



सत्यमेव जयते



IN-UK87955164943626V

## INDIA NON JUDICIAL

### Government of Uttarakhand

#### e-Stamp

|                           |                                          |
|---------------------------|------------------------------------------|
| Certificate No.           | : IN-UK87955164943626V                   |
| Certificate Issued Date   | : 17-Nov-2023 06:08 PM                   |
| Account Reference         | : NONACC (SV)/ uk1320204/ DOIWALA/ UK-DH |
| Unique Doc. Reference     | : SUBIN-UKUK132020482486100102550V       |
| Purchased by              | : SUMINDER SINGH                         |
| Description of Document   | : Article Miscellaneous                  |
| Property Description      | : NA                                     |
| Consideration Price (Rs.) | : 0<br>(Zero)                            |
| First Party               | : SRHU JOLLY GRANT                       |
| Second Party              | : SUMINDER SINGH                         |
| Stamp Duty Paid By        | : SUMINDER SINGH                         |
| Stamp Duty Amount(Rs.)    | : 100<br>(One Hundred only)              |



सन्त  
सरिता शर्मा  
स्वामि विवेता  
डोईवाला, देहरादून

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#### LICENSE DEED

**THIS LICENSE DEED IS MADE ON THIS 18<sup>TH</sup> DAY OF NOVEMBER, 2023**

**BETWEEN**

**SWAMI RAMA HIMALAYAN UNIVERSITY (SRHU)**, a University established under Section 2(f) of UGC Act and enacted vide Uttarakhand Act No. 12 of 2013, having its registered office at Swami Ram Nagar, Jolly Grant, P.O. Doiwala, District Dehradun through its Registrar, Dr. Susheela Sharma (hereinafter called 'Licensor/First Party')

Statutory Alert:

1. The authenticity of this stamp certificate should be verified at 'www.shclstamp.com' or using e-Stamp Mobile App of Stock Holding Corporation of India Limited. Any discrepancy in the details on this Certificate renders it invalid.
2. The onus of checking the authenticity is on the person of the certificate.
3. In case of any discrepancy, please inform the Competent Authority.

**AND**

**M/s KAFE KOFFEE MEALS (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 of cafe by the Second Party 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.

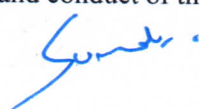
1. That this license deed will remain valid for a period of **One Year** i.e. w.e.f. **1<sup>st</sup> October, 2023 to 30<sup>th</sup> September 2024** which can be renewed for further period on mutually agreed terms and conditions between both parties. If the deed is not renewed by the First Party due 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.
2. That the Second Party shall provide a sum of **Rs. 50,000/- (Rupees Fifty thousand only)** as security for due fulfillment of this deed to the First Party. 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.
3. The Second Party shall deposit with the First Party by fifth of every month a sum of **Rs. 26,000/- (Rupees Twenty Six Thousand Only)** per month. 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.
4. 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.
5. 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.
6. 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 38** of this deed.
7. That the First Party shall provide to the Second Party only space with electricity connection, for setting-up the cafe. 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 (**Annexure-I**) of this deed.

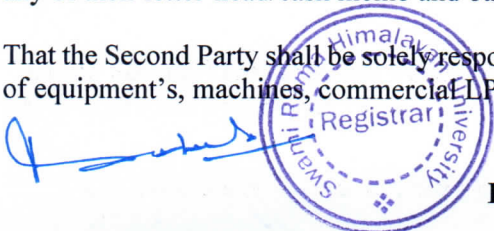



8. Maintenance of the cafe will be the responsibility of the Second Party. The Second Party shall hand-over the above defined site to the First Party at the time of termination of the deed. Fixtures, fitting, machines, equipment's etc. installed by the Second Party at the above defined sites shall be allowed by the First Party to be taken-away by the Second Party after clearance of all dues of the licenser.
9. That the Second Party shall be allowed for display and sale of beverages and other snacks/eatable items through their cafe at the rates mutually agreed upon. **(Annexure II).**
10. That the Second Party shall be responsible for providing services seven days in a week at mutually agreed timings.
11. That the second Party shall provide quality and adequate quantity of beverages/snacks to those availing of cafe services. The Second Party shall ensure using of branded items and that only fresh snacks are provided everyday.
12. That the First Party will under no circumstances compromise on the quality of material to be displayed and sold through the cafe.
13. 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 cafe and shall not make any amendment without written permission of the First Party.
14. That the Second Party shall employ sufficient number of work force for running the cafe efficiently to the satisfaction of First Party.
15. 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.
16. 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 matters relating to payment of the wages, statutory dues etc as it will be the sole responsibility of the Second Party.
17. 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.
18. That the Second Party shall submit to the Accounts Department of the First Party every month copy of PF Challan with details of employee, as applicable.
19. 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.
20. That the Second Party shall ensure that all the staff employed by them are properly vaccinated and that they are medically fit to work in the cafe 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 their 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 Cafe should follow a dress code and that Second Party will be responsible for their personal hygiene, discipline and conduct of their staff members.

