



AMITY UNIVERSITY
— R A J A S T H A N —

Affordable Food Options for all campuses

Link of the Website

<https://www.amity.edu/jaipur/other-facilities>

Contracts and other details is as on the next page -

4.1.3 Availability of General Campus Facilities

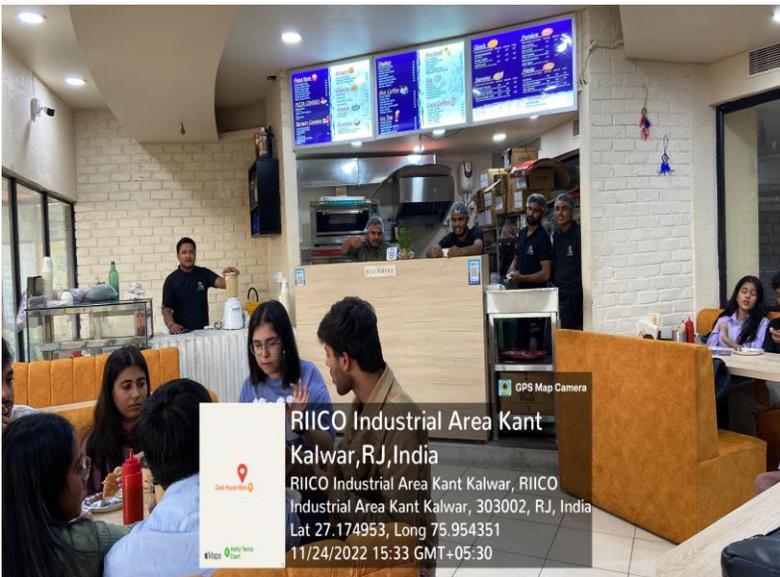


FUEL ZAP:

- Fast food joint

SANKALP RESTAURANT:

- Sankalp is a south Indian food chain. A restaurant of Sankalp is available at SRC building ground floor.



MR. BEENS PIZZA:

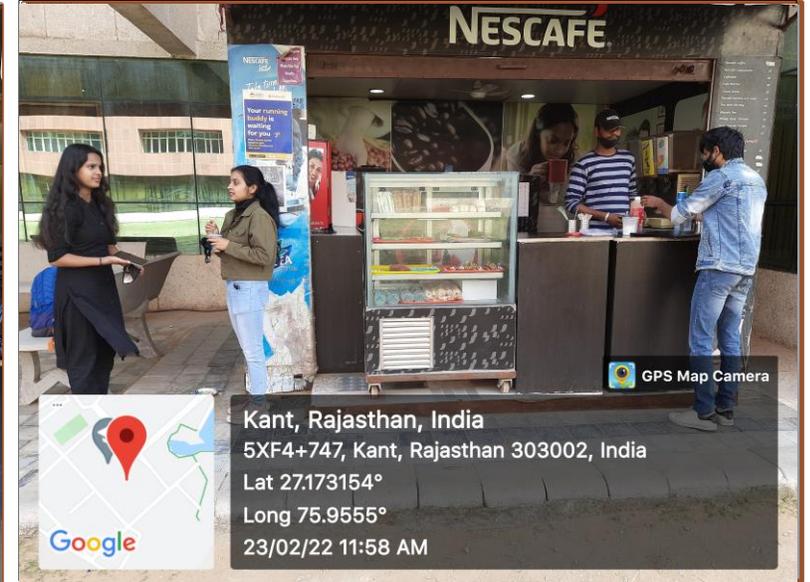
- Pizza and fast food joint.

RAJSHREE:

- It is a food junction running in SRC building on second floor.

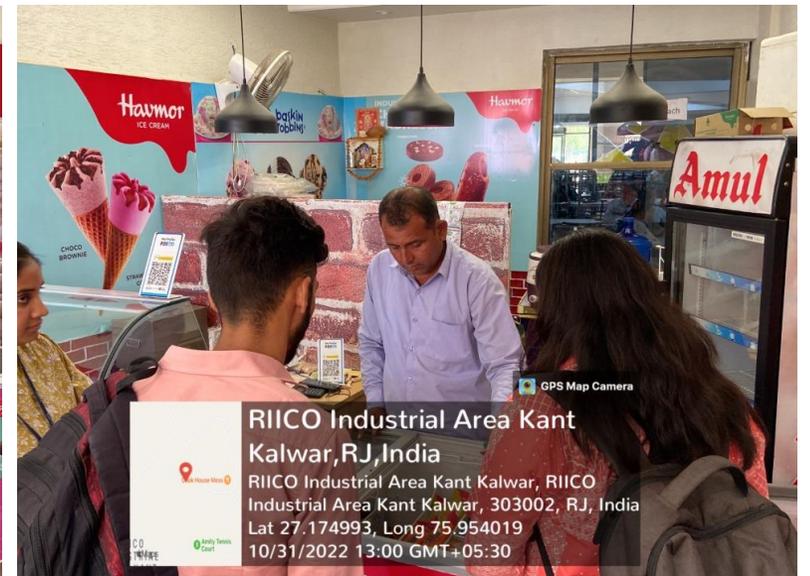
NESCAFE:

- Total five outlets of Nescafe are available in the campus. Two outlets are in Academic blocks and rest is in three different hostels.



ICE-CREAM PARLOUR:

- An Ice parlour with different company's ice cream products is also available at SRC ground floor.



FOOD COURT:

- A Mess with a capacity of 800 Students is on ground floor and second floor of the SRC building. Students can have their meals on daily coupon system. Mess menu is prepared by Student mess committee. The regular food check carried out. Medical checks of Mess workers carried out on regular bases.



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AMITY EDUCATION INFRASTRUCTURE PVT. LTD.

Regd. Office: E-27, Defence Colony, New Delhi - 110 024.

Tel : 24339700, 24331960

Fax : 24339300, 24339400

CIN U80900DL2008PTC175112

MAINTENANCE AGREEMENT COOK HOUSE

THIS AGREEMENT OF MAINTENANCE is made and executed at New Delhi on this 8th day of July, 2019 between

M/s Amity Education Infrastructure Pvt. Ltd., a Company incorporated under the Companies Act, 1956 and having its Registered Office at E-27, Defence Colony, New Delhi-110024 represented by its Authorised Signatory [hereinafter called the "First Party", which expression unless opposed or repugnant to the context hereof includes its/successors, liquidators and assigns] of the First Part.

AND

M/s Cook House, a company having its registered office at , Sheetla Krishi Farms, Sec.17-18, T-Point, Old Delhi Road, Gurgaon, Haryana to run the Mess represented by its Authorized Signatory Mr. Sanjeev Grover [hereinafter called the "Second Party", which expression unless opposed or repugnant to the context hereof includes its successors, liquidators and assigns] of the Second Part.

Whereas Ritnand Balved Education Foundation, a Society registered under the Societies Registration Act, 1860 (hereinafter referred to as RBEF) is the Owner/Lessee and in possession of and otherwise well and sufficiently entitled to all land & building at SP-1, Kant Kalwar, Jaipur known as 'Amity University Campus', built on plot of land admeasuring 152 acres demised by RIICO vide Lease Deed dated 22nd November, 2004 [hereinafter referred to as 'the said premises']. And Whereas RBEF has entrusted the responsibility of maintenance and development of a food court and general amenities complex, for the benefit of the students residing in the hostel building and also for the day scholars attending classes at the Campus, to the First Party. The First Party has earmarked space for occupancy by food & other outlets of high service quality for the benefit of the students. And Whereas the Second Party has approached and requested the First Party to give to it a space in SRC Building on lease and license basis for setting up its retail outlet referred to as 'Cook House' for the benefit of occupants and their employees for a period of 2 Years from 01 Jul 2019 to 30 Jun 2021 to which the First Party has agreed. Accordingly this Agreement to License is being executed incorporating therein the terms and conditions mutually agreed between the parties.

NOW THIS AGREEMENT OF LICENSE WITNESSETH AND it is hereby agreed by and between the parties hereto as under:-

1. Granting of License

[i] The First Party hereby grants leave, liberty and license to the Second Party to use the said premises for setting up and operating its retailing business relating to Food (as mentioned in Annexure 1) and excluding any non-vegetarian food item as from time to time be determined by the First Party in the name and style as may be determined by the

Contd2/-

First Party to use in the future at its sole discretion [hereinafter referred to as the 'Retail Business'] for the benefit of students and the employees of the Amity University Campus for the term set out hereunder.

[ii] The Second Party shall carry out all fit out work at its own cost. The said premises would be provided to the Second Party in a bare shell condition. The fit outs would be carried out by the Second Party without making any structural changes. In case any fit outs are carried out by the First Party on behalf of the Second Party, the cost would be reimbursed by the Second Party to the First Party. The First Part would also recover any cost incurred by it towards development of common area in proportion to the area licensed to the Second Party.

[iii] That the physical possession along with the keys of the said premises has been handed over to the Second Party.

[iv] That the overall control, supervision and possession of the said premises shall always remain with and considered to remain with the First Party.

[2] **Commencement and the term of Agreement** That this agreement shall come into operation and shall remain in force for a term of One year (ie effective date) which commences after the rent free period of 0 days from taking possession of the licensed premises. The initial 2 Years from the effective date (**i.e. 01 Jul 2019 to 30 Jun 2021**) shall be a lock in period for the Second Party.

[3] **Extension and Renewal** That this Agreement may be renewed for such further period and on such terms and conditions as may be mutually agreed between the parties at the time of renewal. On such renewal, fresh Licence Agreement shall be executed at the cost and expense of both the parties.

[4] **Preliminary covenant by the Second Party** That the Second Party hereby covenants and agrees with the First Party that the Second Party shall during the subsistence of this Agreement, set up and operate its retail outlet referred to herein as '**COOK HOUSE**' in the said premises in a professional and business like manner. The Second Party further covenants and agrees not to do or cause to be done any act or omission or commission which may in any manner, adversely or prejudicially affect the First Party's right, title and interest in the said premises or fixtures and fittings installed or provided therein.

[5] **Working Arrangements**

[a] That the Retail Outlet shall function and remain open during the timings fixed by the authorities for setting up and operating the retail outlet to the benefit of students and employees.

[b] That the Second Party shall at its own expense, obtain all permissions necessary to set up and operate the retail outlet referred to herein as '**Cook House**' and the First Party shall co-operate for procuring the necessary documents.



[c] The Second Party has agreed to arrange and provide all the necessary equipments, furniture, fittings and gadgets of standard quality required to set up and operate the retail outlet referred to herein as 'Cook House'.

[d] That the Second Party shall ensure that the said premises are cleaned properly, in all respects and no objectionable material/object is left behind in the said premises after the close of the outlet which may cause any kind of embarrassment or problem to the First Party and all, garbage disposed off latest by the next day in the morning.

[e] That the Second Party shall be responsible for the complete management and control of the business of retail outlet and the Second Party shall scrupulously observe and follow all standards prescribed under the provisions of Food and Adulteration Act, all labour laws, rules and regulations as are in force or introduced from time to time with respect to employment of personnel, payment of wages, compensation, welfare etc. all laws relating to DVAT, Service Tax, Excise etc., and the First Party shall not in any manner be responsible or liable thereof.

[f] That the First party shall insure the structure of the premises against third party risks and the Second party shall insure the interiors and infrastructure of the licensed premises.

[g] That all expenses for setting up and operating the retail outlet at the said premises like water, electricity, telephone, salary/wages of employees/workers service tax, levies fixed by RIICO /any other Authority/Body etc. shall be borne by the Second Party.

[h] That the Second Party shall not purchase any goods of any kind in the name of the First Party nor shall incur or create any liability on behalf of the First Party nor in any way pledge or purport to pledge the credit of the First Party or the said premises or any equipment and fittings installed/provided therein by the First Party.

[i] That the Second Party shall be solely responsible to control the activities at the said premises and ensure proper decorum, decency and discipline. They shall fully control any unruly behavior of any of the guest[s] Customer[s] and to that extent shall ensure proper check on consumption of liquor etc.

[j] That no employee or any other person of the Second Party shall be permitted to sleep in the said premises during the night except for minimum ward and watch.

[k] That the Second Party shall be responsible to deal with officials of Revenue Department, House Tax ,Building Department, Police, Excise, Electricity Board and Labour Department and shall be responsible for all or any action, Civil or Criminal, that may be taken by the authorities in this behalf. The First Party covenants and assures the Second Party that it will provide all assistance to the Second Party in its dealings with all Government, local and Noida Authorities with respect to the holding and organizing the functions.



[l] That the Second Party shall have no title whatsoever to the ownership of the said premises and fixtures and fittings, provided/ installed therein by the First Party, which are and shall continue to be sole and exclusive property of the First Party and the Second Party shall restore the same to the First Party on the expiry of this Agreement, in the same good condition [reasonable wear and tear exempted] and shall make good to the First Party any damage done thereto.

[m] That the Second Party shall under no circumstances sell or part with or encumber the said premises or any part of fixtures and fittings installed / provided therein by the First Party, provided a part of the licensed premises shall be shared by any subsidiary or group companies of the Licensee. They shall always be used by the Second Party itself as trustee of the First Party and it shall not claim any lien or right of detention over the said articles or goods whether on account of any money[s] owing by the First Party to the Second Party under this Agreement or otherwise. Likewise the licensed premises shall not be assigned, conveyed or parted with during the tenure of this agreement, provided in the event of sale of the licensed premises the Licensor shall ensure that the terms and conditions of this agreement shall remain intact and that the agreement continues with the prospective purchaser till the expiry of this agreement.

[n] That the First Party shall bear and pay all ground/lease rent payable to any other Authority or Body concerned with the said premises and it shall at all times keep the Second Party indemnified against all claims and demands in this respect.

[o] That the Second Party covenants with the First Party that it shall use the said Premises as licensee of the First Party's premises and shall not use the same for any immoral/unlawful activities or claim any right, title or interest whatsoever in the said premises and the fixtures and fittings installed/provided therein as tenant or in any other manner whatsoever.

[p] That the First Party and/or any person[s] authorized by it would have full powers and right to inspect, observe, supervise and watch the activities of the Second Party in the said premises.

6. **HYGIENE REGULATIONS: Second Party will observe, perform and follow hygiene regulations. Cleanliness & Pest Control for the Mess, Kitchen Area and Wash Room , regular cleaning of drainage system will be arranged by Second Party.**
7. **Penalty Clause.** Hygienic food will be served to ensure that no health hazard takes place. **In case of any sickness suffered by the student/faculty and staff, the vendor will be required to bear the expense @ ten times the cost of actual medical expenditure.** In case of non performance, hygiene issue the first party may impose a penalty of Rs 500/- on the second party for the first time, Rs 1000/- for second time and will cancel the contract with immediate effect if the fault repeats third time.



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8. **Maintenance Fee and Mode of Payment**

[a] That the Second Party shall pay to the First Party an amount of **Rs.72474/-** plus applicable service tax per month as maintenance fee / consideration for privilege and liberty granted to the Second Party to set up and operate the retail outlet called '**Cook House**' in the said premises. The rent shall increase by 10% every year (i.e. **wef 01 Jan 2020 and 01 Jan 2021**).

[b] That it is agreed between the parties that the account shall be settled monthly in advance by the 7th day of each month, with / without raising of an invoice by the Licensor setting out the amount payable by the Licensee and the amount of service tax thereon.

[9] **Termination of the Agreement**

[a] That this Agreement shall terminate on the expiry of the term of **2 Years** from the date of commencement (i.e. **01 July 2021**) as stated in Clause 2 hereinabove.

[b] That the First Party may terminate this License Agreement by giving written notice of 30 days in the event that the Second Party fails to pay monthly maintenance fee herein reserved in respect of three consecutive months inspite of service of notice to this effect..

[c] That the Second Party may terminate this Agreement by giving three months advance notice of termination in writing to the First Party.

