

**Draft License Agreement**  
**For Allotment of Space for Development, Operation and Management of Mobile Food**  
**Cart/Truck on License Basis**

This License Agreement (hereinafter referred to as Agreement) is made at **Nava Raipur Atal Nagar Vikash Pradhikaran** on this day of 2021

**BY AND BETWEEN**

**Nava Raipur Atal Nagar Vikash Pradhikaran Vikas Pradhikaran**, a special area development authority constituted under **Chhattisgarh Nagar Tatha Gram Nivesh Adhiniyam, 1973** and having its office at **Paryavas Bhawan, North Block, Sector 19, Nava Raipur Atal Nagar Vikash Pradhikaran (C.G.) - 492002** (hereinafter referred to as “**NRANVP**” or “**The Licensor**” which expression shall, unless it be repugnant to the context or meaning thereof, include its **Administrator** successors and assigns) represented by **Chief Executive Officer, NRANVP** through. **Mr. .... s/o .....**  
**General Manager (Estate), NRANVP, as the First Part**

AND

**M/s .....**, **a company incorporated under the Indian Companies Act, /Society/ Trust/Individual entity/ Partnership Firm (strike off which not applicable), and presently having its registered office in .....** (hereinafter referred to as “**The Licensee**” which expression shall, unless it be repugnant to the context or meaning thereof, shall include its Successors and permitted assigns represented by **Mr. ....** having Permanent Account Number .....acting

through its authorized signatory Mr. .... vide Board Resolution dated \_\_\_/\_\_\_/2021 power of attorney as the **Second Part**.

*Wherein the Licensor and Licensee are individually referred to as “Party “ jointly referred to as “Parties” and the expression “Licensor” and “Licensee”, shall mean and include their respective heirs, successors, representatives, nominees, assigns, administrators, executors, transferee(s), beneficiary(ies), legatee(s) etc.*

**WHEREAS**

- A. NRANVP invited tender/ application (*strike off which is not applicable*) for allotment of Space for Development, Operation and Management of Mobile Food Cart/ truck at Six (6) identified locations in Nava Raipur Atal Nagar Vikash Pradhikaran on license basis for term of three (3) years extendable to another term of three (3) years with increase in license fee by 15% from the previous term by issuing Notice Inviting Tender (“**NIT No: ...../R-18/PRJ/NRDA/2018, Nava Raipur Atal Nagar Vikash Pradhikaran dated ..... 2021**”) containing inter-alia the minimum qualification for a tenderer and the technical and commercial parameters of the Project and the terms and conditions for the implementation of the Project.
  
- B. In response to notice inviting tender/application, the party to Second Part offered / accepted (Strike off) license fee of     per month for Space for Development, Operation and Management of Mobile Food Cart/ truck at Six (6) identified locations. NRANVP accepted application of Party of Second part being eligible for allotment of the above referred six (6) Identified Locations for Development, Operation and Management of Mobile Food Cart/ truck and intimated the acceptance to the Second Part vide its letter No.....dated.....
  
- C. The Party to the Second Part deposited an amount of INR \_\_\_\_\_/- as the Earnest Money Deposit (EMD) vide MR No. \_\_\_\_\_ dated \_\_\_\_\_ along with the application. The Party to Second Part deposited interest free refundable Security Deposit of INR.....and also deposited advance license fee of One year INR..... , after adjustment of the EMD.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the Parties agree as set out below:

**1. ARTICLE I: DEFINITION & INTERPRETATION**

**1.1. DEFINITION**

The words and expressions defined in this Agreement shall, unless repugnant to the context or meaning thereof, have the meaning ascribed thereto herein, and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules;

“**Accounting Year**” means the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year;

“**Agreement**” means this agreement, the schedules and annexures hereto and any amendments thereto made in accordance with the provisions contained in this Agreement;

**“Agreement Date”** means the date of execution of this Agreement;

**“Applicable Laws”** means all laws, brought into force and effect by GOI or the State Government including rules, regulations and notifications made there under, and judgments, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement;

**“Applicable Permits”** means all clearances, licenses, permits, authorisations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained by the Operator under Applicable Laws during the subsistence of this Agreement;

**“Approvals”** means all approvals, permissions, authorisations, consents and notifications from any Governmental Authority, regulatory or departmental authority and any other regulatory authority, as may be applicable.

