



महाराष्ट्र MAHARASHTRA

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9-12-2015

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र. को 5ला मि. अमरावती

वे. नो. 31के

राजेश शर्मा
मु. विवेका
कोट अज. ला. ज. 1/86



AGREEMENT OF SANT GADGE BABA AMRAVATI UNIVERSITY CANTEEN 2015-16

Party No.1 : Suryoday Abhinav Seva Sahakari Sanstha, Kandali,
Tq. Achalpur, Dist. Amravati.
Chairman - Shri Vaibhav N. Kale, Kandali,
Tq. Achalpur, Dist. Amravati.

Party No.2 : Registrar, Sant Gadge Baba Amravati University, Amravati.

LEAVE & LICENSE AGREEMENT BETWEEN "LICENSOR" AND THE "LICENSEE" REGARDING CANTEEN OF SANT GADGE BABA AMRAVATI UNIVERSITY.

Agreement is made at Amravati on this 18th day of December 2015 between Registrar, Sant Gadge Baba Amravati University, Amravati hereinafter referred to as the licensor' of the one part and (Party No.2) hereinafter referred to as the "Licensee" of the other part (Party No.1) as follows:

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वे. नो. 31के
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WHEREAS :

- 1) The Registrar is the custodian of a building of Canteen located at the West of Botany building in the University premises owned by the University for the purpose of a Restaurant on a monthly license fee of **Rs.45,678/-** (In words Rs. Forty Five Thousand Six Hundred Seventy Eight only) on the following conditions.
- 2) The Party No. 1 has given the highest offer of License fee to the Party No.2 to temporarily occupy and use a building mentioned above, admeasuring about 325.69 square meter for carrying of Canteen business on leave and license basis from **dated 19-12-2015** until the expiry of period i.e. **date 18-12-2016**. The Registrar has agreed to grant leave and license to the party No.1 to occupy and use the said building on the following terms & conditions agreed to between parties hereto.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:-

1. The Party No.1 shall pay the tendered amount within a week to the Registrar, Sant Gadge Baba Amravati University, Amravati.
2. Party No. 1 shall pay the monthly water charges as per meter reading or the rates fixed by the University.
3. The University will not supply the crockery and utensils (except furniture) to the Party No. 1. The Party No. 1 shall arrange the crockery and utensils at his cost required Tor the purpose of canteen.
4. Party No. 1 should submit the list of employees with addresses and should make clear who will be in-charge in absence of Party No. 1 in emergency.
5. The Party No.1 shall pay the electric energy charges as per the meter reading and rates fixed by M.S .E.B. time to time.
6. Party No.1 shall make good the damage, if any caused by the Party No.1 or its servants to the said premises or any other part of the building or its surroundings.
7. The License to occupy the said premises is liable to be terminated by one month's notice on either side.

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8. The Party No. 1 shall keep the said premises thoroughly clean, tidy and shall not store or allow to accumulate therein any refused or any articles a combustible or dangerous nature and shall not allow such articles to be used in manner endangering the safety to the building.
9. Necessary permission, as required, shall be obtained by the party No. 1 from Municipal Corporation or Govt. agency to run canteen and be displayed at the appropriate place in the canteen.
10. On the termination of the license either under clause (7) or (19), Party No. 1 shall vacate and give up possession of the premises, which shall be in thoroughly clean & tide condition failing which the University shall be at liberty to have the cleaning thereof carried out at the expenses of the party No. 1.
11. It is agreed by these presents the licensee does not acquired any right, title or interest in the said premises of canteen any manner whatsoever and would occupy the said premises of the Canteen during the currency of this agreement as a mere licensee.
12. The Party No. 1 licensee shall not be entitled to transfer the license to any person or allow any other person to occupy the said premises of canteen.
13. Party No.2 University shall not take any guarantee of the property of the party No.1 kept in and preserved in the said premises from injury or any damages.
14. The Party No. 1 at his cost immediately remove the articles of food and drink if not found suitable oh hygienic and sanitary ground as per the direction of Registrar, Sant Gadge Baba Amravati University, Amravati or his authorised representative and Party No. 1 shall comply the said order immediately.
15. Neither Party No.1 nor his servants shall cause any nuisance or give annoyance to the officer nor his establishment occupying the building nor shall interfere in any way with their quite and comforts, by any means i.e. playing Radio, Tape Recorder, TV. etc.
16. Party No.1 shall not make any additions or alterations to the said premises without the previous permission in wiling of the Party No.2, Registrar, Sant Gadge Baba Amravati University, Amravati. All such additions and

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alterations shall on the termination of the license, be the property of the University and Party No. 1 shall not be entitled to claim and compensation thereof. The University may, however, permit the Party/ No. 1 to remove any additions or alterations at his own expense.

