

भारतीय गैर - वायिक

एक सौ रुपये

Rs. 100

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ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

शिली DELHI

F 930761

LICENSEE'S USE

This deed of license is made on this 24<sup>th</sup> day of September, 2011 between Shriya College (University of Delhi), King Road, Raja Garden, New Delhi - 110021 through Professor (Dr.) H.S. Prasad, Chairman of the governing body of the college and Dr. Shikha Nigam, Principal of Shriya College (collectively hereinafter called "Licensor" which expression shall unless excluded by it being engaged to the contrary be deemed to include its successors, administrators, executors and assigns) of the One Pan and Infiniti Original Solutions Private Limited, a company incorporated under the provisions of the Indian Companies Act, 1956 and having its office at F-Block, HUDA, Ground Floor, Lohd Road - 110028 (hereinafter called "Licensee" which expression shall mean and include its legal representatives, assigns and executors) of the Other Pan.

Whereas the Licensee is in possession of land in its college earmarked for sports activities (hereinafter referred to as "college sports ground").

AND WHEREAS the Licensee is a sports management company engaged in the promotion of sports, health and fitness programs and is desirous of organizing sports, health and fitness related activities in the college sports ground and has sought collaboration with the Licensor and has agreed to develop and maintain the whole college sports ground and in view of this has sought a license from the Licensor to organize sports, health and fitness related activities on the college sports ground for the mutual benefit of both the Licensor and Licensee on the terms and conditions appearing in this license deed.

  
DR. SHIKHA NIGAM  
PRINCIPAL, SHRIYA  
COLLEGE

  
DR. SANJAY MOHAN  
PRINCIPAL, SHRIYA  
COLLEGE

  
PROF. (DR.) H.S. PRASAD  
CHAIRMAN  
SHRIYA COLLEGE

AND WHEREAS the Licensor has also agreed to allow the Licensee to hold matches, tournaments, competitions, championships, academics, events for different games and sports and also organize health and fitness related activities on its ground for a period of 5 years. This period of 5 years shall commence after the development of the ground or one year after the execution of this license deed whichever is earlier. The Licensee shall complete the development of the sports ground in all respects within a period of maximum one year or less.

**NOW THIS DEED WITNESSETH AS UNDER:-**

The obligations of the Licensee shall be as set out below:

1. The Licensee shall, directly or through third parties appointed by it, develop the entire college sports ground in such a manner as to ensure that two primary sections as set out below are developed:
  - (a) the first of these sections shall be the cricketing section, which will be utilized primarily for the purposes of playing cricket, organizing matches and tournaments, hosting practice and operating academics; and
  - (b) the second of these shall be a non-cricketing section that shall be utilized for sports other than cricket, including football, tennis, volleyball, athletics, golf, hockey, boxing, wrestling, gymnasium for weight training and other fitness and health related activities and such other sports/games as may be deemed appropriate by the Licensee.

In order to develop the college sports ground in accordance with the above, the Licensee shall level the entire ground, lay the required road, earth and masonry and shall carry out the watering and grassing of the college sports ground.

2. Licensee will construct such number of turf wickets for matches and practice as may be deemed appropriate (out of this one turf practice pitch and one match pitch will be for use of college cricket team exclusively).
3. Licensee will put in place the required irrigation facilities, including a bore well and underground irrigation pipeline with overhead sprinklers etc.
4. Licensee will install a pipeline to bring fresh drinking water from the main college building to the college sports ground.