**“Arbitration Act”** means the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof, as in force from time to time;

**“Tender”** means the documents in their entirety comprised in the Tender submitted by the Operator in response to the NIT in accordance with the provisions thereof;

**“Tender Documents”** means the NIT and the Agreement including its schedules;

**“Business Day”** means a day on which banks are generally open for business in Raipur, Chhattisgarh;

**“Clearance”** means, as on the date of execution of this Agreement, any consents, licenses, approvals, permits, exemptions, registrations, filings or other authorisations of whatever nature, which is necessary for effective implementation of the Project;

**“Competent Authority”** means any agency, authority, department, ministry, public or statutory Person of the Government of Chhattisgarh or Government of India, or any local authority, or any other subdivision thereof with authority over aspects of implementation of the Project having jurisdiction over all or any part of the Project Facility or the performance of all or any of the services or obligations of the Operator under or pursuant to this Concession;

**“Effective Date”** means the date on which possession to the Project Land/Facility is provided to the Operator, as a licensee, with leave and license rights in respect of the Project Land /Facility.

**“Encumbrances”** means, in relation to the Project Facilities, any encumbrances such as

mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project Facilities, where applicable herein.

**“Financial Commitment”** means the legally binding undertaking of the Operator to mobilize the financial requirements of the project, for ensuring the completion of the project;

**“Financial Year”** shall mean the year commencing from the 1st April of any calendar year and ending on 31st March of the next calendar year.

**“Force Majeure”** or **“Force Majeure Event”** shall mean acts, events, conditions or occurrences beyond the control and not arising out of the fault or negligence of the affected Party and shall include acts of God such as earthquake, lightning, tempest, fire, acts of war, riot, bombing, civil commotion, terrorist acts and agitations.;

**“Parties”** means the parties to this Agreement collectively and **“Party”** shall mean any of the parties to this Agreement individually;

**“Project”** shall mean and include Development, Operation and Management of Mobile Food Cart/ truck at Six (6) identified locations in Nava Raipur Atal Nagar Vikash Pradhikaran on license for fixed term.

**“License period”** shall mean as described in clause 5.1 of agreement

**“Licensee Fee”** shall mean and include all such charges detailed and described in clause 4.2 of the agreement.

**“Termination”** means the expiry of the Agreement Period or termination of this Agreement;

**“Termination Notice”** means the communication issued in accordance with this Agreement by one Party to the other Party terminating this Agreement;

## **1.2. INTERPRETATION**

In this Agreement, unless the context otherwise requires:

1. the headings in this Agreement are for convenience only and shall not be deemed to be part hereof or be taken into consideration in the interpretation or construction of this Agreement;
2. words importing the singular include the plural and vice versa;
3. words importing “it”, or a gender include any gender;

4. a reference to an Article, clause, party, schedule or exhibit is a reference to a part and clause of, and a party and schedule to, this Agreement and a reference to this Agreement includes any schedule;
5. a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
6. a reference to a document includes any written amendment or supplement to, or replacement or novation of, that document;
7. a reference to a party to any document includes that party's successors and permitted assigns;
8. a reference to a time and date concerning the performance of any obligation by a party is reference to the time and date in India;
9. Any express statement of a right of a party under this Agreement is without prejudice to any other right of that party expressly stated in this Agreement or arising at law.

Recitals to this Agreement are a part of this Agreement and binding on both the Parties.

## **2. ARTICLE II: SCOPE OF THE PRESENT AGREEMENT**

- 2.1. The parties to the present agreement clarify that the present agreement is limited to the Allotment of Space for Development, Operation and Management of Mobile Food Cart/ truck at Six (6) identified locations in Nava Raipur Atal Nagar Vikash Pradhikaran. The present agreement in no manner shall constitute, create or give any right to the Licensee in any of the portions of the property, structures, appurtenance thereon or create any formal business relationship amongst the parties apart from that of a Licensor and Licensee.
- 2.2. It is further clarified that except for right to the use of Licensed Premises as outlined in this Agreement nothing in this Agreement shall constitute or be construed as the acquisition of any ownership interest or assignment of the title, or legal or moral right by Licensee to the Licensed Premises.

## **3. ARTICLE III: PREREQUISITES TO GRANT OF LICENSE**

- 3.1. The licensee hereby states and undertakes to have inspected the entire Licensed Premises on offer in the Notice Inviting Tender. The Licensee hereby submits that after having duly inspected the said premises, the Licensee has accepted the premises on “**As is Where is Basis**”.