[d] That upon determination of this Agreement, the First Party shall inspect the said premises and fixtures and fittings in order to ascertain their condition and to ensure that no damage has been caused to them. In case of any damage or deterioration in the condition of the said premises or items, the First Party shall be entitled to recover the cost of restoration of the said premises and fixtures and fittings from the Second Party.

[e] That upon termination of this Agreement, the Second Party shall forthwith remove all its goods, (within 7 days from termination) articles, equipment etc. lying in the said premises and in case of failure of the Second Party to do so, the First Party shall have right to remove the same to which the Second Party shall have no objection whatsoever.

[10] **Assignment:** That the Second Party shall not assign, transfer, charge or encumber in any manner this Agreement or its rights and benefits under this Agreement to any other person without the prior written approval of the First Party. Any consent granted by the First Party to any Assignment shall not be deemed a waiver in any subsequent case and shall not absolve the Second Party in respect of any liability under this Agreement or claim which the First Party has against the Second Party in respect of antecedent breach of covenant or condition herein contained or any obligation and liability incurred under this Agreement prior to the effective date of assignment.

[11] **Mutual Covenants and Indemnity**

[a] That the Retail Outlet shall be named and styled as "**Cook House**". It is specifically agreed that the Second Party shall not be entitled to use any other name in future for the said Retail Outlet.

Handwritten signatures and stamps are present at the bottom of the page, including a circular stamp on the left and a large signature on the right.

[b] That the Second Party shall keep the said premises together with toilets, fixtures and fittings therein in good conditions and order and shall not cause or suffer any damage thereto [normal wear and tear excepting].

[c] That the Second Party shall pay backup charges, common area maintenance charges as may be fixed by the First party for the said purpose along with applicable service tax on or before the 10th day of every succeeding month.

[d] That the First Party shall provide power connection with a separate meter/sub-meter [with at least one three phased point in the said premises, along with 100% power back up.

[e] Second party will pay the electricity charges as per actual consumption @ Rs 10/- per unit or as revised from time to time by JVVNL.

[f] That the First Party shall provide/arrange uninterrupted water supply and a separate meter in respect thereof. The plumbing and drainage points shall also be provided by the First party.

[g] That the parties hereto have agreed and undertaken to pay their separate tax and other liabilities punctually and indemnify the other party[s] and the said premises / retail outlet against any attachment, seizure or sale thereof.

[12] **Dispute Resolution** That the parties shall resolve all disputes in connection with this Agreement amicably by mutual negotiations, failing which the parties herein shall refer the dispute for arbitration in accordance with the Arbitration and Conciliation Act, 1996 with its statutory modifications, enactments or re-enactments thereto before resorting to litigation in which case the Courts in New Delhi shall have the jurisdiction.

IN WITNESS WHEREOF both the parties have put their signatures on these present in token of acceptance of the terms mentioned above.

WITNESSES:

1. 



For M/s Amity Education Infrastructure Pvt Ltd.

Authorized Signatory
FIRST PARTY

For COOK HOUSE

2.

For  Proprietor
Authorized Signatory
SECOND PARTY



TYPE OF FOOD**MESS RATES**

1.	Breakfast	Rs. 40/-
2.	Lunch	Rs. 50/-
3.	Dinner	Rs. 55/-
4.	Combo (Special Meal)	Rs. 55/-
5.	Party Menu #1	Rs 140/-, Incl GST
6.	Party Menu #2	Rs 200/-
7.	Snacks :-	
(a)	Hot Milk 200ml	Rs 15/-
(b)	Hot milk with Bournvita 200ml	Rs 20/-
(c)	Hot Milk with Chocolates	Rs 30/-
(d)	Maggie with Vegetable	Rs 25/- (Small Pkt)
(e)	Tetra Juice 1 Pc	MRP
(f)	Mineral Water 1 Pc	MRP
(g)	Cold Drinks 1 Pc	MRP
(h)	Pop Corn 50g	Rs 20/-
(i)	Sweets - Besan Ladoo	Rs 5/- per pc
	Gulab Jamun	Rs 10/- per pc
	Khoya Barfi/Peda	Rs 15/- per pc
	Rasgulla	Rs 15/- per pc

Note : Rates revision is subject to prior approval of Hon'ble Chairperson.



AMITY EDUCATION INFRASTRUCTURE PVT. LTD.

Regd. Office: E-27, Defence Colony, New Delhi - 110 024.

Tel : 24339700, 24331960

Fax : 24339300, 24339400

CIN U80900DL2008PTC175112

MAINTENANCE AGREEMENT NON VEG OUTLET (FOOD TRUCK)

THIS AGREEMENT OF MAINTENANCE is made and executed at New Delhi on this 8th day of July, 2019 between

M/s Amity Education Infrastructure Pvt. Ltd., a Company incorporated under the Companies Act, 1956 and having its Registered Office at E-27, Defence Colony, New Delhi-110024 represented by its Authorised Signatory [hereinafter called the "First Party", which expression unless opposed or repugnant to the context hereof includes its/successors, liquidators and assigns] of the First Part.

AND

M/s Cook House a company having its registered office at , Sheetla Krishi Farms, Sec.17-18, T-Point, Old Delhi Road, Gurgaon, Haryana to **run the Non Veg Outlet** represented by its Authorized Signatory Mr. Sanjeev Grover [hereinafter called the "Second Party", which expression unless opposed or repugnant to the context hereof includes its successors, liquidators and assigns] of the Second Part.

Whereas Ritnand Balved Education Foundation, a Society registered under the Societies Registration Act, 1860 (hereinafter referred to as RBEF) is the Owner/Lessee and in possession of and otherwise well and sufficiently entitled to all land & building at SP-1, Kant Kalwar, Jaipur known as 'Amity University Campus', built on plot of land admeasuring 152 acres demised by RIICO vide Lease Deed dated 22nd November, 2004 [hereinafter referred to as 'the said premises']. And Whereas RBEF has entrusted the responsibility of maintenance and development of a food court and general amenities complex, for the benefit of the students residing in the hostel building and also for the day scholars attending classes at the Campus, to the First Party. The First Party has earmarked space for occupancy by food & other outlets of high service quality for the benefit of the students. And Whereas the Second Party has approached and requested the First Party to give to it a space NEAR RIICO GATE on lease and license basis for setting up its retail outlet referred to as 'Non Veg Outlet (Food Truck)' for the benefit of occupants and their employees for a period of 2 Years from 01 Sep 2019 to 30 Jul 2021 to which the First

for COOK HOUSE



Authorised Signatory

Contd2/-



Party has agreed. Accordingly this Agreement to License is being executed incorporating therein the terms and conditions mutually agreed between the parties.

NOW THIS AGREEMENT OF LICENSE WITNESSETH AND it is hereby agreed by and between the parties hereto as under:-

1. Granting of License

[i] The First Party hereby grants leave, liberty and license to the Second Party to use the said premises for setting up and operating its retailing business relating to Non Veg Food (as mentioned in Annexure 1) and items as from time to time be determined by the First Party in the name and style as may be determined by the

First Party to use in the future at its sole discretion [hereinafter referred to as the 'Retail Business'] for the benefit of students and the employees of the Amity University Campus for the term set out hereunder.

[ii] The Second Party shall carry out all fit out work at its own cost. The said premises would be provided to the Second Party in a bare shell condition. The fit outs would be carried out by the Second Party without making any structural changes. In case any fit outs are carried out by the First Party on behalf of the Second Party, the cost would be reimbursed by the Second Party to the First Party. The First Part would also recover any cost incurred by it towards development of common area in proportion to the area licensed to the Second Party.

[iii] That the physical possession along with the keys of the said premises has been handed over to the Second Party.

[iv] That the overall control, supervision and possession of the said premises shall always remain with and considered to remain with the First Party.

[2] Commencement and the term of Agreement That this agreement shall come into operation and shall remain in force for a term of One year (ie effective date) which commences after the rent free period of 0 days from taking possession of the licensed premises. The initial 2 Years from the effective date (i.e. 01 Sep 2019 to 31 Aug 2021) shall be a lock in period for the Second Party.



For COOK HOUSE

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- [3] **Extension and Renewal** That this Agreement may be renewed for such further period and on such terms and conditions as may be mutually agreed between the parties at the time of renewal. On such renewal, fresh Licence Agreement shall be executed at the cost and expense of both the parties.
- [4] **Preliminary covenant by the Second Party** That the Second Party hereby covenants and agrees with the First Party that the Second Party shall during the subsistence of this Agreement, set up and operate its retail outlet referred to herein as '**Non Veg Outlet (Food Truck)**' in the said premises in a professional and business like manner. The Second Party further covenants and agrees not to do or cause to be done any act or omission or commission which may in any manner, adversely or prejudicially affect the First Party's right, title and interest in the said premises or fixtures and fittings installed or provided therein.
- [5] **Working Arrangements**
- [a] That the Retail Outlet shall function and remain open during the timings fixed by the authorities for setting up and operating the retail outlet to the benefit of students and employees.
- [b] That the Second Party shall at its own expense, obtain all permissions necessary to set up and operate the retail outlet referred to herein as "**Non Veg Outlet (Food Truck)**" and the First Party shall co-operate for procuring the necessary documents.
- [c] The Second Party has agreed to arrange and provide all the necessary equipments, furniture, fittings and gadgets of standard quality required to set up and operate the retail outlet referred to herein as "**Non Veg Outlet (Food Truck)**".
- [d] That the Second Party shall ensure that the said premises are cleaned properly, in all respects and no objectionable material/object is left behind in the said premises after the close of the outlet which may cause any kind of embarrassment or problem to the First Party and all, garbage disposed off latest by the next day in the morning.



for COOK HOUSE



Authorised Signator

Contd.....4/-

- [e] That the Second Party shall be responsible for the complete management and control of the business of retail outlet and the Second Party shall scrupulously observe and follow all standards prescribed under the provisions of Food and Adulteration Act, all labour laws, rules and regulations as are in force or introduced from time to time with respect to employment of personnel, payment of wages, compensation, welfare etc. all laws relating to DVAT, Service Tax, Excise etc., and the First Party shall not in any manner be responsible or liable thereof.
- [f] That the First party shall insure the structure of the premises against third party risks and the Second party shall insure the interiors and infrastructure of the licensed premises.
- [g] That all expenses for setting up and operating the retail outlet at the said premises like water, electricity, telephone, salary/wages of employees/workers service tax, levies fixed by RIICO /any other Authority/Body etc. shall be borne by the Second Party.
- [h] That the Second Party shall not purchase any goods of any kind in the name of the First Party nor shall incur or create any liability on behalf of the First Party nor in any way pledge or purport to pledge the credit of the First Party or the said premises or any equipment and fittings installed/provided therein by the First Party.
- [i] That the Second Party shall be solely responsible to control the activities at the said premises and ensure proper decorum, decency and discipline. They shall fully control any unruly behavior of any of the guest[s] Customer[s] and to that extent shall ensure proper check on consumption of liquor etc.
- [j] That no employee or any other person of the Second Party shall be permitted to sleep in the said premises during the night except for minimum ward and watch.
- [k] That the Second Party shall be responsible to deal with officials of Revenue Department, House Tax ,Building Department, Police, Excise, Electricity Board and Labour Department and shall be responsible for all or any action, Civil or Criminal, that may be taken by the authorities in this behalf. The First Party covenants and assures the Second Party that it will provide all assistance to the Second Party in its dealings with all Government, local and Noida Authorities with respect to the holding and organizing the functions.

 For COOK HOUSE

 Authorized Sign-

Authorized Signer

Contd....5/-

For COOK HOUSE

[l] That the Second Party shall have no title whatsoever to the ownership of the said premises and fixtures and fittings, provided/ installed therein by the First Party, which are and shall continue to be sole and exclusive property of the First Party and the Second Party shall restore the same to the First Party on the expiry of this Agreement, in the same good condition [reasonable wear and tear exempted] and shall make good to the First Party any damage done thereto.

[m] That the Second Party shall under no circumstances sell or part with or encumber the said premises or any part of fixtures and fittings installed / provided therein by the First Party, provided a part of the licensed premises shall be shared by any subsidiary or group companies of the Licensee. They shall always be used by the Second Party itself as trustee of the First Party and it shall not claim any lien or right of detention over the said articles or goods whether on account of any money[s] owing by the First Party to the Second Party under this Agreement or otherwise.

Likewise the licensed premises shall not be assigned, conveyed or parted with during the tenure of this agreement, provided in the event of sale of the licensed premises the Licensor shall ensure that the terms and conditions of this agreement shall remain intact and that the agreement continues with the prospective purchaser till the expiry of this agreement.

[n] That the First Party shall bear and pay all ground/lease rent payable to any other Authority or Body concerned with the said premises and it shall at all times keep the Second Party indemnified against all claims and demands in this respect.

[o] That the Second Party covenants with the First Party that it shall use the said Premises as licensee of the First Party's premises and shall not use the same for any immoral/unlawful activities or claim any right, title or interest whatsoever in the said premises and the fixtures and fittings installed/provided therein as tenant or in any other manner whatsoever.

[p] That the First Party and/or any person[s] authorized by it would have full powers and right to inspect, observe, supervise and watch the activities of the Second Party in the said premises.



for COOK HOUSE

Authorized Signatory.

Contd....6/-

6. **HYGIENE REGULATIONS: Second Party will observe, perform and follow hygiene regulations. Cleanliness & Pest Control for the outlet, Kitchen Area in the Food Truck and Wash Room , regular cleaning of drainage system will be arranged by Second Party.**
7. **Penalty Clause.** Hygienic food will be served to ensure that no health hazard takes place. **In case of any sickness suffered by the student/faculty and staff, the vendor will be required to bear the expense @ ten times the cost of actual medical expenditure.** In case of non performance, hygiene issue the first party may impose a penalty of Rs 500/-on the second party for the first time, Rs 1000/- for second time and will be cancel the contract with immediate effect if the fault repeats third time.
8. **Maintenance Fee and Mode of Payment**
- [a] That the Second Party shall pay to the First Party an amount of **Rs.15000/-** plus applicable service tax per month as maintenance fee / consideration for privilege and liberty granted to the Second Party to set up and operate the retail outlet called **"Non Veg Outlet (Food Truck)"** in the said premises. The rent shall increase by 10% every year (i.e. **wef 01 Sep 2020 and further per annum depending on continuation of the venture on actual agreement**)
- [b] That it is agreed between the parties that the account shall be settled monthly in advance by the 7th day of each month, with / without raising of an invoice by the Licensor setting out the amount payable by the Licensee and the amount of service tax thereon.
- [9] **Termination of the Agreement**
- [a] That this Agreement shall terminate on the expiry of the term of **2 Years** from the date of commencement (**i.e. 01 Sep 2021**) as stated in Clause 2 hereinabove.
- [b] That the First Party may terminate this License Agreement by giving written notice of 30 days in the event that the Second Party fails to pay monthly maintenance fee herein reserved in respect of three consecutive months inspite of service of notice to this effect..
- [c] That the Second Party may terminate this Agreement by giving three months advance notice of termination in writing to the First Party.



For COOK HOUSE



Authorised Signatory

Authorised Signatory

For COOK HOUSE

[d] That upon determination of this Agreement, the First Party shall inspect the said premises and fixtures and fittings in order to ascertain their condition and to ensure that no damage has been caused to them. In case of any damage or deterioration in the condition of the said premises or items, the First Party shall be entitled to recover the cost of restoration of the said premises and fixtures and fittings from the Second Party.

[e] That upon termination of this Agreement, the Second Party shall forthwith remove all its goods, (within 7 days from termination) articles, equipment etc. lying in the said premises and in case of failure of the Second Party to do so, the First Party shall have right to remove the same to which the Second Party shall have no objection whatsoever.

[10] **Assignment:** That the Second Party shall not assign, transfer, charge or encumber in any manner this Agreement or its rights and benefits under this Agreement to any other person without the prior written approval of the First Party. Any consent granted by the First Party to any Assignment shall not be deemed a waiver in any subsequent case and shall not absolve the Second Party in respect of any liability under this Agreement or claim which the First Party has against the Second Party in respect of antecedent breach of covenant or condition herein contained or any obligation and liability incurred under this Agreement prior to the effective date of assignment.