23. 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.
24. 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 cafe 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.
25. That the Second Party will be responsible and shall ensure for the maintenance, hygiene and upkeep of the Cafe along with adjacent space.
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. Furthermore, the Second Party shall make a payment of water bill to the First Party on the basis of actual consumption.
28. That the Second Party shall be responsible for displaying at a prominent place at the cafe 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 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 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.
30. That the Second Party shall ensure prevention of unauthorized entry of undesirable persons at the Cafe.
31. That the First Party or their representative(s) shall have exclusive rights to inspect, at any time, without prior information cafe, 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 cafe to any other agency and shall ensure that no other activity is carried out from any of the Cafe.
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 cafe after the working hours.
35. 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.
36. That the Second Party shall be solely responsible to ensure compliance of statutory requirements of usage of equipment's, machines, commercial LPG etc. at the licensed premises.



A handwritten signature in blue ink.

37. 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.

38. Penalty Clause for the Second Party

- A. Rs. 5000/- (Rupees Five Thousand) if low quality raw material found in the store or used.
- B. Rs. 5000/- (Rupees Five Thousand) if unauthorized items are added in the menu without prior approval.
- C. Rs. 5000/- (Rupees Five Thousand) if hygienic conditions not maintained.
- D. Rs. 5000/- (Rupees Five Thousand) if cleaning staff is not available.
- E. Rs. 10,000/- (Rupees Ten Thousand) if insect/ foreign bodies found in the food.
- F. Rs. 500/- (Rupees Five Hundred) for not following the Uniform Code of dressing.
- G. Rs. 20,000/- (Rupees Twenty Thousand) 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 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.

39. 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.
40. 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.
41. 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 Kafe Koffee Meals 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.



42. 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.
43. In no event shall SRHU be liable with respect to the infrastructural, promotional and marketing investment made towards the setting up of Kafe Koffee Meals & also for any business expenses, loss of profit or incidental indirect or consequential damages on account of running Kafe Koffee Meals, for any cause.
44. 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.
45. 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 either at Dehradun or at the office of such arbitrator. Arbitration proceedings shall be in accordance with the Indian Laws and the Law of Arbitration as may be applicable for the time being. The decision of the Arbitrator shall be binding on both the parties.
46. 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. Susheela Sharma, Registrar**  
Swami Rama Himalayan University,  
Swami Ram Nagar, Jollygrant  
Dehradun, Uttarakhand



Witness:.....

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FOR & ON BEHALF OF SECOND PARTY

  
**Sh. Suminder Singh, Proprietor,**  
M/s Kafe Koffee Meals  
11, Bhagirathi Puram, Engineers Enclave,  
GMS Road, Dehradun, Uttarakhand

Witness:.....

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Date: 18.11.2023

Place: Dehradun

## Annexure- II

| S.No | Name               | Present Rates (In Rs.) | New Rate (In Rs.) |
|------|--------------------|------------------------|-------------------|
| 1.   | Samosa             | 12                     | 15                |
| 2.   | Bread Pakoda       | 12                     | 15                |
| 3.   | Bread Rolls        | 12                     | 15                |
| 4.   | Coffee             | 12                     | 15                |
| 5.   | Dip Tea            | 12                     | 15                |
| 6.   | Lemon Tea          | 12                     | 15                |
| 7.   | Veg Patties        | 12                     | 20                |
| 8.   | Butter Toast       | 15                     | 20                |
| 9.   | Elachi Tea         | 10                     | 12                |
| 10.  | Mini Meals         | 35                     | 40                |
| 11.  | Paneer Patties     | 25                     | 30                |
| 12.  | Veg Sandwich       | 35                     | 40                |
| 13.  | Macroni            | 35                     | 40                |
| 14.  | Veg Grill Sandwich | 45                     | 50                |

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