3.2. The Licensee hereby understands that the prerequisite for implementation of the present License agreement and essential to the present contract would be to submit a conceptual plan/schematic drawing with a lay-out indicating the activities planned in the Food cart/truck. along with the waste collection and disposal mechanism, etc. within 15 days from the issue of Letter of Award and get it approved by the authority.

3.3. The Licensee shall deposit with NRANVP, Prior to the execution of License Agreement, shall submit Performance Security of **INR 1,00,000 (Rupees One Lakh only)** by way of Demand Draft in favour of “**CEO, Nava Raipur Atal Nagar Vikash Pradhikaran Vikas Pradhikaran**”, payable at Raipur / Nava Raipur Atal Nagar Vikash Pradhikaran. The said Performance Security should be valid throughout the license period and 180 days thereof.

#### 4. ARTICLE IV: LICENSE PREMISES AND LICENSE FEES

##### 4.1. LICENSED PREMISES

4.1.1. Identified Location: Total six have been identified by Authority. Tentative space for each location is **250 Square Feet**.

##### Identified Spaces for Food Cart/Truck:

S.No	Food Stall No.	Location
1	FS1	Mahanadi Bhawan, Sector 19
2	FS2	Indravati Bhawan, Sector 19
3	FS3	Paryavas Bhawan, Sector 19
4	FS4	Musical Fountain, Sector 19
5	FS5	Central Boulevard, Sector 21
6	FS6	Prakhuti Mukhtangan, Sector 24

4.1.2. Apart from the identified locations, the successful tenderers shall be allowed to operate food cart/truck at other locations of Nava Raipur Atal Nagar Vikash Pradhikaran with prior approval.

4.1.3. The site shall be used only for purpose for which it is allotted and any violation on this account may entail resumption of the site without any compensation to the Licensee.

##### 4.2. LICENSE FEE

4.2.1. The Licensee agrees and at all times during the license period shall be bound to pay the following fee and charges which shall collectively be referred to as “Licensee Fee”. The Licensee shall pay license fee to the authority for exclusive **non-transferable** license, with the right to maintain and operate food cart/truck at the identified spaces designated and authorized by the authority to the Licensee. The license permits the Licensee to start any activity listed in Schedule F, Part D (C) of NIT.

4.2.2 The license fee decided through competitive Tendering is \_\_\_\_\_ (Only). Failing to

pay the license fee in the given time shall attract penalty of INR 50.0 for each day of delay. After 30 days of delay the license will get self-terminated.

- 4.2.3. Apart from all such License Fee the Licensee undertakes to pay all such statutory taxes, municipal taxes, property tax, levies, fees, duties, charges including Luxury Tax, Central Tax, Service Tax, VAT, Sales Tax and all other local and statutory taxes being currently levied or would be levied by Statutory Authorities of whatsoever nature in future in respect of the Licensed Premises.
- 4.2.4. The Licensee undertakes to pay all the electricity charges and water charges which shall be payable by the Licensee directly to the concerned agencies. In event of any default being committed by Licensee in making such payment of any such taxes, fee or charges and the Licensor being forced to make such payment, the Licensee shall make such payments to Licensor along with penal Compound interest @12% per annum till the date of making such payment to Licensor by Licensee.
- 4.2.5. The Licensee shall pay the monthly License Fee in advance to authority by way of a Demand draft / Electronic Fund Transfer / Pay order in favor of the Lessor from a nationalized / scheduled bank having a branch at Raipur as mentioned in Clause 18 of NIT.

## **5. ARTICLE V: LICENSE PERIOD, TERMS, TERMINATION & CONSEQUENCES**

### **5.1. LICENSE PERIOD**

- 5.1.1. The License shall be effective from the date of execution of the license agreement and shall allow the Licensee to use of six (6) identified spaces for development, operation and management of food cart/ truck at for a term of three (3) years extendable to another term of three (3) years with increase in license fee by 15% from the previous term as mentioned in Clause 18 of NIT, subject to the licensee observing all the terms and conditions under the License Agreement and not committing any breach thereof, and the License hereby accepts the License and agrees to implement the Project subject to and in accordance with the terms and conditions set forth herein.