17. The license fee, compensation or other charges payable by the Party No. 1 under these provisions shall be in arrears, the same shall be recoverable from Party No. 1 as an arrears of Land Revenue under the provision of the Maharashtra Land Revenue Code 1966 without prejudice to any other remedy which may be open to the Government.
18. The Party No.1 will be solely responsible regarding the complaints in respect of eatable.
19. Party No.1 shall agree to keep his restaurant open to all castes and communities without any distinction.
20. All the articles for the preparation of eatable items etc shall be fresh and of good quality and as well as crockery to be used in Canteen shall be of standard and good quality.
21. The Party No. 1 shall be responsible for the proper conduct of his staff and to see that any member of the staff conducts no unlawful activities on the premises. The behaviors of the staff shall be courteous and they should be dressed in clean uniform with badge and numbers. The Party No.1 is staff should wear clean uniforms. The Party No.1 shall provide dishes, tea according to the prescribed manner in the Annexure-1, food stuffs which shall be of the best quality, cooked, clean and whole-some. Food stuffs ingredients and entire premises allotted to the Party No. 1 shall be kept quite clean and will be subject to inspection of the Registrar or his authorized representative. The Party No. 1 staff should be periodically subjected to medical examination as may be directed by the Registrar, Sant Gadge Baba Amravati University, Amravati to ensure healthy condition in the canteen.
22. The Party No. 1 shall use quality Tea powder for the preparation of Tea. The Party No. 1 at his own cost bring and serve tea in the meeting of Management Council, Senate and other important meetings of the University in his own crockery. The party No. 1 shall serve Tea on the

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table of the officers of the University in their chambers as per their demand as and when they requires.

23. The Party No. 1 shall used fresh Vegetables and other articles.
24. The Party No. 1 should start the Canteen within a period of a week after the date of which the agreement is executed.
25. The Party No. 1 should not run another business in the Canteen and should not serve other eatable items, which are not included in the Annexure-1 as prescribed without permission of the University. As and when it shall come to the notice of the University, the license to the party No. 1 would be liable to be terminated at any time.
26. The Party No. 1 Shall use pure Groundnut Oil for preparing eatable items.
27. As per condition No. 22 of the Agreement, the tea powder used should be of Lipton, Brook Bond Tata Company or approved by the office.
28. The Party No.1 shall provide his services on all days including Sundays and Holidays.
29. This contract can be terminated in case of emergency at anytime by giving 24 hours notices.
30. The Party No.1 should prepare a Rate Board of the all articles of food of size 2ft.X 4ft. before taking possession of the Canteen as per approved rates display the said Rate Board at conspicuous place in the Canteen.
31. The Party No. 1 shall not sale Ghutkas, Tobacco or similar Tobacco mixed eatables and prohibit the consumer or any other person/s from smoking in the canteen in the interest of public health. He shall follow the provisions of Govt. Gazette dated 17.02.2000 and dated 17.02.2001 issued by the Commissioner, Food and Drug Administration, Maharashtra State and Food (Health). The party No. 1 shall not sale cold drinks as per direction of the Management Council dt. 30.08.2003 vide Item No.359.
32. The Party No. 1 has to deposit with the party No. 2 a sum of Rs. 40,000/- (Rs. Forty Thousand only) without interest as a Security and for the assurances and obligation of Party No.1. The said amount kept: as a Security deposit for the performance and observation of the terms and conditions of this agreement. That if the party No.1 commits breach of any terms or condition of this agreement and the License hereby granted will

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be terminated by the Party No. 2 and the Security deposit will be stand forfeited to the party No. 2 without prejudice to the other rights of the party No.2 under this agreement or in law and without license being absolved of his obligation under this agreement.

That however, if this agreement is terminated without any default on part of party No. 1 or its servants and agent or by the efflux of time, the said deposit will be refunded to party No. 1 without any interest, on such termination of license.

33. In case of Party No. 1 licensee does not vacate the premises on expiry of the term, then the party No.2 University shall be entitled to and he is hereby authorised by the Party No. 1 licensee to remove all the licensee's belongings and keep the same outside the said premises without being responsible for any loss or damages caused to the licensee's belongings. It shall be lawful for the party No.2 to restrained the Party No.1 licensee from entering in the said premises.