3. Licensee will build a metalled parking space of 140 feet \* 140 feet at the college sports ground to be used for parking vehicles of the Licensee's staff, Licensee staff and/or for parking vehicles related to the utilization of the college sports ground by the Licensee or third parties allowed by the Licensee/Licensee. The Licensee shall also build a fence of about 10 feet height around the metalled parking space.
4. Licensee will maintain the whole college sports ground including volleyball court, basketball court, table tennis hall, gymnasium, football, softball, baseball fields and any other playfields that are developed in the future as also the toilets, both & change rooms. Bills for any other small repairs required in the college sports ground will also be paid by the Licensee.
7. Licensee will provide security personnel for 24\*7 security of the college sports ground and ensure that no unauthorized use is made thereof. Licensee will also provide groundmen for maintenance and upkeep of the college sports ground.
8. Licensee will provide such electrical fixtures and fitting (including main electrical cable and wiring) as may be required for utilization of whole college sports ground. The Licensee will also be responsible for the repair, maintenance and replacement of such electrical fixture and fitting.
9. Licensee will directly pay the electricity, water and fuel bills for electricity, water and fuel consumed by the Licensee exclusively for maintenance and operation of the college sports ground for all days during the term, irrespective of whether such consumption is as a result of use by the Licensee or the Licensee, and for this purpose install sub meters as may be required to measure usage of electricity, water and fuel at the college sports ground. The Licensee shall pay the water and electricity charges in respect of the water and electricity consumed by it regularly after settling the meter reading with the representative of the Licensee on the last date of the month and the payment shall be made within first seven days of the each English calendar month and a Xerox copy of the same shall be furnished to the Licensee within seven (7) days of its payment.

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In case, the Licensee gets own water installed for the college sports ground, the Licensee shall pay the water and electricity charges according to consumption and shall submit a copy of the paid bill to the Licensee within seven days of the payment.

10. Licensee will repair or reconstruct, as required, the rooms already available on the college sports ground and make them ready for use as dressing room, wash room, store room, guard room and drinking water facility room.
11. Licensee will create appropriate enclosures using fishing nets or any other material yielding similar results for the golf driving range and the chipping and putting facilities, if developed.
12. Licensee will provide night screens and seating for spectators.
13. Licensee shall provide grass cutting machines, rollers and other ground maintenance equipment as may, in the opinion of the Licensee, be required for maintenance of whole college sports ground and shall also be responsible for the maintenance, repair and/or replacement of any such equipment.
14. Licensee will prepare, if required, a separate entrance to the college sports ground for parties other than the students, members of teaching and non-teaching staff of the Licensee.
15. Licensee will provide certain strength training equipment for the gym already available on the college sports ground.
16. Licensee will provide coaching assistance for college cricket and football teams and an instructor in the gym in accordance with such timetable as may be submitted by the Licensee. The Licensee shall also provide a fresh set of cricket playing kit (up to a maximum amount of Rs. 15,000) to the cricket team during each year in which they are in occupation of the college sports ground. The Licensee shall also provide coaching assistance for such other sports including tennis, volleyball, boxing etc. as may be agreed between the Licensee and the Licensee in future.
17. The Licensee shall extend all such assistance and cooperation as may be reasonably required by the Licensee in fulfilling its obligations and exercising its rights under this license deed, including in respect of obtaining all such permissions as may be required by the Licensee to carry out its obligations hereunder.
18. That the Licensee will not charge any amount from the Licensee for providing the facilities stated herein as the college sports ground will be allowed to be used by the Licensee to the Licensee on a license basis without charging any license fee during the period of the license.
19. That the Licensee will be allowed to use the cricketing section of the college sports grounds during five days in a week i.e. Monday, Wednesday, Friday, Saturday and Sunday at such times as the Licensee deems appropriate.

For other days i.e. Tuesday and Thursday, the cricket ground shall be entirely at the disposal of the Licensor. The Licensor shall also endeavour, if possible, to make the ground available to the Licensor on Wednesdays, if requested to do so by the Licensor.

In addition, the Licensor shall be entitled to use the non-cricketing section of the college sports ground during all 7 days of the week from 8:00 A.M. to 3:00 P.M. and for the rest of the time on each day, the non-cricketing section shall be entirely at the disposal of the Licensor. The Licensor may also use the college sports ground at the times allotted to the Licensor i.e. between 8:00 A.M. and 3:00 P.M., if (a) the Licensor agrees to such use by the Licensor, or (b) the day on which the Licensor proposes to utilize the college sports ground at those times is an official holiday for the students of the Licensor. It is clarified that the Licensor shall have the right to use the non-cricketing section at all times on Saturdays and Sundays at all times.