[11] **Mutual Covenants and Indemnity**

[a] That the Retail Outlet shall be named and styled as "**Non Veg Outlet (Food Truck)**". It is specifically agreed that the Second Party shall not be entitled to use any other name in future for the said Retail Outlet.

[b] That the Second Party shall keep the said premises together with toilets, fixtures and fittings therein in good conditions and order and shall not cause or suffer any damage thereto [normal wear and tear excepting].

[c] That the Second Party shall pay backup charges, common area maintenance charges as may be fixed by the First party for the said purpose along with applicable service tax on or before the 10th day of every succeeding month.



for COOK HOUSE

 authorised Signator*

[d] That the First Party shall provide power connection with a separate meter/sub-meter [with at least one three phased point in the said premises, along with 100% power back up.

[e] Second party will pay the electricity charges as per actual consumption @ Rs 10/- per unit or as revised from time to time.

[f] That the First Party shall provide/arrange uninterrupted water supply and a separate meter in respect thereof. The plumbing and drainage points shall also be provided by the First party.

[g] That the parties hereto have agreed and undertaken to pay their separate tax and other liabilities punctually and indemnify the other party[s] and the said premises / retail outlet against any attachment, seizure or sale thereof.

[12] **Dispute Resolution** That the parties shall resolve all disputes in connection with this Agreement amicably by mutual negotiations, failing which the parties herein shall refer the dispute for arbitration in accordance with the Arbitration and Conciliation Act, 1996 with its statutory modifications, enactments or re-enactments thereto before resorting to litigation in which case the Courts in New Delhi shall have the jurisdiction.

IN WITNESS WHEREOF both the parties have put their signatures on these present in token of acceptance of the terms mentioned above.

WITNESSES:




For M/s Amity Education Infrastructure Pvt Ltd.

Authorized Signatory
FIRST PARTY



For M/s Cook House

Authorized Signatory
SECOND PARTY


COOK HOUSE
MENU

Srl No	Item	Rate
1	Tandoori Chicken (4 pcs)	Rs. 140/-
2	Chicken Tikka (4 ix:s)	Rs. 90/-
3	Afghani Chicken (4pcs)	Rs. 130/-
4	Huriyali Tikka (Half)	Rs. 100/-
5	Chilli chicken dry (Half)	Rs. 120/-
6	Pancer Tikka (Half)	Rs. 70/-
7	Chicken Tikka Roll (4pcs)	Rs. 100/-
8	Pancer Tikka Roll (Half)	Rs. 90/-
9	Fish Tikka (4 pcs)	Rs. 100/-
10	Butter Chicken (Half)	Rs. 140/-
11	Chicken Masala (Half)	Rs. 140/-
12	Mandi Chicken (Half)	Rs. 140/-
13	Mutton Curry (Half)	Rs. 160/-
14	Mutton Seekh Kebab Masala (Half)	Rs. 150/-
15	Hnndi Meal (Half)	Rs. 160/-
16	Chicken Biryani	Rs. 100/-
17	Mutton Biryani	Rs. 120/-
18	Egg Biryani	Rs. 70/-
19	Roti- Tandoori	Rs. 5/-
20	Butter Roti	Rs. 6/-
21	Butter Naan	Rs. 15/-
22	Garlik Naan	Rs 25/-



for COOK HOUSE

Authorised Signator



AMITY EDUCATION INFRASTRUCTURE PVT. LTD.

Regd. Office: E-27, Defence Colony, New Delhi - 110 024.

Tel : 24339700, 24331960

Fax : 24339300, 24339400

CIN U80900DL2008PTC175112

LICENSE AGREEMENT

Mr. Beans Pizza

THIS AGREEMENT OF LICENSE is made and executed at New Delhi on this 13th day of November, 2022 between

M/s Amity Education Infrastructure Pvt. Ltd., a Company incorporated under the Companies Act, 1956 and having its Registered Office at E-27, Defence Colony, New Delhi-110024 represented by its Authorized Signatory [hereinafter called the "First Party", which expression unless opposed or repugnant to the context hereof includes its/successors, liquidators and assigns] of the First Part.

AND

M/s Jain Caters, represented by its Authorized Signatory Ms Paridhi Jain, a company having its register office at, House no. F6, Plot no. 39/40 Royal Castle Apartment, Budhsinghpura Sanganer, Jaipur, Rajasthan, 302029 and who is authorised to run the franchisee of Mr. Beans Pizza (Venture of SFS Pvt Ltd) a company having its registered office at, Near Power House, Jail Well, Bikaner, Rajasthan Pin: 224001 [hereinafter called the "Second Party", which expression unless opposed or repugnant to the context hereof includes its successors, liquidators and assigns] of the Second Part.

Whereas Ritnand Balved Education Foundation, a Society registered under the Societies Registration Act, 1860 (hereinafter referred to as RBEF) is the Owner/Lessee and in possession of and otherwise well and sufficiently entitled to all land & building at SP-1, Kant Kalwar, Jaipur known as 'Amity University Campus', built on plot of land admeasuring 152 acres demised by RIICO vide Lease Deed dated 22nd November, 2004 [hereinafter referred to as 'the said premises']. And Whereas RBEF has entrusted the responsibility of maintenance and development of a food court and general amenities complex, for the benefit of the students residing in the hostel building and also for the day scholars attending classes at the Campus, to the First Party. The First Party has earmarked space for occupancy by food & other outlets of high service quality for the benefit of the

students. And Whereas the Second Party has approached and requested the First Party to give it space (536 Sq Ft area) in SRC Building on lease and license basis for setting up its retail outlet referred to as 'Mr. Beans Pizza' for the benefit of occupants and their employees for a period of 01 Year from 13 Nov 2022 to 12 Nov 2023 to which the First Party has agreed. Accordingly, this Agreement to License is being executed incorporating therein the terms and conditions mutually agreed between the parties.

NOW THIS AGREEMENT OF LICENSE WITNESSETH AND it is hereby agreed by and between the parties hereto as under:-

[1] Granting of License

[i] The First Party hereby grants leave, liberty and license to the Second Party to use the said premises for setting up and operating its retailing business relating to Food and excluding any non-vegetarian food item as from time to time be determined by the First Party in the name and style as may be determined by the First Party to use in the future at its sole discretion [hereinafter referred to as the 'Retail Business'] for the benefit of students and the employees of the Amity University Campus for the term set out hereunder.

[ii] The Second Party shall carry out all fit out work at its own cost. The said premises would be provided to the Second Party in a bare shell condition. The fit outs would be carried out by the Second Party without making any structural changes. In case any fit outs are carried out by the First Party on behalf of the Second Party, the cost would be reimbursed by the Second Party to the First Party. The First Part would also recover any cost incurred by it towards development of common area in proportion to the area licensed to the Second Party.

[iii] That the physical possession along with the keys of the said premises has been handed over to the Second Party.

[iv] That the overall control, supervision and possession of the said premises shall always remain with and considered to remain with the First Party.

[2] Commencement and the term of Agreement That this agreement shall come into operation and shall remain in force for a term of One year (ie effective date) which commences after the rent free period of 0 days from taking possession of the licensed premises. The contract **commenced** from the effective date (i.e. 13 Nov 2022) shall be a lock in period for the Second Party.

[3] Extension and Renewal That this Agreement may be renewed for such further period and on such terms and conditions as may be mutually agreed between the parties at the time of renewal. On such renewal, fresh License Agreement shall be executed at the cost and expense of both the parties.

Contd ...3/-

- [4] Preliminary covenant by the Second Party That the Second Party hereby covenants and agrees with the First Party that the Second Party shall during the subsistence of this Agreement, set up and operate its retail outlet referred to herein as 'Mr. Beans Pizza' in the said premises in a professional and business like manner. The Second Party further

covenants and agrees not to do or cause to be done any act or omission or commission which may in any manner, adversely or prejudicially affect the First Party's right, title and interest in the said premises or fixtures and fittings installed or provided therein.

[5] Working Arrangements

[a] That the Retail Outlet shall function and remain open during the timings fixed by the authorities for setting up and operating the retail outlet to the benefit of students and employees.

[b] That the Second Party shall at its own expense, obtain all permissions necessary to set up and operate the retail outlet referred to herein as 'Mr. Beans Pizza' and the First Party shall co-operate for procuring the necessary documents.

[c] The Second Party has agreed to arrange and provide all the necessary equipment, furniture, fittings and gadgets of standard quality required to set up and operate the retail outlet referred to herein as 'Mr. Beans Pizza'.

[d] That the Second Party shall ensure that the said premises are cleaned properly, in all respects and no objectionable material/object is left behind in the said premises after the close of the outlet which may cause any kind of embarrassment or problem to the First Party and all, garbage disposed off latest by the next day in the morning.

[e] That the Second Party shall be responsible for the complete management and control of the business of retail outlet and the Second Party shall scrupulously observe and follow all standards prescribed under the provisions of Food and Adulteration Act, all labour laws, rules and regulations as are in force or introduced from time to time with respect to employment of personnel, payment of wages, compensation, welfare etc. all laws relating to GST, PF and ESI etc., and the First Party shall not in any manner be responsible or liable thereof.

[f] The First party shall insure the structure of the premises against third party (any other group)/individuals) risks. The Second party shall insure any interiors customized by them and any furniture that may belong to them against third party risks. First party shall in no way be responsible for the loss suffered by second party due to damage to its interiors/furniture by action of any third party.

[g] That all expenses for setting up and operating the retail outlet at the said premises like water, electricity, telephone, salary/wages of employees/workers service tax, levies fixed by RIICO /any other Authority/Body etc. shall be borne by the Second Party.




[h] That the Second Party shall not purchase any goods of any kind in the name of the First Party nor shall incur or create any liability on behalf of the First Party nor in any way pledge or purport to pledge the credit of the First Party or the said premises or any equipment and fittings installed/provided therein by the First Party.

[i] That the Second Party shall be solely responsible to control the activities at the said premises and ensure proper decorum, decency and discipline. They shall fully control any unruly behavior of any of the guest[s] Customer[s] and to that extent shall ensure proper check on consumption of liquor etc.

[j] That no employee or any other person of the Second Party shall be permitted to sleep in the said premises during the night except for minimum ward and watch.

[k] **Statutory Compliances.** That the Second Party shall be responsible to deal with officials of Revenue Department, House Tax ,Building Department, Police, Excise, Electricity Board and Labour Department and shall be responsible for all or any action, Civil or Criminal, that may be taken by the authorities in this behalf. The First Party covenants and assures the Second Party that it will provide all assistance to the Second Party in its dealings with all Government, Local and Jaipur Authorities with respect to the holding and organizing the functions.

[l] That the Second Party shall have no title whatsoever to the ownership of the said premises and fixtures and fittings, provided/ installed therein by the First Party, which are and shall continue to be sole and exclusive property of the First Party and the Second Party shall restore the same to the First Party on the expiry of this Agreement, in the same good condition [reasonable wear and tear exempted] and shall make good to the First Party any damage done thereto.

[m] That the Second Party shall under no circumstances sell or part with or encumber the said premises or any part of fixtures and fittings installed / provided therein by the First Party, provided a part of the licensed premises shall be shared by any subsidiary or group companies of the Licensee. They shall always be used by the Second Party itself as trustee of the First Party and it shall not claim any lien or right of detention over the said articles or goods whether on account of any money[s] owing by the First Party to the Second Party under this Agreement or otherwise. Likewise the licensed premises shall not be assigned, conveyed or parted with during the tenure of this agreement, provided in the event of sale of the licensed premises the Licensor shall ensure that the terms and conditions of this agreement shall remain intact and that the agreement continues with the prospective purchaser till the expiry of this agreement.




- [n] That the First Party shall bear and pay all ground/lease rent payable to any other Authority or Body concerned with the said premises and it shall at all times keep the Second Party indemnified against all claims and demands in this respect.
- [o] That the Second Party covenants with the First Party that it shall use the said Premises as licensee of the First Party's premises and shall not use the same for any immoral/unlawful activities or claim any right, title or interest whatsoever in the said premises and the fixtures and fittings installed/provided therein as tenant or in any other manner whatsoever.
- [p] That the First Party and/or any person[s] authorized by it would have full powers and right to inspect, observe, supervise and watch the activities of the Second Party in the said premises.
- [6] **Electricity and Water Charges** That the second party will pay the electricity charge as decided by first party. Presently, the electricity charge is Rs. 11/- per unit. The bill will be raised by the first party as per consumption of units and the second party must pay the amount every month. As on today the water charges not being charged from vendors.
- [7] **HYGIENE REGULATIONS: Second Party will** observe, perform and follow hygiene regulations. Cleanliness & Pest Control for the Mess, Kitchen Area and Wash Room , regular cleaning of drainage system will be arranged by Second Party.
- [8] **Penalty Clause**. Hygienic food will be served to ensure that no health hazard takes place. **In case of any sickness suffered by the student/faculty and staff, the vendor will be required to bear the expense @ ten times the cost of actual medical expenditure.** In case of non performance, hygiene issue the first party may impose a penalty of Rs 500/- on the second party for the first time, Rs 1000/- for second time and will be cancel the contract with immediate effect if the fault repeats third time.
- [9] **License Fee and Mode of Payment**
- [a] That the Second Party shall pay to the First Party an amount of **Rs. 25000/-** plus applicable taxes per month as license fee / consideration for privilege and liberty granted to the Second Party to set up and operate the retail outlet called "**Mr. Beans Pizza**" in the said premises. The rent may increase by 10% on renewal of contract. The increase & periodicity will be subject to change from time to time as decided by management.
- [b] That it is agreed between the parties that the account shall be settled monthly in advance by the 7th day of each month, with / without raising of an invoice by the Licensor setting out the amount payable by the Licensee and the amount of service tax thereon.
- (c) **Security deposit.**

The Second Party has hereby placed as Security deposit a sum of Rs 50,000/- (Rupees Fifty Thousand only), which is equivalent to Two months license fee as mentioned in Clause 9 (a) above, at the time of execution of this Agreement of Lease.

Security amount deposited on 13/9/22. Rs. 50,000 9199 84679 Contd....6/-

Signature

Signature

The said amount of security deposit will be repaid to the Second Party, free of interest at the end of the period of lease or on termination which ever is earlier by way of demand draft payable at in favour of second party, failing which the First Party shall be liable to pay interest at 12% p.a. from the due date till the date of refund of the said deposit.

The First party shall refund the said deposit upon the Second party delivering vacant possession of the Scheduled premises. The Second Party shall vacate the scheduled premise without any further obligation on or before expiry of lease period or notice period, failing which the Second Party shall pay double the license fee for such extended period. The First Party shall be at liberty to deduct charges on account of damage caused or for delayed payment s or any justified amount from the security deposit.

In the event of delay or failure on the part of the First Party in refunding the Security Deposit, Second Party shall be entitled to retain the keys of the Scheduled Premises till the repayment of the security deposit without any further liability with regard to rent till such time as the security deposit payable is returned to the Second party by the First Party. The First party shall be liable to pay interest at 12% p.a. from the due date till the date refund of the said deposit.

[10] **FIRE SAFETY.** Fire precautions and safety drills as intimated by first party should be continuously followed.

[11] **Force Majeure.** First party shall in no way be responsible for any failure or losses suffered by second party due to any of the following clauses : Act of God, accident, riot , epidemic, action of war or terrorism, disturbance, communication breakdown etc.

[12] **Termination of the Agreement**

[a] That this Agreement shall terminate on the expiry of the term of **01 Year** from the date of commencement (i.e. **13 Nov 2022**) as stated in Clause 2 hereinabove.

[b] That the First Party may terminate this License Agreement by giving written notice of 30 days in the event that the Second Party fails to pay monthly license fee herein reserved in respect of three consecutive months in spite of service of notice to this effect.

