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**Indian-Non Judicial Stamp
Haryana Government**

Date : 05/09/2023

Certificate No. G0E2023I285  Stamp Duty Paid : ₹ 101
(Rs. Only)

GRN No. 106730501  Penalty : ₹ 0
(Rs. Zero Only)

Deponent

Name : S g t University
 H.No/Floor : Na Sector/Ward : Na Landmark : Gurgaon badli road
 City/Village : Chandu budhera District : Gurugram State : Haryana
 Phone : 95*****46 

Purpose : RENT AGREEMENT to be submitted at Concerned office

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

RENT AGREEMENT

This Agreement is executed on this 01st day of August, 2023 at Gurugram (Haryana)

BETWEEN

Shree Guru Gobind Singh Tricentenary University [SGT University], A private university, constituted under the provision of Haryana Private University Act, and situated at Budhera, Gurugram-Badli Road, Gurugram, Haryana 122505 through its Registrar, [hereinafter referred as "the First Party"].

AND

Shree Satish Kumar, S/o Sh. Satbir Singh, Permanent Address Shop No. 226, New Sabzi Mandi Panipat, Haryana--132103, and carrying on the activity of providing Fruits services with the name as 'Shiv Gange Fruit Agency', [hereinafter referred as "the Second Party"].

The expressions 'First Party' and 'Second Party' are collectively referred hereinafter as the 'Parties' and individually as the 'Party', and which shall include their legal representatives, assignees, legal heirs etc.

Registrar
SGT University
Budhera, Gurugram

Satish Kumar

WHEREAS the First Party intends to engage the Second Party for running a Shop in Shop No. 1, Shopping Complex situated in the campus of the First Party on rental basis and in response thereof, the Second Party has offered its services for running the said Shop.

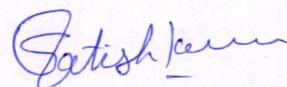
WHEREAS the First Party has accepted the said offer of the Second Party:

AND WHEREAS both the parties, to avoid any dispute, intend to reduce the terms and conditions of the Agreement in writing.

NOW THIS AGREEMENT WITNESSES THAT THE PARTIES HAVE AGREED TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS:

1. That the rent of the said Shop/cafe will be INR 10000/- (INR Ten Thousands) per month excluding electricity, water and maintenance charges.
2. That the Second Party shall deposit with the First Party, interest free Security Deposit of INR 20000/- refundable by the First Party at the time of handing over the vacant physical possession of the Shop in good condition after termination of the rent Agreement, subject to deduction towards unpaid rent, if any, and compensation for any damage caused to the said shop.
3. That the above stated Rent along with electricity, water and maintenance charges shall be paid by the Second Party to the First Party in advance by 7th day of every month. In case of delay in payment, the Second Party shall be liable to pay Rs. 500/- for each day of delay in addition to the applicable rent. That the Second Party shall pay for electricity and water supply, as per meter reading. The electricity charges would be payable @ of INR 15/- per unit, subject to increase of Generator input costs etc. and the water charges will be as per meter reading subject to increase by the First Party.
4. That the tenure of the agreement shall be for a period of 01 year w.e.f. 1st August, 2023 to 31st July, 2024, which may be extended further on mutually accepted terms.
5. That this Agreement may be terminated and the Shop be vacated prematurely by giving one month's advance notice by either party.
6. That in the event of breach of any of the terms and conditions of this Agreement by the Second Party at any time, the First Party shall have the right to terminate the Agreement and get the Shop vacated by serving 7 days' notice to the Second Party.
7. That the Second Party shall utilize the said Shop for selling Food & Beverages Items (as per menu card attached herewith) to the students and employees of SGT University i.e. the First Party. No outsider customer/client shall be entertained by the Second Party in any circumstances.


