty Clause for the Second Party

- a. Rs. 5000/- if low quality raw material found in the store or used
- b. Rs. 5000/- if authorized menu not followed
- c. Rs. 5000/- if hygienic conditions not maintained
- d. Rs. 5000/- if cleaning staffs not available
- e. Rs. 10,000/- if insect/ foreign bodies found in the food.
- f. Rs. 500/- for not following the Uniform Code of dressing.
- g. Rs. 20,000/- if any staff member is found using/consumption of 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 depending upon the gravity of the act or omission or any lapse by the Second Party beyond the third time the First Party shall reserve the right to impose further strict penalty 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 37** of this license deed.

38. That the Second Party shall be free to approach the authorities of SRHU in case of any grievance or dispute. The 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.

For CAFE FRISCO

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39. That if any provision of this Agreement is held to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Any invalid or unenforceable provision of this Agreement shall be replaced with a provision which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

40. Any dispute and or difference arising out of or relating to this deed including interpretation of its terms will be resolved through joint discussion by the authorized representatives of both the parties. However, if the disputes are not resolved then the same will be resolved through arbitration or a person appointed by the parties in Dehradun in accordance with the Indian Laws. The decision of the Arbitrator shall be binding on both the parties.

41. All disputes are subject to the jurisdiction of Dehradun Court.

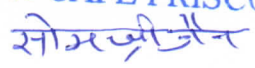
IN WITNESS WHEREOF the parties hereto have executed.

FOR & ON BEHALF OF FIRST PARTY

FOR & ON BEHALF OF SECOND PARTY


Dr. Susheela Sharma
Registrar
Swami Rama Himalayan University
Swami Ram Nagar,
Dehradun



For CAFE FRISCO

Mrs. Som Shree Jain Auth. Sign/Prop.
M/s CAFÉ FRISCO
347, Onkar Road,
Dehradun

Date: 14th September, 2023

Place: Dehradun