[c] That the Second Party may terminate this Agreement by giving three months advance notice of termination in writing to the First Party.

[d] That upon determination of this Agreement, the First Party shall inspect the said premises and fixtures and fittings in order to ascertain their condition and to ensure that no damage has been caused to them. In case of any damage or deterioration in the condition of the said premises or items, the First Party shall be entitled to recover the cost of restoration of the said premises and fixtures and fittings from the Second Party.

[e] That upon termination of this Agreement, the Second Party shall forthwith remove all its goods, (within 7 days from termination) articles, equipment etc. lying in the said premises and in case of failure of the Second Party to do so, the First Party shall have right to remove the same to which the Second Party shall have no objection whatsoever.

Contd...7/-

[13] **Assignment**: That the Second Party shall not assign, transfer, charge or encumber in any manner this Agreement or its rights and benefits under this Agreement to any other person without the prior written approval of the First Party. Any consent granted by the First Party to any Assignment shall not be deemed a waiver in any subsequent case and shall not absolve the Second Party in respect of any liability under this Agreement or claim which the First Party has against the Second Party in respect of antecedent breach of covenant or condition herein contained or any obligation and liability incurred under this Agreement prior to the effective date of assignment.

[14] **Mutual Covenants and Indemnity**

[a] That the Retail Outlet shall be named and styled as **Mr. Beans Pizza**¹. It is specifically agreed that the Second Party shall not be entitled to use any other name in future for the said Retail Outlet.

[b] That the Second Party shall keep the said premises together with toilets, fixtures and fittings therein in good conditions and order and shall not cause or suffer any damage thereto [normal wear and tear excepting].

[c] That the Second Party shall pay backup charges, common area maintenance charges as may be fixed by the First party for the said purpose along with applicable service tax on or before the 7th day of every succeeding month.

[d] That the First Party shall provide power connection with a separate meter/sub-meter [with at least one three phased point in the said premises, along with 100% power back up.

[e] Electricity and DG charges will be paid as per actual consumption. The cumulative per unit charge will be calculated and intimated from time to time.

[f] That the First Party shall provide/arrange uninterrupted water supply and a separate meter in respect thereof. The plumbing and drainage points shall also be provided by the First party.

[g] That the parties hereto have agreed and undertaken to pay their separate tax and other liabilities punctually and indemnify the other party[s] and the said premises / retail outlet against any attachment, seizure, or sale thereof.

[15] **Dispute Resolution** That the parties shall resolve all disputes in connection with this Agreement amicably by mutual negotiations, failing which the parties herein shall refer the



dispute for arbitration in accordance with the Arbitration and Conciliation Act, 1996 with its statutory modifications, enactments or re-enactments thereto before resorting to litigation in which case the Courts in Jaipur shall have the jurisdiction.

IN WITNESS WHEREOF both the parties have put their signatures on these present in token of acceptance of the terms mentioned above.

WITNESSES:

1.



For M/s Amity Education Infrastructure Pvt Ltd.
Authorized Signatory
FIRST PARTY

2.



For M/s Jain Caters
Authorized Signatory
SECOND PARTY



AMITY EDUCATION INFRASTRUCTURE PVT. LTD.

Regd. Office: E-27, Defence Colony, New Delhi - 110 024.

Tel : 24339700, 24331960

Fax : 24339300, 24339400

CIN U80900DL2008PTC175112

MAINTENANCE AGREEMENT NESCAFE KIOSKS

THIS AGREEMENT OF MAINTENANCE is made and executed at New Delhi on this 28th day of November 2022 between

M/s Amity Education Infrastructure Pvt. Ltd., a Company incorporated under the Companies Act, 1956 and having its Registered Office at E-27, Defence Colony, New Delhi-110024 represented by its Authorised Signatory [hereinafter called the "First Party", which expression unless opposed or repugnant to the context hereof includes its/successors, liquidators and assigns] of the First Part.

AND

M/s VINAYAK AGENCIES a company having its registered office at , E2/171 Chitrakoot, JAIPUR, an authorised franchisee of M/s Nestle India, Ltd. Code No. 4043875 for operating "NESCAFE Alternate Trade Chanel (ATC) SUPPORTED COFFEE CORNER" represented by its Authorized Signatory Mr. Deepak Gupta [hereinafter called the "Second Party", which expression unless opposed or repugnant to the context hereof includes its successors, liquidators and assigns] of the Second Part.

Whereas Ritnand Balved Education Foundation, a Society registered under the Societies Registration Act, 1860 (hereinafter referred to as RBEF) is the Owner/Lessee and in possession of and otherwise well and sufficiently entitled to all land & building at SP-1, Kant Kalwar, Jaipur known as 'Amity University Campus', built on plot of land admeasuring 152 acres demised by RIICO vide Lease Deed dated 22nd November, 2004 [hereinafter referred to as 'the said premises']. And Whereas RBEF has entrusted the responsibility of maintenance and development of a food court and general amenities complex, for the benefit of the students residing in the hostel building and also for the day scholars attending classes at the Campus, to the First Party. The First Party has earmarked space for occupancy by food & other outlets of high service quality for the benefit of the students. And Whereas the Second Party has approached and requested the First Party to give to it a space admeasuring (12' x 10' x 2 Kiosks = 240 sq. ft. and 8' x 9' x 3 Kiosks (H3, H4 & H5) = 216 Sq Ft) **Total Area 456 Sq Ft** super area (**Behind Academic Block 'A', Near Academic Block 'D', H-3, H-4 and H-5 (Total 5 Kiosks)**) and numbered **Kiosk No 1 to 5** for ease of identification (hereinafter referred to as the said premises) on lease and maintenance basis for setting up its retail outlet referred to as '**Nescafe Kiosks**, for the benefit of occupants and their employees for a period of **One Year from 01 Aug 2022 to 31 July 2023** to which the First Party has agreed. Accordingly this Agreement to Maintenance is being executed incorporating therein the terms and conditions mutually agreed between the parties.

For Vinayak Agencies JLPV

Contd....2/-

Auth. Sign.

28 NOV 2022

क्रमांक 11729

दिनांक 28.11.2022

मुद्रांक का मूल्य

100/-

क्रेता का नाम

AMITY EDUCATION INFRASTRUCTURE PVT. LTD.

पता

NEW DELHI

सम्बंधित कार्य का मुल्यांकन : शपथ पत्र हेतु।

विनोद कुमार शर्मा
ला न 60/2020
BL, वैशाली नगर
वैशाली नगर जयपुर
28 NOV 2022

राजस्थान स्टाम्प अधिनियम 1998 के अन्तर्गत स्टाम्प राशि पर प्रभारित अधिभार
(1). आधारभूत अवसंरचना सुविधाओं हेतु (धारा 3 क) - 10 प्रतिशत रूपये - 10
(2). गाय और उसकी नस्ल के संरक्षण और संवर्धन हेतु (धारा 3 ख)/प्राकृतिक आपदाओं एवं मानव निर्मित आपदाओं के निवारण हेतु - 20 प्रतिशत रूपये - 20
कुल योग - 30
हस्ताक्षर स्टाम्प वेण्डर

हस्ताक्षर क्रेता.....

आई.डी.नं.....

मो. नं.....

W THIS AGREEMENT OF MAINTENANCE WITNESSETH AND it is hereby agreed by and between the parties hereto as under:-

1. **Granting of Agreement**

[i] The First Party hereby grants lease, liberty to the Second Party to use the said premises for setting up and operating its retailing business relating to **Refreshment Items** (as mentioned in Annexure 1 and 2) and excluding any non-vegetarian food item as from time to time be determined by the First Party in the name and style as may be determined by the First Party to use in the future at its sole discretion [hereinafter referred to as the 'Retail Business'] for the benefit of students and the employees of the Amity University Campus for the term set out hereunder.

[ii] The Second Party shall carry out all fit out work at its own cost. The said premises would be provided to the Second Party in a bare shell condition. The fit outs would be carried out by the Second Party without making any structural changes. In case any fit outs are carried out by the First Party on behalf of the Second Party, the cost would be reimbursed by the Second Party to the First Party. The First Part would also recover any cost incurred by it towards development of common area in proportion to the said area to the Second Party.

[iii] That the physical possession along with the keys of the said premises has been handed over to the Second Party.

[iv] That the overall control, supervision and possession of the said premises shall always remain with and considered to remain with the First Party.

[2] **Commencement and the term of Agreement.** That this agreement shall come into operation and shall remain in force for a term of One year (ie effective date) which commences after the rent free period of 0 days from taking possession of the said premises. The initial 12 months from the effective date (**i.e. 01 Aug 2022 to 31 Jul 2023**) shall be a lock in period for the Second Party.

3] **Extension and Renewal** That this Agreement may be renewed for such further period and on such terms and conditions as may be mutually agreed between the parties at the time of renewal. On such renewal, fresh Licence Agreement shall be executed at the cost and expense of both the parties.

[4] **Preliminary covenant by the Second Party**

That the Second Party hereby covenants and agrees with the First Party that the Second Party shall during the subsistence of this Agreement, set up and operate its retail outlet referred to herein as '**NESCAFE KIOSKS**' in the said premises in a professional and businesslike manner. The Second Party further covenants and agrees not to do or cause to be done any act or omission or commission which may in any manner, adversely or prejudicially affect the First Party's right, title and interest in the said premises or fixtures and fittings installed or provided therein.

[5] **Working Arrangements**

[a] That the Retail Outlet shall function and remain open during the timings fixed by the authorities for setting up and operating the retail outlet to the benefit of students and employees.

[b] That the Second Party shall at its own expense, obtain all permissions necessary to set up and operate the retail outlet referred to herein as '**Nescafe Kiosks**' and the First Party shall co-operate for procuring the necessary documents.



For Vinayak Agencies Jalpu:

2/14/4

Contd....3/-

Auth. Sign.

[c] The Second Party has agreed to arrange and provide all the necessary equipment's, furniture, fittings and gadgets of standard quality required to set up and operate the retail outlet referred to herein as 'Nescafe Kiosks'.

[d] That the Second Party shall ensure that the said premises are cleaned properly, in all respects and no objectionable material/object is left behind in the said premises after the close of the outlet which may cause any kind of embarrassment or problem to the First Party and all, garbage disposed off latest by the next day in the morning.

[e] That the Second Party shall be responsible for the complete management and control of the business of retail outlet and the Second Party shall scrupulously observe and follow all standards prescribed under the provisions of Food and Adulteration Act, all labour laws, rules and regulations as are in force or introduced from time to time with respect to employment of personnel, payment of wages, compensation, welfare etc. all laws relating to GST, PF, ESI etc., and the First Party shall not in any manner be responsible or liable thereof.

[f] The First party shall insure the structure of the premises against third party (any other group)/individuals) risks. The Second party shall insure any interiors customized by them and any furniture that may belong to them against third party risks. First party shall in no way be responsible for the loss suffered by second party due to damage to its interiors/furniture by action of any third party.

[g] That all expenses for setting up and operating the retail outlet at the said premises like water, electricity, telephone, salary/wages of employees/workers service tax, levies fixed by RIICO /any other Authority/Body etc. shall be borne by the Second Party.

[h] That the Second Party shall not purchase any goods of any kind in the name of the First Party nor shall incur or create any liability on behalf of the First Party nor in any way pledge or purport to pledge the credit of the First Party or the said premises or any equipment and fittings installed/provided therein by the First Party.

[i] That the Second Party shall be solely responsible to control the activities at the said premises and ensure proper decorum, decency and discipline. They shall fully control any unruly behavior of any of the guest[s] Customer[s] and to that extent shall ensure proper check on consumption of liquor etc.

[j] That no employee or any other person of the Second Party shall be permitted to sleep in the said premises during the night except for minimum ward and watch.

[k] That the Second Party shall be responsible to deal with officials of Revenue Department, House Tax ,Building Department, Police, Excise, Electricity Board and Labour Department and shall be responsible for all or any action, Civil or Criminal, that may be taken by the authorities in this behalf. The First Party covenants and assures the Second Party that it will provide all assistance to the Second Party in its dealings with all Government, local and Jaipur Authorities with respect to the holding and organizing the functions.

[l] That the Second Party shall have no title whatsoever to the ownership of the said premises and fixtures and fittings, provided/ installed therein by the First Party, which are and shall continue to be sole and exclusive property of the First Party and the Second Party shall restore the same to the First Party on the expiry of this Agreement, in the same good condition [reasonable wear and tear exempted] and shall make good to the First Party any damage done thereto.

[m] That the Second Party shall under no circumstances sell or part with or encumber the said premises or any part of fixtures and fittings installed / provided therein by the First Party, provided a part of the said premises shall be shared by any subsidiary or group companies of the Lessee. They shall always be used by the Second Party itself as trustee of the



For Vinod [Signature]

Auth. Sign.

Contd....4/-

First Party and it shall not claim any lien or right of detention over the said articles or goods whether on account of any money[s] owing by the First Party to the Second Party under this Agreement or otherwise.

Likewise the said premises shall not be assigned, conveyed or parted with during the tenure of this agreement, provided in the event of sale of the said premises the Licensor shall ensure that the terms and conditions of this agreement shall remain intact and that the agreement continues with the prospective purchaser till the expiry of this agreement.

[n] That the First Party shall bear and pay all ground/lease rent payable to any other Authority or Body concerned with the said premises and it shall at all times keep the Second Party indemnified against all claims and demands in this respect.

[o] That the Second Party covenants with the First Party that it shall use the said Premises as lessee of the First Party's premises and shall not use the same for any immoral/unlawful activities or claim any right, title or interest whatsoever in the said premises and the fixtures and fittings installed/provided therein as tenant or in any other manner whatsoever.

[p] That the First Party and/or any person[s] authorized by it would have full powers and right to inspect, observe, supervise and watch the activities of the Second Party in the said premises.

[6] **HYGIENE REGULATIONS**

Second Party will observe, perform and follow hygiene regulations. That second party shall use all possible care and diligence while selling food items / refreshments from the space and shall endeavor to provide fresh and hygienic goods and safe guard and protect the reputation of the First Party.

[7] **Maintenance Fee and Mode of Payment**

[a] That the Second Party shall pay to the First Party an amount of **Rs 32587/-** plus applicable taxes per month as maintenance fee / consideration for privilege and liberty granted to the Second Party to set up and operate the retail outlet called '**Nescafe Kiosks**' in the said premises. The rent may increase on renewal. The increase & periodicity will be subject to change from time to time as decided by management.

[b] That it is agreed between the parties that the account shall be settled monthly in advance by the 7th day of each month, with / without raising of an invoice by the first party setting out the amount payable by the second party and the amount of service tax thereon.

[c] **SECURITY DEPOSIT:**

The Second Party has hereby placed as security deposit a sum of **Rs. 14400/-/- (Rupees Sixty Fourteen Thousand four hundred only)**, (Already held with First Party) which is equivalent to Two months maintenance fee as mentioned in Clause 7 (a) above, at the time of execution of this Agreement of Lease. The security Deposit will be paid by the Second Party to the First Party by cash/Cheque or DD in favour of the First Party.

The said amount of security deposit will be repaid to the Second Party, free of Interest at the end of the period of lease or on termination which ever is earlier by way of demand draft payable at Delhi drawn in favour of Second Party, failing which the First Party shall be liable to pay Interest at 12% p.a. from the due date till the date of refund of the said deposit.

The First Party shall refund the said deposit upon the Second Party delivering vacant possession of the Scheduled Premises. The Second Party shall vacate the scheduled premise without any further obligation on or before expiry of lease period or notice period, failing



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Auth. Sign

which the Second Party shall pay double the maintenance fee for such extended period. The First Party shall be at liberty to deduct charges on account of damage caused or for delayed payments or any justified amount from the security deposit.

In the event of delay or failure on the part of the First Party in refunding the security Deposit, the Second Party shall be entitled to retain the keys of the Scheduled Premises till the repayment of the security deposit without any further liability with regard to rent till such time as the security deposit payable is returned to the Second Party by the First Party. The First Party shall be liable to pay Interest at 12% p.a. from the due date till the date of refund of the said deposit.