### **5.2. SPECIFIC TERMS & OBLIGATIONS**

- 5.2.1. The licensee minimum obligation under the agreement shall be as stated below:
  - A. The operation and maintenance has been made in a way to ensure smooth and safe operation of the Food Truck as per the provision of License Agreement.
    - i The Licensee shall secure all the required approvals permissions, NOC from the

competent authority within **one months from the date of execution of License Agreement.**

- ii. The Licensee shall follow all the terms and condition of License Agreement with respect to operation and management of project. This shall include but not limited to:
  - 1. Operations and Management of food cart/truck as per the permitted activity as mentioned in Schedule F, Part D (C) of NIT and its maintenance along with 3.0 meters of surrounding area from all side of the location.
  - 2. Ensure safety and security of food cart/truck as per good industry practice.
  - 3. Cleaning of food cart/truck and surrounding area and management of solid waste generated due to operation including collection, transportation and scientific disposal at its own cost.
  - 4. Deployment of staff and its management as per the provision of License Agreement and prevailing laws of Central and State Government.

B. The Licensee will develop the food cart/truck as per Good Industry Practice. The minimum specification for Mobile Food cart/ Truck are given below:

- 1. The mobile food truck should be self-contained and of compact size
- 2. Food preparation and serving space of food truck should be hygienic
- 3. The Food cart/ Truck should be mobile
- 4. The Food cart/ Truck to be placed at designated location within 30 days from the award of License
- 5. The Food cart/ Truck should have fully equipped kitchen.
- 6. The Food cart/ Truck Should have fire extinguisher
- 7. All other measures as per good industry practice and prevailing law

### **5.3. TERMINATION**

- 5.3.1. The Authority may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (j) of the section below. In such an occurrence, Authority shall give a 30 day written notice of termination to the Licensee.
  - a. On breach of any conditions given in the NIT.
  - b. If the Licensee does not remedy a failure in the performance of their obligations under the Contract, within fifteen (15) days after being notified or within any further period as NRANVP may have subsequently approved in writing.



- c. If the Licensee becomes insolvent or goes into liquidation, or receivership whether compulsory or voluntary.
- d. If the Licensee, in the judgment of NRANVP has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- e. If, as the result of Force Majeure, the tenderer is unable to perform a material portion of the Services for a period of not less than 60 days.
- f. If the Licensee submits to NRANVP a false statement which has a material effect on the rights, obligations or interests of NRANVP.
- g. If the Licensee places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to NRANVP.
- h. If the Licensee fails to provide the quality services as in this Contract, NRANVP may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing.
- i. If any complaint is received regarding delay in submission of EPF or ESI or any other statutory dues to be paid by the Licensee.
- j. The Licensee should operate the Activities on continuous basis throughout the License Agreement period. If the Licensee fails to run the activities for a period of 15 days continuously the authority shall issue a notice to the Licensee and if the Licensee fails to operate the Activities even after one month on receipt of the notice the Authority shall forfeit the Performance Security and terminate the Agreement.

#### 5.3.2. Termination by Mutual Agreement between the Parties

- a. If the parties consider that, due to existing circumstances, the achievement of the objectives of the contract is no longer possible at all or not to the satisfactory degree, the parties may decide at any moment to terminate the contract on a date mutually agreed upon.
  - b. The decision of termination shall be signed by the Authority Representatives of both Parties and shall be without prejudice to any other rights of the parties under the contract.
- #### 5.3.3. Suspension of Contract
- c. If required by circumstance or on instruction of NRANVP in writing, the contract may be suspended in whole or in part for a limited period of time and resumed as soon as practicable and decided by parties.
  - d. In case of occurrence of an event of Force Majeure the performance of services may be suspended for the time as mutually agreed upon by both the parties.
  - e. In case of suspension the contract, the performance period shall be extended for a period equal to the time during which the performance of the services has been suspended.

## **6. ARTICLE VII: JURISDICTION AND GOVERNING LAW**

### **6.1. ARBITRATION**

In the event a dispute, difference or claim arises out of or in connection with the validity, interpretation and implementation of this Agreement, the Parties shall attempt in the first instance to resolve such dispute through friendly consultations that shall be reduced to writing. In the event that such consultations do not resolve the matter within 30 calendar days, then all disputes differences or claims arising out of or in connection with this Agreement including, without limitation, any question regarding its existence, validity, construction, performance, termination or alleged violation shall be resolved by a binding arbitration process under the applicable Arbitration Laws of Republic of India, and the seat of arbitration shall be Raipur, Chhattisgarh and the proceedings shall be conducted in English language. The dispute if any remains unsettled after failure of conciliation proceedings with NRANVP the same be referred to Arbitration Tribunal as constituted under CG Madhyastham Adhikaran Adhiniyam 1983.