20. That the Licensor requires to utilize the cricketing section of the college sports ground for its own use on any of the above said days of the week earmarked for Licensor, it will give a seven days notice to the Licensor for using the same and the Licensor shall, if possible, and without being obliged to do so, endeavour to provide the same to the Licensor.
21. The Licensor shall be liable to pay all present and future property taxes in respect of the college sports ground. The Licensor agrees that if any taxes are imposed on the Licensor in connection with the college sports ground by any authority or Government in future during the licence period, such taxes or charges will be borne by the Licensor only and shall not be required to be borne by the Licensor. If any additional present and future property taxes are imposed in relation



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to the college sports ground solely as a result of the use of college sports ground by the Licensee in accordance with the terms hereof, such additional property taxes shall be paid by the Licensee to the Licensor and shall thereafter be paid by the Licensee to the municipal authorities.

22. That the Licensor has granted a License to the Licensee for the use and enjoyment, quietly and peaceably of the college sports ground only for activities related to sport, health or fitness on the condition that the Licensee will not claim any right, title or interest therein, save to the rights and interest made available to it under this license deed. The Licensee shall, in the exercise of its rights hereunder, comply with the provisions of applicable laws and with reasonable standards of decency and morality. Subject to the Licensee materially observing and performing the covenants and stipulations on its part as set out in this license deed, the Licensee shall hold and enjoy the college sports ground and any developments made or already available thereon, throughout the period of license without any interruption, eviction, claim or demand by Licensor, municipal or other authorities or any other third party.
23. That the Licensee shall not claim any compensation in lieu of the money spent by it for developing, maintaining and upkeep of the college sports ground during the period of the license or thereafter at anytime.
24. That the Licensee shall use the college sports ground only for activities related to sport, health or fitness in terms of the clauses set forth herein and shall not use the college sports ground for any non-sport, health or fitness activities or events such as marriages, rallies etc. nor lease or transfer any of the rights herein to any other party, except as otherwise permitted in this license deed. It is clarified that the Licensee shall have the right to allow third parties to use the facilities developed on the college sports ground on such terms and conditions, including in respect of consideration that may be required to be paid by any third party to the Licensee, as may be determined by the Licensee at any time and on any day other than the times and days on which certain portions of the college sports ground are reserved for the use of the Licensee. It is further clarified that the Licensee may use the college sports ground for the purposes of organizing tournaments, operating training academies, organizing practice matches or nets and any other activities relating to sport, health or fitness. The Licensee's decision in relation to the operation or maintenance of the ground shall be final and binding, subject to the rights of the Licensor hereunder and the Licensee shall have the right to enter the college sports ground at any time on any day during the license period.

25. That the Licensee shall not do anything on the college sports ground which may reasonably be considered nuisance or cause nuisance to the students, teachers and other staff of the Licensee and any other person authorized by the Licensee who may be doing a job in the interest of sports in the college and allowing it to achieve its main and predominant role of imparting meaningful education to its students.
26. The Licensee shall have the right to display such branding and signage as it deems appropriate (whether for consideration or otherwise) on or in the college sports ground.
27. That at the expiry of the period of license, the Licensee will not demolish any of the permanent structures raised or repaired by it including the pavilion, toilets, drinking water blocks, tube well, water sprinkling system, store rooms or any other construction raised by it in future during the license period which are for the use of the college sports ground for sports activities. The gym equipment and other ground maintenance equipment shall also become the sole property of the Licensee upon the end of the license period. The Licensee agrees that any infrastructure developed, installed or repaired by it (other than the seating stands, floodlights (if installed), generators (if installed)) will become the property of the Licensee at the end of the license period.
28. The Licensee shall not, during the subsistence of this license deed, sell, transfer or dispose of in any manner whatsoever the college sports ground or any part thereof or all or any part of its rights, title and interest therein.
29. That the Licensee and its employees, agents, surveyors and workmen shall have a right with all the necessary appliances to enter upon the ground for the purpose of viewing the condition of the ground. The Licensee represents and warrants to the Licensee that:



- (a) it is owned and possessed of and is otherwise well and sufficiently entitled to the college sports ground and has clear, clean and unrestricted and unfettered right thereto and is legally competent to grant the License on the college sports ground and to enter into this license deed;
- (b) it shall authorize the Licensee to seek all such permissions, approvals, clearances etc. from all the concerned governmental, municipal and other authorities with respect to the development and use of the college sports ground as may be required and shall extend all such assistance as may be reasonably required by the Licensee, including in terms of providing such documentation as may be required within the timeframes required by the Licensee, to procure any permissions, approvals, clearances etc. from all the concerned governmental, municipal and other authorities with respect to the development and proposed use of the college sports ground; and
- (c) it shall observe and perform all the terms, conditions, agreements, covenants and provisions on which the Licensee holds the college sports ground and shall also observe and perform the rules, regulations and bye-laws for the time being and from time to time in force pertaining to the college sports ground and all other amounts payable in respect of the college sports ground and all its other present liabilities to the Government, Municipality and all other authorities in respect of the college sports ground and shall not do, omit or suffer to be done anything whereby the Licensee's right to use the college sports ground is forfeited/contingent or adversely affected in any way.
36. That in case the Licensee wishes to leave of its own, then the Licensee shall give one month's notice in writing to the Licensor of the intention to leave the ground. In addition, the Licensee shall have the right to terminate this license deed upon a material breach of any material provision of this license deed by the Licensee, which breach is not rectified by the Licensee within 30 days of receipt of written notice by it from the Licensor of such breach. Instead of exercising its right to terminate as mentioned above, the Licensee may, upon any material breach of any material provision of this license deed by the Licensee, rectify such breach at its own cost and recover the costs of rectifying this breach from the Licensee. In addition, the Licensee shall have the right to terminate this license deed upon a material breach of any material provision of this license deed by the Licensee, which breach is not rectified by the Licensee within 30 days of receipt of written notice by it from the Licensor of such breach.



31. That the Licensor at all times, shall have the exclusive control and possession of the college sports ground. The Licensee at all times shall not claim exclusive control and possession of the college sports ground. This license deed is not intended to create any interest in the college sports ground in favour of the Licensee and is intended to allow the Licensee to develop and use the college sports ground as per the terms and conditions of this license deed.
32. That the Licensee shall keep one set of all the keys of the college sports ground and another set of the keys shall remain with the Licensor.
33. That the Licensee shall also not claim any tenancy in respect of the college sports ground under any circumstances and shall continue to be a Licensee.
34. That the Licensee shall on the revocation of the license in accordance with the terms of this license deed, leave the college sports ground along with its movables etc. In case the Licensee fails to do so within 72 hours of expiry of the period of revocation of license in accordance with the terms of the license deed, the Licensee shall be liable to pay damages at Rs. 7000/- per day for unauthorized use of the same to the Licensor for a period of one month, till the Licensee removes its movables and leave the college sports ground. In case the said movables are not removed within one month, the Licensor shall forfeit the same.
35. That the present license can be renewed after the expiry of the present period of license in this deed between the parties for any duration agreed by both the parties on the terms and conditions mutually agreed between the parties. The Licensor and the Licensee agree that upon the expiry of the license period, the Licensor shall subject to the provisions of this clause 35 have the right to



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allow a third party to utilize the college sports ground in place of the Licensee. However, before the Licensee grants any third party the right to use the college sports ground, it shall, if there has been, considered reasonably, no significant default by the Licensee in performing the terms and conditions of this license deed, first approach the Licensee to extend the term of the license on such terms and conditions as may be agreed between the Licensee and the Licensee and only then give the Licensee to utilize the college sports ground to any third party.