[8] **Electricity and water charges.** The second party will pay electricity and water charges as per actual usage and as per prevailing rate.

[9] **Termination of the Agreement**

[a] That this Agreement shall terminate on the expiry of the term of 1 Year from the date of commencement (i.e. 01 Aug 2023) as stated in Clause 2 hereinabove.

[b] That the First Party may terminate this Maintenance Agreement by giving written notice of 30 days in the event that the Second Party fails to pay monthly maintenance fee herein reserved in respect of three consecutive months inspite of service of notice to this effect..

[c] That the Second Party may terminate this Agreement by giving three months advance notice of termination in writing to the First Party.

[d] That upon determination of this Agreement, the First Party shall inspect the said premises and fixtures and fittings in order to ascertain their condition and to ensure that no damage has been caused to them. In case of any damage or deterioration in the condition of the said premises or items, the First Party shall be entitled to recover the cost of restoration of the said premises and fixtures and fittings from the Second Party.

[e] That upon termination of this Agreement, the Second Party shall forthwith remove all its goods, (within 7 days from termination) articles, equipment etc. lying in the said premises and in case of failure of the Second Party to do so, the First Party shall have right to remove the same to which the Second Party shall have no objection whatsoever.

[10] **Assignment:**

That the Second Party shall not assign, transfer, charge or encumber in any manner this Agreement or its rights and benefits under this Agreement to any other person without the prior written approval of the First Party. Any consent granted by the First Party to any Assignment shall not be deemed a waiver in any subsequent case and shall not absolve the Second Party in respect of any liability under this Agreement or claim which the First Party has against the Second Party in respect of antecedent breach of covenant or condition herein contained or any obligation and liability incurred under this Agreement prior to the effective date of assignment.

[11] **Mutual Covenants and Indemnity**

[a] That the Retail Outlet shall be named and styled as "**Nescafe Kiosks**". It is specifically agreed that the Second Party shall not be entitled to use any other name in future for the said Retail Outlet.

[b] That the Second Party shall keep the said premises together with toilets, fixtures and fittings therein in good condition and order and shall not cause or suffer any damage thereto [normal wear and tear excepting].

[c] That the Second Party shall pay backup charges, common area maintenance charges as may be fixed by the First party for the said purpose along with applicable service tax on or before the 7th day of every succeeding month.

[d] That the First Party shall provide power connection as per requirement with at least one/three phased point in the said premises, along with 100% power back up. A separate meter will be installed by the second party at their own cost.

[e] That the First Party shall provide/arrange uninterrupted water supply and a separate meter in respect thereof. The plumbing and drainage points shall also be provided by the First party.

[f] That the parties hereto have agreed and undertaken to pay their separate tax and other liabilities punctually and indemnify the other party[s] and the said premises / retail outlet against any attachment, seizure or sale thereof.

[12] **FIRE SAFETY.** Fire precautions and safety drills as intimated by first party should be continuously followed.

[13] **Force Majeure.** First party shall in no way be responsible for any failure or losses suffered by second party due to any of the following clauses : Act of God, accident, riot, epidemic, action of war or terrorism, disturbance, communication breakdown etc.

[14] **Penalty Clause.** Highest quality of products will be sold to ensure that no health hazard takes place. **In case of any sickness suffered by the customer the vendor will be required to bear the expense @ five times the cost of actual medical expenditure.** In case of non performance, hygiene issue the first party may impose a penalty of Rs 500/- on the second party for the first time, Rs 1000/- for second time and will be cancel the contract with immediate effect if the fault repeats third time.

[15] **Dispute Resolution**

That the parties shall resolve all disputes in connection with this Agreement amicably by mutual negotiations, failing which the parties herein shall refer the dispute for arbitration in accordance with the Arbitration and Conciliation Act, 1996 with its statutory modifications, enactments or re-enactments thereto before resorting to litigation in which case the Courts in Jaipur shall have the jurisdiction.

IN WITNESS WHEREOF both the parties have put their signatures on these present in token of acceptance of the terms mentioned above.

WITNESS:

1.

For M/s Amity Education Infrastructure Pvt Ltd.

Authorized Signatory
FIRST PARTY

2.

For Vinay [Signature]

For [Signature]

Auth. Sign.

Authorized Signatory
SECOND PARTY

Recived
[Signature]

<u>Item</u>	<u>Selling Price</u>
Hot and Cold Beverages*	
Nescafe coffee	.
Nescafe Cappuccino	15
Cafelatte	20
Café Mocha	20
Choco Delite	20
Nescafe Espresso w/o sugar	20
Tea with Tea Bag	15
Masala Tea	10
Maggi Soup - Tomato	10
Hot Lemon Tea	15
	10
Cold Refereshher (Small)	
Nestea iced Tea - Lemon	35
Nescafe Frappe	45
Nesquik Chocolate Shake	40
Eatables	
	Selling Price
Veg Burger	45
Muffins	30
Pinappale Pastry	50
Chocolate Truffle	55
Veg Puff	20
Cheese Masala	35
Sweetcron Puff	30
Chilly Panner	30
Grilled (Sanwich Bread)	55
Paneer Tikka Sandwich/Brown Bread	55/60
Garlic Bread	50
Cream Roll	25
Pizza	
Cotc Pizza	70
Paneer Tikka Pizza	80
Maggi Noodles	
Maggi Noodles Extra Masala	30
Maggi Noodles Veg. Atta	35
Maggi Pazta	45
Maggi Pazta Cheese	40
Veg. Momos (4pcs.)	30
Vada Pav	30
Spring Roll	45
French Fries (Per Plate)	45
Paneer Kulcha	45
Veg. Kathi Roll	50
Paneer Hot Dog	45
Extra Cheese/Mayo/Paneer/Vagitable	10 Rs Extra
Cake	Rs 250 per Pound
Nestle Fried Rice	50
Nestle Manchurrian	50
Idli Sambhar	35
Chhole Kulche	50
Nestle range of Chocolates & Confectionery and Fresh Dairy Products	On MRP



AMITY EDUCATION INFRASTRUCTURE PVT. LTD.

Regd. Office: E-27, Defence Colony, New Delhi - 110 024.

Tel : 24339700, 24331960, Fax : 24339300, 24339400

CIN U80900DL2008PTC175112

MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT is made and executed at New Delhi on this **28th day of November, 2022** between

M/s Amity Education Infrastructure Pvt. Ltd., a Company incorporated under the Companies Act, 1956 and having its Registered Office at E-27, Defence Colony, New Delhi-110024 represented by its Authorised Signatory [hereinafter called the "First Party", which expression unless opposed or repugnant to the context hereof includes its/successors, liquidators and assigns] of the First Part.

AND

VINAYAK AGENCIES JAIPUR, E2/171 Chitrakoot, JAIPUR, an authorized franchisee of M/s Sankalp for operating "SOUTH INDIAN FOOD COURT" represented by its Authorized Signatory **Mr. Deepak Gupta** [hereinafter called the "Second Party", which expression unless opposed or repugnant to the context hereof includes its successors, liquidators and assigns] of the Second Part.

Whereas Ritnand Balved Education Foundation, a Society registered under the Societies Registration Act, 1860 (hereinafter referred to as RBEF) is the Owner/Lessee and in possession of and otherwise well and sufficiently entitled to all land & building at SP-1, Kant Kalwar, Jaipur known as 'Amity University Campus', built on plot of land admeasuring 152 acres demised by RIICO vide Lease Deed dated 22nd November, 2004 [hereinafter referred to as 'the said premises']. And Whereas RBEF has entrusted the responsibility of maintenance and development of a food court and general amenities complex, for the benefit of the students residing in the hostel building and also for the day scholars attending classes at the Campus, to the First Party. The First Party has earmarked space for occupancy by food & other outlets of high service quality for the benefit of the students. And Whereas the Second Party has approached and requested the First Party to give to it a space **(470 Sq Ft) in SRC Building** on lease and maintenance basis for setting up its retail outlet referred to as '**Sankalp Food Corner**' for the benefit of occupants and their employees for a period of **One Year from 01 Aug 2022 to 31 Jul 2023** to which the First Party has agreed. Accordingly this Agreement to maintenance is being executed incorporating therein the terms and conditions mutually agreed between the parties.

For Vinayak Agencies Contd2/-

DIRECTOR ADMIN.

Auth. Sign.

28 NOV 2022

क्रमांक ...1.1.3.1..

दिनांक 28.11.2022

मुद्रांक का मूल्य

100/-

क्रेता का नाम

AMITY EDUCATION INFRASTRUCTURE PVT. LTD.

पता

NEW DELHI

सम्बंधित कार्य का मुल्यांकन : शपथ पत्र हेतु।

विनोद कुमार शर्मा

लान 60/2020

BL, वैशाली नगर जयपुर

28 NOV 2022

राजस्थान स्टाम्प अधिनियम 1998 के अन्तर्गत स्टाम्प राशि पर प्रभारित अधिभार
(1). आधारभूत अवसंरचना सुविधाओं हेतु (धारा 3 क)- 10 प्रतिशत रूपये - 10
(2). गाय और उसकी नस्ल के संरक्षण और संवर्धन हेतु (धारा 3 ख)/प्राकृतिक आपदाओ एवं मानव निर्मित आपदाओ के निवारण हेतु - 20 प्रतिशत रूपये - 20
कुल योग - 30
हस्ताक्षर स्टाम्प वेण्डर

हस्ताक्षर क्रेता.....

आई.डी.नं.....

मो. नं.....

THIS AGREEMENT OF MAINTENANCE WITNESSETH AND it is hereby agreed by and between the parties hereto as under:-

Granting of Agreement

[i] The First Party hereby grants leave, liberty and permission to the Second Party to use the said premises for setting up and operating its retailing business relating to **South Indian Food** (as mentioned in Annexure 1) and excluding any non-vegetarian food item as from time to time be determined by the First Party in the name and style as may be determined by the First Party to use in the future at its sole discretion [hereinafter referred to as the 'Retail Business'] for the benefit of students and the employees of the Amity University Campus for the term set out hereunder.

[ii] The Second Party shall carry out all fit out work at its own cost. The said premises would be provided to the Second Party in a bare shell condition. The fit outs would be carried out by the Second Party without making any structural changes. In case any fit outs are carried out by the First Party on behalf of the Second Party, the cost would be reimbursed by the Second Party to the First Party. The First Part would also recover any cost incurred by it towards development of common area in proportion to the said area to the Second Party.

[iii] That the physical possession along with the keys of the said premises has been handed over to the Second Party.

~~may be determined by the first party to use in the future at its sole discretion.~~

[iv] That the overall control, supervision and possession of the said premises shall always remain with and considered to remain with the First Party.

Commencement and the term of Agreement That this agreement shall come into operation and shall remain in force for a term of One year (ie effective date) which commences after the rent free period of 0 days from taking possession of the said premises. The existing contract renewed from the effective date **(i.e. 01 Aug 2022 to 31 Jul 2023)** shall be a lock in period for the Second Party.

Extension and Renewal That this Agreement may be renewed for such further period and on such terms and conditions as may be mutually agreed between the parties at the time of renewal. On such renewal, fresh maintenance Agreement shall be executed at the cost and expense of both the parties.

Preliminary covenant by the Second Party That the Second Party hereby covenants and agrees with the First Party that the Second Party shall during the subsistence of this Agreement, set up and operate its retail outlet referred to herein as '**Sankalp Food Corner**' in the said premises in a professional and business like manner. The Second Party further covenants and agrees not to do or cause to be done any act or omission or commission which may in any manner, adversely or prejudicially affect the First Party's right, title and interest in the said premises or fixtures and fittings installed or provided therein.

Working Arrangements

[a] That the Retail Outlet shall function and remain open during the timings fixed by the authorities for setting up and operating the retail outlet to the benefit of students and employees.



For Vinayak Agencies Jalpu

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Auth. sign.

- [b] That the Second Party shall at its own expense, obtain all permissions necessary to set up and operate the retail outlet referred to herein as 'Sankalp Food Corner' and the First Party shall co-operate for procuring the necessary documents.
- [c] The Second Party has agreed to arrange and provide all the necessary equipment, furniture, fittings and gadgets of standard quality required to set up and operate the retail outlet referred to herein as 'Sankalp Food Corner'.
- [d] That the Second Party shall ensure that the said premises are cleaned properly, in all respects and no objectionable material/object is left behind in the said premises after the close of the outlet which may cause any kind of embarrassment or problem to the First Party and all, garbage disposed off latest by the next day in the morning.
- [e] That the Second Party shall be responsible for the complete management and control of the business of retail outlet and the Second Party shall scrupulously observe and follow all standards prescribed under the provisions of Food and Adulteration Act, all labour laws, rules and regulations as are in force or introduced from time to time with respect to employment of personnel, payment of wages, compensation, welfare etc. all laws relating to GST, PF and ESI etc., and the First Party shall not in any manner be responsible or liable thereof.
- [f] The First party shall insure the structure of the premises against third party (and other group)/individuals) risks. The Second party shall insure any interiors customized by them and any furniture that may belong to them against third party risks. First party shall in no way be responsible for the loss suffered by second party due to damage to its interiors/furniture by action of any third party.
- [g] That all expenses for setting up and operating the retail outlet at the said premises like water, electricity, telephone, salary/wages of employees/workers service tax, levies fixed by RIICO /any other Authority/Body etc. shall be borne by the Second Party.
- [h] That the Second Party shall not purchase any goods of any kind in the name of the First Party nor shall incur or create any liability on behalf of the First Party nor in any way pledge or purport to pledge the credit of the First Party or the said premises or any equipment and fittings installed/provided therein by the First Party.
- [i] That the Second Party shall be solely responsible to control the activities at the said premises and ensure proper decorum, decency and discipline. They shall fully control any unruly behavior of any of the guest[s] Customer[s] and to that extent shall ensure proper check on consumption of liquor etc.
- [j] That no employee or any other person of the Second Party shall be permitted to sleep in the said premises during the night except for minimum ward and watch.
- [k] **Statutory Compliances.** That the Second Party shall be responsible to deal with officials of Revenue Department, House Tax ,Building Department, Police, Excise, Electricity Board and Labour Department and shall be responsible for all or any action, Civil or Criminal, that may be taken by the authorities in this behalf. The First Party covenants and assures the Second Party that it will provide all assistance to the Second Party in its dealings with all Government, Local and Jaipur Authorities with respect to the holding and organizing the functions.
- [l] That the Second Party shall have no title whatsoever to the ownership of the said premises and fixtures and fittings, provided/ installed therein by the First Party, which

For Vinayak Agencies Jalpu



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Auth. Sign.

are and shall continue to be sole and exclusive property of the First Party and the Second Party shall restore the same to the First Party on the expiry of this Agreement, in the same good condition [reasonable wear and tear exempted] and shall make good to the First Party any damage done thereto.

[m] That the Second Party shall under no circumstances sell or part with or encumber the said premises or any part of fixtures and fittings installed / provided therein by the First Party, provided a part of the said premises shall be shared by any subsidiary or group companies of the Licensee. They shall always be used by the Second Party itself as trustee of the First Party and it shall not claim any lien or right of detention over the said articles or goods whether on account of any money[s] owing by the First Party to the Second Party under this Agreement or otherwise.

Likewise the said premises shall not be assigned, conveyed or parted with during the tenure of this agreement, provided in the event of sale of the said premises the Licensor shall ensure that the terms and conditions of this agreement shall remain intact and that the agreement continues with the prospective purchaser till the expiry of this agreement.

[n] That the First Party shall bear and pay all ground/lease rent payable to any other Authority or Body concerned with the said premises and it shall at all times keep the Second Party indemnified against all claims and demands in this respect.