It is further agreed between the Party No.1 and Party No. 2 that in case the Party No. 1 fails to vacate the said premises on or before dt.18.12.2016 the deposit of Rs.40,000/- (Rupees Forty Thousand only) shall be forfeited and the party No.1 shall not claim the deposit whatsoever. So also the party No.1 shall pay the penalty ten time the amount of monthly license fee for every month till the party No.1 vacate the premises along with other damages and shall be liable for prosecution under the Maharashtra, Rent Control Act 1999 at the cost and consequences of the said licensee party No. 1.

34. It is hereby agreed by between the licensor Party No.2 and Licencee Party No.1 that the party No.1 shall read this leave and licence, agreement registered with the competent authority as required under the Maharashtra Rent control Act.
35. In the event of a breach of any of the aforesaid conditions mentioned in this agreement, it shall be open to University to serve with seven days notice to remedy the breach and on failure of Party No.1 to comply with such notice, to terminate forthwith the License granted to the Party No.1. This power shall be exercisable in addition to the power expressly given by any one of the aforesaid conditions.

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36. This agreement will also stand terminated on the Licensee going into liquidation voluntarily or through court.

IN WITNESS WHEREOF the parties hereto have put their hands the day and year first hereinabove written.

Date : 19/12/2015

This Day 19-12-2015

Valid Upto : 18.12.2016

Witness :

1) [Signature]
18/12/15

2) [Signature]
18/12/15

Party No.1

(Caterer)

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Party No.2

(Registrar, Sant Gadge Baba
Amravati University)

Prepared by

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Verified by

(Controlling Officer)

Approved by M.C.

Item No.: 136, Dt. 17.5.1997

Item No. 165, Dt. 27.5.2002

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संत गाडगे बाबा अमरावती विद्यापीठ
क्र.संगाबाअवि/१/१२३/४-७३० /२०१६
दिनांक - १६ डिसेंबर, २०१६

प्रति,

अध्यक्ष,
सुर्योदय अभिनव सेवा सहकारी
संस्था मर्या. कांडली, अचलपुर
अध्यक्ष, वैभव ना.काळे
कंत्राटदार, उपहारगृह,
विद्यापीठ परिसर, अमरावती

विषय - विद्यापीठ परिसरातील उपहारगृह चालविण्यास मुदतवाढ देण्याबाबत
संदर्भ - कार्यादेश क्र.संगाबाअवि/१/१२३/५-७२/२०१५, दि. १९.१२.२०१५

उपरोक्त संदर्भांकीत कार्यादेशानुसार आपल्या संस्थेशी उपहारगृह दि. १९.१२.२०१५ ते दि. १८.१२.२०१६ या एक वर्ष कालावधीकरीता चालविण्याबाबत करण्यात आलेला करार दि. १८.१२.२०१६ रोजी संपुष्टात येत आहे.

तथापी, विद्यापीठात येणारे अभ्यांगत, विद्यार्थी, शिक्षक आणि कर्मचारी यांच्या सोईच्या दृष्टीने आपल्या संस्थेस पुर्वीच्याच अटी, शर्ती व सध्याच्या मासिक भाड्याच्या अधिन राहून प्रतिमाह रु. ४५,६७८/- या मासिक भाड्याने पुढील आदेशापर्यंत अथवा नवीन कंत्राटदार संस्थेची नियुक्ती होईपर्यंत उपहारगृह चालविण्यास मुदतवाढ देण्यात येत आहे. मुदतवाढीच्या महिन्याचे मासिक भाडे तसेच पाणी व विद्युत शुल्क दर महिन्याच्या १ तारखेच्या आंत न चुकता विद्यापीठ खाती जमा करण्यात यावे.

आदेशान्वये.



कुलसचिव

संत गाडगे बाबा अमरावती विद्यापीठ

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प्रतिलिपी -

- १) वित्त व लेखा अधिकारी, संत गाडगे बाबा अमरावती विद्यापीठ
- २) स्विय सहायक, मा. कुलगुरु कार्यालय, संत गाडगे बाबा अमरावती विद्यापीठ
- ३) विद्यापीठ अभियंता, संत गाडगे बाबा अमरावती विद्यापीठ
- ४) प्र. सुरक्षा अधिकारी, संत गाडगे बाबा अमरावती विद्यापीठ