Registrar
SGT University
Budhera, Gurugram



Obligations of the Second Party

8. That the requisite furniture, fixtures and other materials required for the Shop will be arranged by the Second Party at her own cost, and the First Party shall not be liable for the cost of the same in any circumstances.
9. That the Shop shall be opened and closed as per the timings specified and instructed by the First Party.
10. That the Second Party shall keep the Shop premises neat & clean, hygienic, inhabitable and tenantable condition and shall not cause any damage to any portion of the said Shop. In case any damage is caused to the Shop, the Second Party shall get the same restored/repaired at her own cost.
11. The Second Party shall keep the shop premises in hygienic condition as per Rules and Regulations of concerned Regulatory authorities, and the second Party shall not be liable for any consequences for violating those rules and regulations.
12. The Second Party shall also ensure that the furniture and other equipment's in the Shop are maintained in order.
13. That the Second Party shall use the said Shop for the purposes mentioned in Para 6 above only, without causing any disturbance/nuisance to the First Party and other occupants in Shopping Complex of the First Party.
14. That the Second Party shall not use the said Shop for any illegal activity and shall abide by the rules, regulations and instructions of the First Party issued from time to time.
15. That the Second Party shall not object to the visits and inspections to the Shop by the First Party or its authorized person at any time.
16. That the Second Party shall not, either wholly or partly, sublet, assign or part with the possession of the said Shop to any third party during the tenure of this Agreement.
17. That the Second Party shall not make any changes/alterations in the said Shop without the written permission of the First Party.
18. That the Second Party shall carry out day to day minor repairs including white washing/painting etc. at her own expenses. However, major repair, if any shall be undertaken by the First Party at its cost.
19. That the Second Party shall employ only those employees, who are major, honest, competent, clear antecedents and possess the requisite experience. They shall be paid by the Second Party in accordance with the provisions of relevant laws including those applicable to labour, shops/establishments etc. without any obligation whatsoever on the First Party. The Second Party's employee shall never become the employee of the First Party and the First Party shall not be liable for any kind of liabilities of employee, employed by the Second Party.

20. The Second Party shall furnish updated details of the said employees to First Party. In case the First Party finds that any such employee has any criminal or dubious background, it may direct the Second Party to remove such employee immediately. The Second Party shall be bound to comply with all such directions of the First Party.
21. That the Second Party shall ensure that her employees wear neat and clean dress with badges having colour different from those as may be prescribed by the First Party for their own employees. The Second Party shall provide dresses to her employees at her own cost.

Obligations of the First Party

22. That First Party, at its sole discretion, may visit and inspect the Shop any time in the presence of the Second Party without any objection whatsoever from the Second Party.
23. That First Party shall have the right to get the Shop vacated from the Second Party on termination (pre-mature or after the tenure of the Agreement) without prejudice to the right to realize from the Second Party all arrears of Rent along with all outstanding charges, due till date.
24. That First Party will not be responsible for any loss or damage to the furniture, fixture, stock and other materials kept in the Shop by the Second Party.
25. That First Party shall provide power and water supply to the Second Party. The water charges will be as per meter reading subject to increase by the First Party. The electricity charges would be INR 15/- per unit subject to increase of Generator input costs.

Indemnity

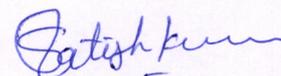
26. In case, the First Party suffers any loss /damage on account of any act/ omission by or on behalf of the Second Party or any of her employees in the course of running the Shop, or pays any amount to any third party which otherwise was the liability of the Second Party, then the Second Party shall indemnify the First Party for the same.

Handing over the vacant & peaceful possession

27. On the termination/lapse of this Agreement, the Second Party shall remove all furniture, fixtures, material etc. from the said Shop without causing any damage to the Shop and hand over the vacant possession of the same to the First Party forthwith.
28. The First Party shall have unqualified and absolute right of entry into the said Shop premises after termination/conclusion of this Agreement.
29. In the event of any delay in handing over the vacant possession of the said Shop by the Second Party after the termination of this Agreement, the First Party shall charge double the amount of Rent i.e. INR 20000/- per month for the period of overstay

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Registrar
SGT University
Budhera, Gurugram



without prejudice to the right to take any other legal action against the Second Party for evacuation of the said Shop.

No waiver

30. Failure of the First Party to enforce any provision of this agreement at any time shall in no manner affect the right of the First Party at a later time to enforce the said provision.
31. This Agreement shall not be construed as conferring any tenancy or employment right on the Second Party or any of her employees by the First Party.

Entirety of Agreement

33. This agreement supersedes all previous mutual understanding or oral agreements between the parties, if any, and incorporates the entire agreement between them with regard to running the said Shop for the purposes mentioned herein.

Arbitration & Jurisdiction

34. Any dispute arising out of the terms and conditions of this Agreement or any matter arising out of or connected therewith shall be resolved through arbitration under the provisions of Arbitration and Conciliation Act, 1996. The arbitration shall be conducted by a Sole Arbitrator appointed with the First Party. The Award of the Sole Arbitrator shall be final and binding on both the parties. The Arbitration proceedings shall be held at Gurugram and shall be in English language only.

Executed between the Parties on the date and year mentioned above in presence of the witnesses mentioned herein below:


Registrar
SGT University
Budhera, Gurugram

Registrar
SGT University

Satish Kumar & Kishor
SECOND PARTY



Witnesses:

- 1.
- 2.