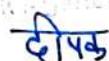
[o] That the Second Party covenants with the First Party that it shall use the said Premises as licensee of the First Party's premises and shall not use the same for any immoral/unlawful activities or claim any right, title or interest whatsoever in the said premises and the fixtures and fittings installed/provided therein as tenant or in any other manner whatsoever.

[p] That the First Party and/or any person[s] authorized by it would have full powers and right to inspect, observe, supervise and watch the activities of the Second Party in the said premises.

- [6] **FIRE SAFETY.** Fire precautions and safety drills as intimated by first party should be continuously followed.
- [7] **Force Majeure.** First party shall in no way be responsible for any failure or losses suffered by second party due to any of the following clauses : Act of God, accident, riot , epidemic, action of war or terrorism, disturbance, communication breakdown etc.
- [8] **HYGIENE REGULATIONS: Second Party will** observe, perform and follow hygiene regulations. Cleanliness & Pest Control for the Mess, Kitchen Area and Wash Room , regular cleaning of drainage system will be arranged by Second Party.
- [9] **Penalty Clause.** Hygienic food will be served to ensure that no health hazard takes place. **In case of any sickness suffered by the student/faculty and staff, the vendor will be required to bear the expense @ ten times the cost of actual medical expenditure.** In case of non performance, hygiene issue the first party may impose a penalty of Rs 500/- on the second party for the first time, Rs 1000/- for second time and will be cancel the contract with immediate effect if the fault repeats third time.
- [10] **Electricity and water charges.** The second party will pay electricity and water charges as per actual usage and as per prevailing rate.


DIRECTOR

For Vinayak Agencies, Jodhpur



Contd.....5/-

Auth. Sign.

[11] Maintenance Fee and Mode of Payment

[a] That the Second Party shall pay to the First Party an amount of **Rs. 27500/-** plus applicable taxes per month as maintenance fee / consideration for privilege and liberty granted to the Second Party to set up and operate the retail outlet called '**Sankalp Food Corner**' in the said premises. The rent may increase on renewal. The increase & periodicity will be subject to change from time to time as decided by management.

[b] That it is agreed between the parties that the account shall be settled monthly in advance by the 7th day of each month, with / without raising of an invoice by the first party setting out the amount payable by the second party and the amount of service tax thereon.

(c) Security deposit.

The Second Party has hereby placed as Security deposit a sum of Rs 50000/- (Rupees Fifty Thousand only), (Already available with First party), which is equivalent to Two months maintenance fee as mentioned in Clause 11 (a) above, at the time of execution of this Agreement of Lease. The security Deposit will be paid by the Second party to the First party as detailed below

A total sum of Rs _____ (Rupees _____ only) by way of Cheque _____ dated _____ drawn on _____ in favour of the First Party.

The said amount of security deposit will be repaid to the Second Party, free of interest at the end of the period of lease or on termination which ever is earlier by way of demand draft payable at _____ drawn in favour of second party, failing which the First Party shall be liable to pay interest at 12% p.a. from the due date till the date of refund of the said deposit.

The First party shall refund the said deposit upon the Second party delivering vacant possession of the Scheduled premises. The Second Party shall vacate the scheduled premise without any further obligation on or before expiry of lease period or notice period, failing which the Second Party shall pay double the maintenance fee for such extended period. The First Party shall be at liberty to deduct charges on account of damage caused or for delayed payments or any justified amount from the security deposit.

In the event of delay or failure on the part of the First Party in refunding the Security Deposit, Second Party shall be entitled to retain the keys of the Scheduled Premises till the repayment of the security deposit without any further liability with regard to rent till such time as the security deposit payable is returned to the Second party by the First Party. The First party shall be liable to pay interest at 12% p.a. from the due date till the date refund of the said deposit.

[12] Termination of the Agreement

[a] That this Agreement shall terminate on the expiry of the term of **01 Year** from the date of commencement (**i.e. 01 Aug 2022**) as stated in Clause 2 herein above.

[b] That the First Party may terminate this Maintenance Agreement by giving written notice of 30 days in the event that the Second Party fails to pay monthly maintenance fee herein reserved in respect of three consecutive months in spite of service of notice to this effect.


DIRECTOR ADMN.

For Vinayak Agencies Jalegaon


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Auth. Sign.

[c] That the Second Party may terminate this Agreement by giving three months advance notice of termination in writing to the First Party.

[d] That upon determination of this Agreement, the First Party shall inspect the said premises and fixtures and fittings in order to ascertain their condition and to ensure that no damage has been caused to them. In case of any damage or deterioration in the condition of the said premises or items, the First Party shall be entitled to recover the cost of restoration of the said premises and fixtures and fittings from the Second Party.

[e] That upon termination of this Agreement, the Second Party shall forthwith remove all its goods, (within 7 days from termination) articles, equipment etc. lying in the said premises and in case of failure of the Second Party to do so, the First Party shall have right to remove the same to which the Second Party shall have no objection whatsoever.

[13] **Assignment:** That the Second Party shall not assign, transfer, charge or encumber in any manner this Agreement or its rights and benefits under this Agreement to any other person without the prior written approval of the First Party. Any consent granted by the First Party to any Assignment shall not be deemed a waiver in any subsequent case and shall not absolve the Second Party in respect of any liability under this Agreement or claim which the First Party has against the Second Party in respect of antecedent breach of covenant or condition herein contained or any obligation and liability incurred under this Agreement prior to the effective date of assignment.

[14] **Mutual Covenants and Indemnity**

[a] That the Retail Outlet shall be named and styled as '**Sankalp Food Corner**'. It is specifically agreed that the Second Party shall not be entitled to use any other name in future for the said Retail Outlet.

[b] That the Second Party shall keep the said premises together with toilets, fixtures and fittings therein in good conditions and order and shall not cause or suffer any damage thereto [normal wear and tear excepting].

[c] That the Second Party shall pay backup charges, common area charges as may be fixed by the First party for the said purpose along with applicable service tax on or before the 7th day of every succeeding month.

[d] That the First Party shall provide power connection with a separate meter/sub-meter [with at least one three phased point in the said premises, along with 100% power back up.

[e] That the First Party shall provide/arrange uninterrupted water supply and a separate meter in respect thereof. The plumbing and drainage points shall also be provided by the First party.

[f] That the parties hereto have agreed and undertaken to pay their separate tax and other liabilities punctually and indemnify the other party[s] and the said premises / retail outlet against any attachment, seizure, or sale thereof.

[15] **Dispute Resolution** That the parties shall resolve all disputes in connection with this Agreement amicably by mutual negotiations, failing which the parties herein shall refer the dispute for arbitration in accordance with the Arbitration and



For Vincent

2/4/15

Contd7/-

Conciliation Act, 1996 with its statutory modifications, enactments or re-enactments thereto before resorting to litigation in which case the Courts in Jaipur shall have the jurisdiction.

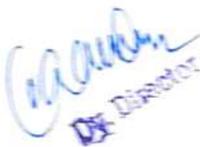
IN WITNESS WHEREOF both the parties have put their signatures on these present in token of acceptance of the terms mentioned above.

WITNESS:

1.



For M/s Amity Education Infrastructure Pvt Ltd.
Authorized Signatory
FIRST PARTY


Director - Amity

2.

For CIUS

Authorized Signatory
SECOND PARTY

Received
CIUS

Sankalp Eatery Menu

Snacks		Rate
Bhaji Pav		55
Chole Kulche (Oval 2 Pc)		60
French Fries (Masala / Salted / Peri Peri)		45
Garlic Breads (2 Pcs)		35
Garlic Breads with Cheese (2 Pcs)		45
South Indian		Rate
(Served with Sambar / Coconut Chutney)		
Uppma		45
Miniature Iddlis (6 Pcs)		45
Wada (4 pcs)		60
Iddli Wada (2 Pcs + 2 Pcs)		50
Cocktail Iddli (6 Pcs)		60
Rasam Iddli (6 pcs)		65
Rasam Wada (4 Pcs)		80
Uttapam Plain		70
Veg Uttapam		75
Plain Dosa		65
Masala Dosa		75
Rava Dosa		75
Mysore Dosa		85
Combo Meals		
(Served with Lachha Paratha / Jeera Rice + Onions + Pickles + Papad)		
Paneer Butter Masala		145
Paneer Bhurji		145
Mix Vegetable		140
Chana Masala		130
Veg Jalfraizee		130
Aloo Mutter		130
Rajma		125
Dal Makhani		125
Dal Fry		125
Special Full Meal		
2 Vegetable + Choice of Dal +		175
2 Pc Lachha Paratha + Jeera Rice + 1 Soft Serve (In Cup)		
Extra Items :		
Pav		10
Lachha Paratha		15
Kulcha (1 Pc)		20
Bottled Water		MRP
SOFTY IN CUP OR SUGAR CONE @ Extra Rs.10/-		RATE
MAD VANILLA		30
SWISS CHOCOLATE		35
CHOCO-VANILLA		35

[Signature]
DIRECTOR/EMM

FOR

6/1/16

THICK SHAKES (200 ML)	RATE
MAD-VANILLA	50
LYCHEE	60
STRAWBERRY	75
STRACIATELLA (DARK CHOCOLATE)	60
ALFONSO MANGO	75
BLUE BERRY	75
MOCHA CRUNCH	75
CARAMELLO	75
BANANA	75
GIANDUJA (DARK CHOC-HAZELNUT)	90
BLACK FOREST	90
CHOCO-WALNUT	75
KAJU ANJEER	90
KESAR ELAICHI	90


 DIRECTOR COMM.

दीपक

AMITY EDUCATION INFRASTRUCTURE PVT. LTD.

Regd. Office: E-27, Defence Colony, New Delhi - 110 024.

Tel : 24339700, 24331960

Fax : 24339300, 24339400

CIN U80900DL2008PTC175112

LICENSE AGREEMENT TEA STALL

THIS AGREEMENT OF LICENSE is made and executed at New Delhi on this 02nd day of Sep 2022 between

M/s Amity Education Infrastructure Pvt. Ltd., a Company incorporated under the Companies Act, 1956 and having its Registered Office at E-27, Defence Colony, New Delhi-110024 represented by its Authorised Signatory [hereinafter called the "First Party", which expression unless opposed or repugnant to the context hereof includes its/successors, liquidators and assigns] of the First Part.

AND

Mr. Om Prakash Kumhar resident of **Village/PO – Chak Charanwas Tehsil – Jamwaramgarh, Distt – Jaipur (Rajasthan)** [hereinafter called the "Second Party", which expression unless opposed or repugnant to the context hereof includes its successors, liquidators and assigns] of the Second Part.

Whereas Ritnand Balved Education Foundation, a Society registered under the Societies Registration Act, 1860 (hereinafter referred to as RBEF) is the Owner/Lessee and in possession of and otherwise well and sufficiently entitled to all land & building at SP-1, Kant Kalwar, Jaipur known as 'Amity University Campus', built on plot of land admeasuring 152 acres demised by RIICO vide Lease Deed dated 22nd November, 2004 [hereinafter referred to as 'the said premises']. And Whereas RBEF has entrusted the responsibility of maintenance and development of a food court and general amenities complex, for the benefit of the students residing in the hostel building and also for the day scholars attending classes at the Campus, to the First Party. The First Party has earmarked space for occupancy by food & other outlets of high service quality for the benefit of the students. And Whereas the Second Party has approached and requested the First Party to give to it a space admeasuring **9'x6' & 8'x14' Sq Ft (Two Kiosks) in open area (Near DG 1 and Hostel H-5)** and numbered for ease of identification (hereinafter referred to as the said premises) on leave and license basis for setting up its retail outlet referred to as 'Omprakash Kumhar - Tea Stall', for the benefit of occupants and their employees for a period of **One year from 01 Jul 2022 to 30 Jun 2023** to which the First Party has agreed. Accordingly this Agreement to License is being executed incorporating therein the terms and conditions mutually agreed between the parties.

NOW THIS AGREEMENT OF LICENSE WITNESSETH AND it is hereby agreed by and between the parties hereto as under:-



Contd....2/-

ओम प्रकाश

[1] **Granting of License**

[i] The First Party hereby grants leave, liberty and license to the Second Party to use the said area for setting up and operating its retailing business relating to **Tea Stall** (as mentioned in Annexure 1) and excluding any non-vegetarian food items as from time to time be determined by the First Party in the name and style as may be determined by the First Party to use in the future at its sole discretion [hereinafter referred to as the 'Retail Business'] for the benefit of students and the employees of the Amity University Campus for the term set out hereunder.

[ii] The Second Party shall carry out all fit out work at its own cost. The said area would be provided to the Second Party in a bare shell condition. The fit outs would be carried out by the Second Party without making any construction. In case any fit outs are carried out by the First Party on behalf of the Second Party, the cost would be reimbursed by the Second Party to the First Party. The First Part would also recover any cost incurred by it towards development of common area in proportion to the area licensed to the Second Party.

[iii] That the overall control, supervision and possession of the said premises shall always remain with and considered to remain with the First Party.

[2] **Commencement and the term of Agreement**

That this agreement shall come into operation and shall remain in force for a term of One year (ie effective date) which commences after the rent free period of 0 days from taking possession of the licensed premises. The initial 12 months from the effective date (**i.e. 01 Jul 2022 to 30 Jun 2023**) shall be a lock in period for the Second Party.

[3] **Extension and Renewal**

That this Agreement may be renewed for such further period and on such terms and conditions as may be mutually agreed between the parties at the time of renewal. On such renewal, fresh License Agreement shall be executed at the cost and expense of both the parties.

[4] **Preliminary covenant by the Second Party**

That the Second Party hereby covenants and agrees with the First Party that the Second Party shall during the subsistence of this Agreement, set up and operate its retail outlet referred to herein as '**Omprakash Kumhar - Tea Stall**' in the said premises in a professional and business like manner.



Contd....3/-
Omprakash Kumhar

The Second Party further covenants and agrees not to do or cause to be done any act or omission or commission which may in any manner, adversely or prejudicially affect the First Party's right, title and interest in the said premises or fixtures and fittings installed or provided therein.

[5] **Electricity and Water Charges**

That the second party will pay the electricity charge as decided by first party. Presently, the electricity charge is Rs. 11/- per unit. The water charges will also be paid by the second party as and when the first party decides.

[6] **Working Arrangements**

[a] That the Retail Outlet shall function and remain open during the timings fixed by the authorities for setting up and operating the retail outlet to the benefit of students and employees.

[b] That the Second Party shall at its own expense, obtain all permissions necessary to set up and operate the retail outlet referred to herein as '**Omprakash Kumhar - Tea Stall**' and the First Party shall co-operate for procuring the necessary documents.

[c] The Second Party has agreed to arrange and provide all the necessary equipments, furniture, fittings and gadgets of standard quality required to set up and operate the retail outlet referred to herein as '**Omprakash Kumhar - Tea Stall**'.

[d] That the Second Party shall ensure that the said premises are cleaned properly, in all respects and no objectionable material/object is left behind in the said premises after the close of the outlet which may cause any kind of embarrassment or problem to the First Party and all, garbage disposed off latest by the next day in the morning.

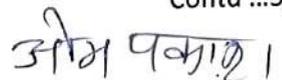
[e] The First party shall insure the structure of the premises against third party (any other group)/individuals) risks. The Second party shall insure any interiors customized by them and any furniture that may belong to them against third party risks. First party shall in no way be responsible for the loss suffered by second party due to damage to its interiors/furniture by action of any third party.

[f] That the Second Party shall be responsible for the complete management and control of the business of retail outlet and the Second Party shall scrupulously observe and follow all standards prescribed under the provisions of Food and Adulteration Act, all labor laws, rules and regulations as are in force or introduced from time to time with respect to employment of personnel, payment of wages, compensation, welfare etc. all laws relating to GST, PF and ESI etc., and the First Party shall not in any manner be responsible or liable thereof.