36. That in case the Licensee does not materially comply with the requirements and terms of this License deed, the Licensee shall be entitled to revoke the license by giving the Licensee written notice of 30 days to rectify any such failure to comply and the Licensee shall either cure this default within 30 days of receipt of the notice in which case the license shall not be revoked or the Licensee shall remove its equipments and all the belongings from the college sports ground within 15 days of the expiry of this period of 30 days. The set of keys in possession of the Licensee shall be returned to the Licensee within a period of fifteen days from the Licensee vacating the college sports ground.
37. The Licensee may, if it elects to do so, install floodlights, generators and speakers on the college sports ground and use the facilities developed on the college sports ground in the night as well.
38. The Licensee may, without being obliged to, make effort to find sponsors for the various sports teams of the Licensee on such terms and conditions as the Licensee may finalize in consultation with the Licensee.
39. That in case of any dispute arising between the parties such dispute shall first be settled by discussions between the parties. Failing resolution of such dispute through discussions within a period of 15 business days from the day on which the dispute arose, the dispute shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted before an arbitral tribunal composed of three arbitrators. Each party shall nominate one arbitrator within 15 business days of the written notice of the dispute described above and the two arbitrators so appointed shall, within 30 business days of the appointment of the latter of the two arbitrators so appointed, appoint the third arbitrator, who shall act as the chairman of the arbitral tribunal. If any party does not nominate an arbitrator or if the two arbitrators cannot agree on the choice of the third arbitrator, in such case within the relevant period, then each un-appointed arbitrator shall be appointed in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996. The arbitration shall be conducted in New Delhi and the language of arbitration shall be English. Judgment upon the arbitration award may be rendered in any court of competent jurisdiction or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be.

40. The Parties also agree that the courts at New Delhi shall have exclusive jurisdiction in connection with any dispute.

41. **Miscellaneous**

(a) **Relationship between the parties:** Each party is an independent entity and neither party shall be considered to be the employee or agent of the other.

(b) **Entire Agreement:** This license deed contains the entire agreement between the parties hereto, with respect to the subject matter hereof, and the transactions contemplated hereby, and supersedes any and all oral representations and statements by either party or any prior agreements between the parties.

(c) **Amendment:** This license deed may not be changed, modified or amended except by written amendment signed by all parties hereto.

(d) **Severability:** If any provision of this license deed is invalid, unenforceable or prohibited by law, this license deed shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from any party hereto to another, and the remainder of this license deed shall be valid, binding and of like effect as though such provision was not included herein.

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- (k) **Waiver:** The failure at any time of any party to demand strict performance by the others of any of the terms, covenants or conditions set forth herein shall not be construed as a continuing waiver or relinquishment thereof, and any party may, at any time, demand strict and complete performance by the other of such terms, covenants and conditions.
- (l) **Force Majeure:** No party shall be responsible or liable to the other party for, nor shall this license deed be terminated (except as provided) as a result of any failure to perform any of its covenants or obligations hereunder if such failure results from Force Majeure i.e. events or circumstances inevitable, unforeseeable, any acts of God and beyond the reasonable control of such party. The party failing to perform as a result of an event of Force Majeure shall no later than fifteen (15) business days from the occurrence of Force Majeure notify in writing the other party of such event of Force Majeure and shall take all action that is reasonably possible to remove such event of Force Majeure.
- (m) **Further assurances:** For the performance of their respective obligations hereunder, the parties shall execute any and all additional documents or instruments and do all such other acts and things, as may be necessary to effectuate the provisions of this license deed. No party shall take any action or fail to take any action that would frustrate the purpose of this license deed and the benefits contemplated hereby.
- (n) **Counterparts:** This license deed may be executed in any number of counterparts, each of which shall be deemed as original and all of which shall together constitute one and the same instrument. Facsimile signatures shall be as effective as originals.
42. That this deed of license has been signed by the Licensee and the Licensor after understanding and accepting the aforesaid terms and conditions.

IN WITNESSETH WHEREOF the parties have set their hands to this deed of license on the date, month and year mentioned above.

**WITNESSES:**

1. *Chandrasekar*  
*SHANKAR GELL*  
 Technical charge  
 Dept of Physics

Dr. H.S. Prasad

*H.S. Prasad*

Dr. Shashi Nijhawan

*Nijhawan*  
 (FOR LICENSOR)  
 INDIAN POLYTECHNIC  
 (Autonomous unit of  
 Anna University)

2. *Karan Yadav*  
 KARAN YADAV  
 (ASSISTANT MANAGER)  
 IOS PVT LTD.



INFINITY OPTICAL SOLUTIONS PVT. LTD.  
 Noosar, Tirunelveli

*[Signature]*  
 (FOR LICENSEE) DIRECTOR