### **6.2. JURISDICTION AND GOVERNING LAW**

The Parties further agree that the terms and provisions of this Agreement will be governed by and construed in accordance with the laws of the Republic of India and in case of dispute the courts of Raipur shall have exclusive jurisdiction.

## **7. ARTICLE VIII: MISCELLANEOUS PROVISIONS**

### **7.1. BINDING PROVISION**

Parties shall be bound by and comply with the terms and conditions of this Agreement. The Parties undertake with each other to exercise their powers in relation to this Agreement and in a manner consistent with this Agreement.

### **7.2. ASSIGNMENT**

Except as provided in this Agreement, this Agreement shall be binding on and shall inure for the benefit of each Party's successors. Either Party may assign its rights under this Agreement, in favor of any Affiliate.

### **7.3. NO PARTNERSHIP**

Nothing contained in this Agreement shall be construed to create a partnership or any other fiduciary relationship between the Parties unless otherwise specifically provided herein.

### **7.4. ENTIRE AGREEMENT**

This Agreement sets forth the entire agreement and understanding between the Parties.

### **7.5. WAIVER**

A Party's failure to insist on strict performance of any provision of this Agreement shall not be deemed to be a waiver thereof or of any right or remedy for breach of a like or different nature. Subject, as aforesaid, no waiver shall be effective unless specifically made in writing and signed by a duly authorized officer of the Party granting such waiver.

**7.6. NOTICES**

*All notices or other communications to be given under this Agreement to any Party shall be made in writing and sent by letter or facsimile transmission or e-mail (unless as otherwise stated herein) and shall be deemed to be duly given or made when delivered (in the case of personal delivery), when dispatched (in the case of facsimile transmission, provided that the sender has received a receipt indicating proper transmission) or five (5) calendar days after being dispatched by courier or ten (10) calendar days after being deposited in the post, postage prepaid, by the quickest mail available and by registered mail if available (in the case of a letter) to such Party at its address or facsimile number as such Party may hereafter specify for such purpose to the others by notice in writing.*

In the case of notice given to:

(a) LICENSOR

CEO, Nava Raipur Atal Nagar Vikash Pradhikaran Vikas Pradhikaran  
Paryavas Bhawan, North Block, Sector-19,  
Nava Raipur Atal Nagar Vikash Pradhikaran 492002  
Tel: +91-7712512500

(b) LICENSEE

\_\_\_\_\_ having registered office at  
Phone No: \_\_\_\_\_,

**7.7. PRIVITY OF CONTRACT**

Only a Party may enforce terms of this Agreement.

**7.8. SEVERABILITY**

A provision contained in this Agreement is enforceable independently of each of the others and its validity will not in any way be affected by the invalidity or unenforceability of any other provision hereof. \_\_\_\_\_  
\_\_\_\_\_

**7.9. REMEDIES**

No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at Law and each and every other remedy. Shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at Law. The election of any one or more of such remedies by a Party shall not constitute a waiver by such Party of the right to pursue any other available remedies.

**7.10. CAPTIONS**

The captions of any articles, paragraphs or sections hereof are made for convenience only and shall not control or affect the meaning or construction of any other provision hereof and pursuant to the rules of construction, each section shall be known by its plain meaning.

**7.11. GENERAL**

This Agreement shall govern all conceivable aspects of the transaction contemplated herein.

The Licensee and the Licensor agree to execute any addendum to this Agreement or in any other manner, manifest their intention for the purposes of enabling the Parties to overcome the difficulties of compliance on any aspect touching upon or incidental to or arising out of the consequence of effecting this Agreement and without limitation include compliance under any Law as applicable. Any disputes arising between the Parties with respect to the aforesaid agreed arrangements shall be resolved in accordance with this Agreement and applicable Law hereof.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE LAST DATE WRITTEN HEREIN BELOW ON WHICH EITHER PARTY HAS EXECUTED THIS AGREEMENT.

Signed and Delivered by

**Mr.**

**S/o**

**R/o**

On behalf of Licensor

Signed and Delivered by

**Mr**

**S/o**

**R/o**

on behalf of Licensee

**WITNESSES:**

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**Schedule-F, Part-D –Operation and Management Obligations:**

DRAFT