Contd....4/-

- [g] That the First party shall insure the structure of the premises against third party risks and the Second party shall insure the interiors and infrastructure of the licensed premises.
- [h] That all expenses for setting up and operating the retail outlet at the said premises like water, electricity, telephone, salary/wages of employees/workers service tax, levies fixed by RIICO /any other Authority/Body etc. shall be borne by the Second Party.
- [i] That the Second Party shall not purchase any goods of any kind in the name of the First Party nor shall incur or create any liability on behalf of the First Party nor in any way pledge or purport to pledge the credit of the First Party or the said premises or any equipment and fittings installed/provided therein by the First Party.
- [j] That the Second Party shall be solely responsible to control the activities at the said premises and ensure proper decorum, decency and discipline. They shall fully control any unruly behavior of any of the guest[s] Customer[s] and to that extent shall ensure proper check on consumption of liquor etc.
- [k] That no employee or any other person of the Second Party shall be permitted to sleep in the said premises during the night except for minimum ward and watch.
- [l] That the Second Party shall be responsible to deal with officials of Revenue Department, House Tax ,Building Department, Police, Excise, Electricity Board and Labor Department and shall be responsible for all or any action, Civil or Criminal, that may be taken by the authorities in this behalf. The First Party covenants and assures the Second Party that it will provide all assistance to the Second Party in its dealings with all Government, local and Jaipur Authorities with respect to the holding and organizing the functions.
- [m] That the Second Party shall have no title whatsoever to the ownership of the said premises and fixtures and fittings, provided/ installed therein by the First Party, which are and shall continue to be sole and exclusive property of the First Party and the Second Party shall restore the same to the First Party on the expiry of this Agreement, in the same good condition [reasonable wear and tear exempted] and shall make good to the First Party any damage done thereto.
- [n] That the Second Party shall under no circumstances sell or part with or encumber the said premises or any part of fixtures and fittings installed / provided therein by the First Party, provided a part of the licensed premises shall be shared by any subsidiary or group companies of the Licensee. They shall always be used by the Second Party itself as trustee of the First Party and it shall not claim any lien or right of detention over the said articles or goods whether on account of any money[s] owing by the First Party to the Second Party under this Agreement or otherwise.

Contd ...5/-

Likewise the licensed premises shall not be assigned, conveyed or parted with during the tenure of this agreement, provided in the event of sale of the licensed premises the Licensor shall ensure that the terms and conditions of this agreement shall remain intact and that the agreement continues with the prospective purchaser till the expiry of this agreement.

[o] That the First Party shall bear and pay all ground/lease rent payable to any other Authority or Body concerned with the said premises and it shall at all times keep the Second Party indemnified against all claims and demands in this respect.

[p] That the Second Party covenants with the First Party that it shall use the said Premises as licensee of the First Party's premises and shall not use the same for any immoral/unlawful activities or claim any right, title or interest whatsoever in the said premises and the fixtures and fittings installed/provided therein as tenant or in any other manner whatsoever.

[q] That the First Party and/or any person[s] authorized by it would have full powers and right to inspect, observe, supervise and watch the activities of the Second Party in the said premises.

[7] **License Fee and Mode of Payment**

[a] That the Second Party shall pay to the First Party an amount of **Rs. 9557/-** plus applicable service tax per month as license fee / consideration for privilege and liberty granted to the Second Party to set up and operate the retail outlet '**Omprakash Kumhar - Tea Stall**' in the said premises. The rent may increase on renewal. The increase & periodicity will be subject to change from time to time as decided by management.

[b] That it is agreed between the parties that the account shall be settled monthly in advance by the 7th day of each month, with / without raising of an invoice by the Licensor setting out the amount payable by the Licensee and the amount of service tax thereon.

[c] **SECURITY DEPOSIT:**

The Second Party has hereby placed as security deposit a sum of **Rs. 6000/- (Rupees Six thousand only)**, (already held with First party) which is equivalent to Two months license fee as mentioned in Clause 6 (a) above, at the time of execution of this Agreement of Lease. The security Deposit will be paid by the Second Party to the First Party.

The said amount of security deposit will be repaid to the Second Party, free of Interest at the end of the period of lease or on termination which ever is earlier by way of demand draft payable at Delhi drawn in favour of Second Party, failing which the First Party shall be liable to pay Interest at 12% p.a. from the due date till the date of refund of the said deposit.

 **ओम प्रकाश कुमहार** Contd...6/-

The First Party shall refund the said deposit upon the Second Party delivering vacant possession of the Scheduled Premises. The Second Party shall vacate the scheduled premise without any further obligation on or before expiry of lease period or notice period, failing which the Second Party shall pay double the license fee for such extended period. The First Party shall be at liberty to deduct charges on account of damage caused or for delayed payments or any justified amount from the security deposit.

In the event of delay or failure on the part of the First Party in refunding the Security Deposit, the Second Party shall be entitled to retain the keys of the Scheduled Premises till the repayment of the security deposit without any further liability with regard to rent till such time as the security deposit payable is returned to the Second Party by the First Party. The First Party shall be liable to pay Interest at 12% p.a. from the due date till the date of refund of the said deposit.

(8) **Penalty Clause.** Highest quality of products will be sold to ensure that no health hazard takes place. **In case of any sickness suffered by the customer the vendor will be required to bear the expense @ ten times the cost of actual medical expenditure.** In case of non performance, hygiene issue or shop not being opened for specific timings the first party may impose a penalty of Rs 500/- on the second party for the first time, Rs 1000/- for second time and will be cancel the contract with immediate effect if the fault repeats third time.

[9] **Termination of the Agreement**

[a] That this Agreement shall terminate on the expiry of the term of **01 Year** from the date of commencement (**i.e. 01 Jul 2022**) as stated in Clause 2 hereinabove.

[b] That the First Party may terminate this License Agreement by giving written notice of 30 days in the event that the Second Party fails to pay monthly license fee herein reserved in respect of three consecutive months inspite of service of notice to this effect.

[c] That the Second Party may terminate this Agreement by giving three months advance notice of termination in writing to the First Party.

[d] That upon determination of this Agreement, the First Party shall inspect the said premises and fixtures and fittings in order to ascertain their condition and to ensure that no damage has been caused to them. In case of any damage or deterioration in the condition of the said premises or items, the First Party shall be entitled to recover the cost of restoration of the said premises and fixtures and fittings from the Second Party.

[e] That upon termination of this Agreement, the Second Party shall forthwith remove all its goods, (within 7 days from termination) articles, equipment etc. lying in the said premises and in case of failure of the Second Party to do so, the First Party shall have right to remove the same to which the Second Party shall have no objection whatsoever.



31/07/21 Contd.....7/-

- [10] **Assignment:** That the Second Party shall not assign, transfer, charge or encumber in any manner this Agreement or its rights and benefits under this Agreement to any other person without the prior written approval of the First Party. Any consent granted by the First Party to any Assignment shall not be deemed a waiver in any subsequent case and shall not absolve the Second Party in respect of any liability under this Agreement or claim which the First Party has against the Second Party in respect of antecedent breach of covenant or condition herein contained or any obligation and liability incurred under this Agreement prior to the effective date of assignment.
- [11] **Mutual Covenants and Indemnity**
- [a] That the Retail Outlet shall be named and styled as '**Omprakash Kumhar - Tea Stall**'. It is specifically agreed that the Second Party shall not be entitled to use any other name in future for the said Retail Outlet.
- [b] That the Second Party shall keep the said premises good conditions and order and shall not cause or suffer any damage thereto [normal wear and tear excepting].
- [c] That the Second Party shall pay backup charges, common area maintenance charges as may be fixed by the First party for the said purpose along with applicable service tax on or before the 7th day of every succeeding month.
- [d] That the First Party shall provide power connection along with 100% power back up. An electric meter will be installed in the shop and the cost of the electric meter will be borne by the second party.
- [e] That the First Party shall provide/arrange uninterrupted water supply and a separate meter in respect thereof. The plumbing and drainage points shall also be provided by the First party.
- [f] That the parties hereto have agreed and undertaken to pay their separate tax and other liabilities punctually and indemnify the other party[s] and the said premises / retail outlet against any attachment, seizure or sale thereof.
- [12] **FIRE SAFETY.** Fire precautions and safety drills as intimated by first party should be continuously followed.
- [13] **Force Majeure.** First party shall in no way be responsible for any failure or losses suffered by second party due to any of the following clauses : Act of God, accident, riot , epidemic, action of war or terrorism, disturbance, communication breakdown etc.



Contd8/-
ओम कुमहार

[14] Dispute Resolution

That the parties shall resolve all disputes in connection with this Agreement amicably by mutual negotiations, failing which the parties herein shall refer the dispute for arbitration in accordance with the Arbitration and Conciliation Act, 1996 with its statutory modifications, enactments, or re-enactments thereto before resorting to litigation in which case the Courts in Jaipur shall have the jurisdiction.

IN WITNESS WHEREOF both the parties have put their signatures on these present in token of acceptance of the terms mentioned above.

1. For M/s Amity Education Infrastructure Pvt Ltd.

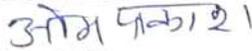


Authorized Signatory
FIRST PARTY

WITNESSES:



2. For 'Omprakash Kumhar - Tea Stall'



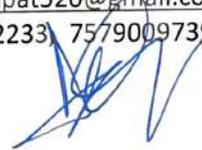
Authorized Signatory
SECOND PARTY

RATE LIST – OMPRAKASH KUMHAR TEA STALL

Srl No	ITEM	PRICE
1	TEA (Single)	Rs 6/-
	TEA (Double)	Rs 10/- (On demand only)
2.	Special Tea (Single/Double)	Rs 10/- and Rs 20/- (On demand only)
3.	Coffee (Single)	Rs 12/-
	Coffee (Double)	Rs 25/- (On demand only)
4.	Matthi	Rs 5/- per Piece
5.	Fan	Rs 5/- per Piece
6.	Momo Veg (Steam)	Rs 50/- (One Plate of 8 Pice)
	Momo Veg (Fry)	Rs 60/-
7.	Samosa, Kachori	Rs 12/-
8.	Toast	Rs 5/- per Piece
9.	Biscuit	Print Rate
10.	Bhikaji Namkin, Bhujia, Water Bottle, Ground Nut, Soya Stick, Nut Cracker & Moong Dal	Print Rate

Email rakeshprajapat520@gmail.com

Mobile : 8562012233, 7579009739

 3/12/21

AMITY EDUCATION INFRASTRUCTURE PVT. LTD.

Regd. Office: E-27, Defence Colony, New Delhi - 110 024.

Tel : 24339700, 24331960

Fax : 24339300, 24339400

CIN U80900DL2008PTC175112

LICENSE AGREEMENT FRUIT/VEGETABLE AND JUICE SHOP

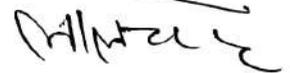
THIS AGREEMENT OF LICENSE is made and executed at New Delhi on this 07th day of Sep 2022 between

M/s Amity Education Infrastructure Pvt. Ltd., a Company incorporated under the Companies Act, 1956 and having its Registered Office at E-27, Defence Colony, New Delhi-110024 represented by its Authorised Signatory [hereinafter called the "First Party", which expression unless opposed or repugnant to the context hereof includes its/successors, liquidators and assigns] of the First Part.
AND

Mr. Lal Chand Sharma S/o Shri Ramdhan Sharma resident of **Village/PO – Bhanpur Kalan, Tehsil – Jamwaramgarh, Distt – Jaipur (Rajasthan)** [hereinafter called the "Second Party", which expression unless opposed or repugnant to the context hereof includes its successors, liquidators and assigns] of the Second Part.

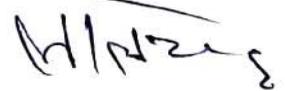
Whereas Ritnand Balved Education Foundation, a Society registered under the Societies Registration Act, 1860 (hereinafter referred to as RBEF) is the Owner/Lessee and in possession of and otherwise well and sufficiently entitled to all land & building at SP-1, Kant Kalwar, Jaipur known as 'Amity University Campus', built on plot of land admeasuring 152 acres demised by RIICO vide Lease Deed dated 22nd November, 2004 [hereinafter referred to as 'the said premises']. And Whereas RBEF has entrusted the responsibility of maintenance and development of a food court and general amenities complex, for the benefit of the students residing in the hostel building and also for the day scholars attending classes at the Campus, to the First Party. The First Party has earmarked space for occupancy by food & other outlets of high service quality for the benefit of the students. And Whereas the Second Party has approached and requested the First Party to give to it a space admeasuring **553.35 sq. ft.** super area and numbered for ease of identification (hereinafter referred to as the said premises) on leave and license basis for setting up its retail outlet referred to as '**Om Seemawat Fruit, Vegetable and Juice Corner**', for the benefit of occupants and their employees for a period of **One year from 01 Jul 2022 to 30 Jun 2023** to which the First Party has agreed. Accordingly this Agreement to License is being executed incorporating therein the terms and conditions mutually agreed between the parties.

Contd....2/-





Received contract copy



NOW THIS AGREEMENT OF LICENSE WITNESSETH AND it is hereby agreed by and between the parties hereto as under:-

[1] **Granting of License**

[i] The First Party hereby grants leave, liberty and license to the Second Party to use the said premises for setting up and operating its retailing business relating to **Fruit, Vegetables and Juice** (as mentioned in Annexure 1 to 3) and excluding any non-vegetarian food item as from time to time be determined by the First Party in the name and style as may be determined by the First Party to use in the future at its sole discretion [hereinafter referred to as the 'Retail Business'] for the benefit of students and the employees of the Amity University Campus for the term set out hereunder.

[ii] The Second Party shall carry out all fit out work at its own cost. The said premises would be provided to the Second Party in a bare shell condition. The fit outs would be carried out by the Second Party without making any structural changes. In case any fit outs are carried out by the First Party on behalf of the Second Party, the cost would be reimbursed by the Second Party to the First Party. The First Part would also recover any cost incurred by it towards development of common area in proportion to the area licensed to the Second Party.

[iii] That the physical possession along with the keys of the said premises has been handed over to the Second Party.

[iv] That the overall control, supervision and possession of the said premises shall always remain with and considered to remain with the First Party.

[2] **Commencement and the term of Agreement**

That this agreement shall come into operation and shall remain in force for a term of One year (ie effective date) which commences after the rent free period of 0 days from taking possession of the licensed premises. The initial 12 months from the effective date (**i.e. 01 Jul 2022 to 30 Jun 2023**) shall be a lock in period for the Second Party.

Contd....3/-

[3] **Extension and Renewal**

That this Agreement may be renewed for such further period and on such terms and conditions as may be mutually agreed between the parties at the time of renewal. On such renewal, fresh License Agreement shall be executed at the cost and expense of both the parties.

[4] **Preliminary covenant by the Second Party**

That the Second Party hereby covenants and agrees with the First Party that the Second Party shall during the subsistence of this Agreement, set up and operate its retail outlet referred to herein as "**Om Seemawat Fruit, Vegetable and Juice Corner**" in the said premises in a professional and business like manner.

The Second Party further covenants and agrees not to do or cause to be done any act or omission or commission which may in any manner, adversely or prejudicially affect the First Party's right, title and interest in the said premises or fixtures and fittings installed or provided therein.

[5] **Electricity and Water Charges**

That the second party will pay the electricity charge as decided by first party. Presently, the electricity charge is Rs. 11/- per unit. The water charges will also be paid by the second party as and when the first party decides.

[6] **Working Arrangements**

[a] That the Retail Outlet shall function and remain open during the timings fixed by the authorities for setting up and operating the retail outlet to the benefit of students and employees.

[b] That the Second Party shall at its own expense, obtain all permissions necessary to set up and operate the retail outlet referred to herein as "**Om Seemawat Fruit, Vegetable and Juice Corner**" and the First Party shall co-operate for procuring the necessary documents.

[c] The Second Party has agreed to arrange and provide all the necessary equipments, furniture, fittings and gadgets of standard quality required to set up and operate the retail outlet referred to herein as "**Om Seemawat Fruit, Vegetable and Juice Corner**".

Contd....4/-




[d] That the Second Party shall ensure that the said premises are cleaned properly, in all respects and no objectionable material/object is left behind in the said premises after the close of the outlet which may cause any kind of embarrassment or problem to the First Party and all, garbage disposed off latest by the next day in the morning.

[e] The quantity of Ice in the juice will not exceed 50 ml per glass.

[f] The First party shall insure the structure of the premises against third party (any other group)/individuals) risks. The Second party shall insure any interiors customized by them and any furniture that may belong to them against third party risks. First party shall in no way be responsible for the loss suffered by second party due to damage to its interiors/furniture by action of any third party.

[g] Only Fresh fruit will be used for juice and no rotten fruits will be used. If found so, the contract will be terminated immediately without any notice.

[h] That the Second Party shall be responsible for the complete management and control of the business of retail outlet and the Second Party shall scrupulously observe and follow all standards prescribed under the provisions of Food and Adulteration Act, all labor laws, rules and regulations as are in force or introduced from time to time with respect to employment of personnel, payment of wages, compensation, welfare etc. all laws relating to GST, PF and ESI etc., and the First Party shall not in any manner be responsible or liable thereof.

[i] That the First party shall insure the structure of the premises against third party risks and the Second party shall insure the interiors and infrastructure of the licensed premises.

[j] That all expenses for setting up and operating the retail outlet at the said premises like water, electricity, telephone, salary/wages of employees/workers service tax, levies fixed by RIICO /any other Authority/Body etc. shall be borne by the Second Party.

[k] That the Second Party shall not purchase any goods of any kind in the name of the First Party nor shall incur or create any liability on behalf of the First Party nor in any way pledge or purport to pledge the credit of the First Party or the said premises or any equipment and fittings installed/provided therein by the First Party.

Contd ...5/-

[l] That the Second Party shall be solely responsible to control the activities at the said premises and ensure proper decorum, decency and discipline. They shall fully control any unruly behavior of any of the guest[s] Customer[s] and to that extent shall ensure proper check on consumption of liquor etc.

[m] That no employee or any other person of the Second Party shall be permitted to sleep in the said premises during the night except for minimum ward and watch.

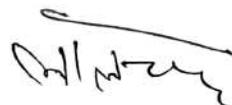
[n] That the Second Party shall be responsible to deal with officials of Revenue Department, House Tax ,Building Department, Police, Excise, Electricity Board and Labor Department and shall be responsible for all or any action, Civil or Criminal, that may be taken by the authorities in this behalf. The First Party covenants and assures the Second Party that it will provide all assistance to the Second Party in its dealings with all Government, local and Jaipur Authorities with respect to the holding and organizing the functions.

[o] That the Second Party shall have no title whatsoever to the ownership of the said premises and fixtures and fittings, provided/ installed therein by the First Party, which are and shall continue to be sole and exclusive property of the First Party and the Second Party shall restore the same to the First Party on the expiry of this Agreement, in the same good condition [reasonable wear and tear exempted] and shall make good to the First Party any damage done thereto.

[p] That the Second Party shall under no circumstances sell or part with or encumber the said premises or any part of fixtures and fittings installed / provided therein by the First Party, provided a part of the licensed premises shall be shared by any subsidiary or group companies of the Licensee. They shall always be used by the Second Party itself as trustee of the First Party and it shall not claim any lien or right of detention over the said articles or goods whether on account of any money[s] owing by the First Party to the Second Party under this Agreement or otherwise.

Likewise the licensed premises shall not be assigned, conveyed or parted with during the tenure of this agreement, provided in the event of sale of the licensed premises the Licensor shall ensure that the terms and conditions of this agreement shall remain intact and that the agreement continues with the prospective purchaser till the expiry of this agreement.

Contd6/-



[q] That the First Party shall bear and pay all ground/lease rent payable to any other Authority or Body concerned with the said premises and It shall at all times keep the Second Party indemnified against all claims and demands in this respect.

[r] That the Second Party covenants with the First Party that it shall use the said Premises as licensee of the First Party's premises and shall not use the same for any immoral/unlawful activities or claim any right, title or interest whatsoever in the said premises and the fixtures and fittings installed/provided therein as tenant or in any other manner whatsoever.

[s] That the First Party and/or any person[s] authorized by it would have full powers and right to inspect, observe, supervise and watch the activities of the Second Party in the said premises.

[7] **License Fee and Mode of Payment**

[a] That the Second Party shall pay to the First Party an amount of **Rs. 38398/-** plus applicable service tax per month as license fee / consideration for privilege and liberty granted to the Second Party to set up and operate the retail outlet called "**Om Seemawat Fruit, Vegetable and Juice Corner**" in the said premises. The rent may increase on renewal. The increase & periodicity will be subject to change from time to time as decided by management.

[b] That it is agreed between the parties that the account shall be settled monthly in advance by the 7th day of each month, with / without raising of an invoice by the Licensor setting out the amount payable by the Licensee and the amount of service tax thereon.

[c] **SECURITY DEPOSIT:**

The Second Party has hereby placed as security deposit a sum of **Rs. 33202/- (Rupees Thirty Three thousand two hundred and two only)**, (already held with First party) which is equivalent to Two months license fee as mentioned in Clause 6 (a) above, at the time of execution of this Agreement of Lease. The security Deposit will be paid by the Second Party to the First Party.

Contd7/-

[Handwritten signature]

The said amount of security deposit will be repaid to the Second Party, free of Interest at the end of the period of lease or on termination which ever is earlier by way of demand draft payable at Delhi drawn in favour of Second Party, failing which the First Party shall be liable to pay Interest at 12% p.a. from the due date till the date of refund of the said deposit.

The First Party shall refund the said deposit upon the Second Party delivering vacant possession of the Scheduled Premises. The Second Party shall vacate the scheduled premise without any further obligation on or before expiry of lease period or notice period, failing which the Second Party shall pay double the license fee for such extended period. The First Party shall be at liberty to deduct charges on account of damage caused or for delayed payments or any justified amount from the security deposit.

In the event of delay or failure on the part of the First Party in refunding the Security Deposit, the Second Party shall be entitled to retain the keys of the Scheduled Premises till the repayment of the security deposit without any further liability with regard to rent till such time as the security deposit payable is returned to the Second Party by the First Party. The First Party shall be liable to pay Interest at 12% p.a. from the due date till the date of refund of the said deposit.

(8) **Penalty Clause.** Highest quality of products will be sold to ensure that no health hazard takes place. **In case of any sickness suffered by the customer the vendor will be required to bear the expense @ ten times the cost of actual medical expenditure.** In case of non performance, hygiene issue or shop not being opened for specific timings the first party may impose a penalty of Rs 1000/- on the second party for the first time, Rs 2000/- for second time and will be cancel the contract with immediate effect if the fault repeats third time.

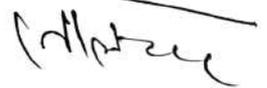
[9] **Termination of the Agreement**

[a] That this Agreement shall terminate on the expiry of the term of **01 Year** from the date of commencement (**i.e. 01 Jul 2022**) as stated in Clause 2 hereinabove.

[b] That the First Party may terminate this License Agreement by giving written notice of 30 days in the event that the Second Party fails to pay monthly license fee herein reserved in respect of three consecutive months inspite of service of notice to this effect..



Contd.....8/-



[c] That the Second Party may terminate this Agreement by giving three months advance notice of termination in writing to the First Party.

[d] That upon determination of this Agreement, the First Party shall inspect the said premises and fixtures and fittings in order to ascertain their condition and to ensure that no damage has been caused to them. In case of any damage or deterioration in the condition of the said premises or items, the First Party shall be entitled to recover the cost of restoration of the said premises and fixtures and fittings from the Second Party.

[e] That upon termination of this Agreement, the Second Party shall forthwith remove all its goods, (within 7 days from termination) articles, equipment etc. lying in the said premises and in case of failure of the Second Party to do so, the First Party shall have right to remove the same to which the Second Party shall have no objection whatsoever.

[10] **Assignment:**

That the Second Party shall not assign, transfer, charge or encumber in any manner this Agreement or its rights and benefits under this Agreement to any other person without the prior written approval of the First Party. Any consent granted by the First Party to any Assignment shall not be deemed a waiver in any subsequent case and shall not absolve the Second Party in respect of any liability under this Agreement or claim which the First Party has against the Second Party in respect of antecedent breach of covenant or condition herein contained or any obligation and liability incurred under this Agreement prior to the effective date of assignment.

[11] **Mutual Covenants and Indemnity**

[a] That the Retail Outlet shall be named and styled as "**Om Seemawat Fruit, Vegetable and Juice Corner**". It is specifically agreed that the Second Party shall not be entitled to use any other name in future for the said Retail Outlet.

[b] That the Second Party shall keep the said premises together with toilets, fixtures and fittings therein in good conditions and order and shall not cause or suffer any damage thereto [normal wear and tear excepting].

[c] That the Second Party shall pay backup charges, common area maintenance charges as may be fixed by the First party for the said purpose along with applicable service tax on or before the 7th day of every succeeding month.

Contd9/-

[Handwritten signature]

[Handwritten signature]

[d] That the First Party shall provide power connection along with 100% power back up. An electric meter will be installed in the shop and the cost of the electric meter will be borne by the second party.

[e] That the First Party shall provide/arrange uninterrupted water supply and a separate meter in respect thereof. The plumbing and drainage points shall also be provided by the First party.

[f] That the parties hereto have agreed and undertaken to pay their separate tax and other liabilities punctually and indemnify the other party[s] and the said premises / retail outlet against any attachment, seizure or sale thereof.

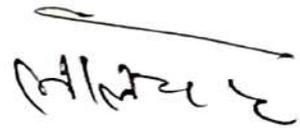
[12] **FIRE SAFETY.** Fire precautions and safety drills as intimated by first party should be continuously followed.

[13] **Force Majeure.** First party shall in no way be responsible for any failure or losses suffered by second party due to any of the following clauses : Act of God, accident, riot , epidemic, action of war or terrorism, disturbance, communication breakdown etc.

[14] **Dispute Resolution**

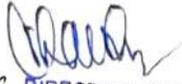
That the parties shall resolve all disputes in connection with this Agreement amicably by mutual negotiations, failing which the parties herein shall refer the dispute for arbitration in accordance with the Arbitration and Conciliation Act, 1996 with its statutory modifications, enactments, or re-enactments thereto before resorting to litigation in which case the Courts in Jaipur shall have the jurisdiction.

Contd.....10/-



IN WITNESS WHEREOF both the parties have put their signatures on these present in token of acceptance of the terms mentioned above.

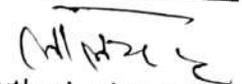
1. For M/s Amity Education Infrastructure Pvt Ltd.


DIRECTOR ADMN.
Authorized Signatory
FIRST PARTY

WITNESSES:



2. For "Om Seemawat Fruit, Vegetable and Juice Corner"


Authorized Signatory
SECOND PARTY

रेट लिस्ट : ओम सीमावत फल एवं ज्यूस कॉर्नर
मिल्क प्रोडक्ट्स एवं ब्रेड

क्रम संख्या	आइटम	आज की दर	
1	दूध अमूल/सरस फुल कीम	56/- प्रति लीटर	छपी हुई दरों के अनुसार
2	दूध अमूल/सरस टोंड	46/- & 44/- प्रति लीटर	
3	मीठी लस्सी - अमूल /सरस	15/- & 12/- प्रति पैकट	
4	नमकीन छाछ - अमूल/सरस	12/- & 10/- प्रति पैकट	
5	दही - अमूल/सरस	15/- & 15/- प्रति पैकट	
6	श्रीखण्ड - अमूल/सरस	15/- प्रति पैकट	
7	बटर - अमूल/सरस	46/- प्रति 100 ग्राम	
8	पनीर - अमूल/सरस	65/- & 60/- प्रति 200 ग्राम	
9	चीज क्यूब एवं स्लाइज - अमूल	12/- प्रति पैकट	
10	ब्राउन ब्रेड 400 ग्राम - ब्रिटानिया/माडर्न	30/- प्रति पैकट	
11	सादा ब्रेड 400 ग्राम - ब्रिटानिया/माडर्न	25/- प्रति पैकट	
12	सादा ब्रेड 200 ग्राम - ब्रिटानिया/माडर्न	15/- प्रति पैकट	
13	स्वीट बन 60 ग्राम - ब्रिटानिया/माडर्न	15/- प्रति पैकट	

अण्डा

क्रम संख्या	आइटम	दर
1	कच्चा अण्डा	7 प्रति नग या बाजार भाव के अनुसार
2	बॉयल अण्डा	9 प्रति नग

फल एवं सब्जियां

अचरोल मार्केट से कम से कम 5 प्रतिशत कम दर पर उपलब्ध होंगी ।

(Signature)

(Signature)

ज्यूस

क्रम संख्या	आइटम	बोर्ड दारा निर्धारित दरें	
1	वाटर मेलन तरबूज 250 मिली	15/- प्रति गिलास	गिलास २५० मिली लीटर का होगा
2	पाइनेपल ज्यूस 250 मिली	20/- प्रति गिलास	
3	ओरेंज ज्यूस 250 मिली	30/- प्रति गिलास	
4	मौसमी ज्यूस 250 मिली	35/- प्रति गिलास	
5	नींबू ज्यूस 250 मिली	15/- प्रति गिलास	
7	चुकन्दर ज्यूस 250 मिली	20/- प्रति गिलास	
8	अनार ज्यूस 250 मिली	45/- प्रति गिलास	
9	बील ज्यूस 250 मिली	15/- प्रति गिलास	
10	सेव ज्यूस 250 मिली	35/- प्रति गिलास	
11	चीकू ज्यूस 250 मिली	30/- प्रति गिलास	
12	मिक्स फ्रूट ज्यूस 250 मिली	30/- प्रति गिलास	
13	गन्ना जूस	20/- प्रति गिलास	
14	मेंगो शेक 250 मिली	25/- प्रति गिलास	
15	चोकलेट शेक 250 मिली	35/- प्रति गिलास	
16	स्टाबेरी शेक 250 मिली	40/- प्रति गिलास	
17	पपीता शेक 250 मिली	30/- प्रति गिलास	
18	बनाना शेक 250 मिली	25/- प्रति गिलास	
19	बादाम शेक 250 मिली	35/- प्रति गिलास	
20	ओरियो शेक	35/- प्रति गिलास	
21	मिरिडा शेक	35/- प्रति गिलास	

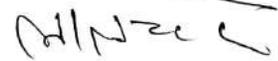
Wash

H/1/200

ICE CREAMS

Srl No	Items	Rate (in Rs)
Large Cup		
1.	Vanila Cup	10/-
2.	Strawberry	10/-
3.	Kesar Pista	22/-
Premium Cups		
4.	Strawberry Crush	35/-
5.	Cookies Crumb	35/-
6.	Chocolate Gateau	35/-
7.	Kesar Almond (Dietz)	35/-
8.	Shahi Mewa Malai	35/-
9.	Ammond Caramello	35/-
Lic Lolly/candy		
10.	Mango	10/-
11.	Cola	10/-
12.	Orange	10/-
Chillz bar		
13.	Choco Almond Crush (New)	30/-
14.	Chocolate bar	20/-
15.	EK DUUM AAM	20/-
16.	Mini Choco Bar	10/-
Fruits Bas (New)		
17.	Black Grape	10/-
18.	Fruit Puch	10/-

As per Print Rate



<u>Chillz Cone</u>		
19.	Choconado (New)	40/-
20.	Caramellado (New)	40/-
21.	Choco Bliss	35/-
22.	Butterscotch	30/-
23.	Choco vanilla	25/-
24.	Mini Choco Vanilla	15/-
<u>Bricks 750 ml</u>		
25.	Kesar Pista	190/-
<u>Dietz Sugar Free Tubs</u>		
26.	Kesar Almond	130/-
<u>Ice Cream Cake</u>		
27.	Pineapple Cake	400/-
28.	Black Forest Cake	400/-

01/12/22

Chillz