



Government of Uttarakhand

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Certificate No.	: IN-UK39363307085722W
Certificate Issued Date	: 20-Aug-2024 01:31 PM
Account Reference	: NONACC (SV)/ uk1264704/ DOIWALA/ UK-DH
Unique Doc. Reference	: SUBIN-UKUK126470485656078801031W
Purchased by	: NEENU KOTNALA
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: NA
Consideration Price (Rs.)	: 0 (Zero)
First Party	: SRHU
Second Party	: NEENU KOTNALA
Stamp Duty Paid By	: NEENU KOTNALA
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line

LICENSE DEED

THIS LICENSE DEED IS MADE ON THIS 28th DAY OF AUGUST, 2024

BETWEEN

SWAMI RAMA HIMALAYAN UNIVERSITY (SRHU), a University established under Section 2(f) of UGC Act and enacted vide Uttarakhand State Act, having its registered office at Swami Ram Nagar, Jolly Grant, Doiwala, Dehradun through its Registrar Dr. Mukesh Bijalwan, (hereinafter called as the ‘ LICENSOR/FIRST PARTY’)

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Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shinilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

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Mrs. Neenu Kotnala R/o Vill. Raniapur, PO – Ranipokhari, Dehradun (hereinafter called as the LICENSEE/SECOND PARTY) for running Salon Services in the University premises (hereinafter referred as “Premises”)

(The term and expression “Licensor/First Party” and “Licensee/Second Party” wherever used or occurring in the license deed shall always, unless or by necessary implication and /or being contrary to the subject and context mean and include heirs, successors, Administrators, assignee etc. in their respective offices)

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. That this license deed shall come into effect on 26 July, 2024.
2. That this license deed shall remain valid for a period of **One Year**, i.e. w.e.f. **26.07.2024 to 25.07.2025** which can be renewed and/or a fresh deed be executed for further period with a condition of hike in license fee on mutually agreed terms and conditions between both parties. If the deed is not renewed by the second party due to any reason before its due date of expiry but Services are availed by First Party, the license will be deemed to have been renewed on same terms and conditions. This condition will, however, not be applicable in case when the First Party has not renewed the deed but has extended, in writing, for a period of one month.
3. That the license fee shall stand revised/ increased after expiry of the license period defined herein in case the deed is renewed or extended at the discretion of the First Party at such rate as decided by the First Party.
4. That the First Party shall have the right to change the existing premises within the campus at any time without assigning any reason thereof to the Second Party.
5. That the deed can be terminated by either party by giving one month notice. However, in case of gross violation by the “Second Party” of any of the terms and conditions contained in this deed, or even otherwise, the “First Party” reserves the right to terminate the deed forthwith without assigning any reason thereof.

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Swami Rama Himalayan University
Registrar

[Signature]

6. That the Second Party shall abide by rules, terms and conditions laid down herein and such other rules and regulations as may be framed by the First Party from time to time on need base during the tenure of deed.
7. That the First Party shall be entitled and free to impose penalty on the Second Party as decided by the First Party, for non-compliance of any of the term and condition as mentioned in Clause 34 of this deed.
8. That the Second Party will set-up and run a full-fledged salon from the allocated area/space. The details of the space provided to the Second Party for the purpose of this License Deed is provided as highlighted area of **Annexure –I** of this deed.
9. That the possession of duly-built space within the campus has since been taken by the Second Party.
10. That the Second Party shall provide as security deposit of Rs **20,000/- (Rupees Twenty Thousand only)** for due fulfillment of this deed to the First Party. The security amount is refundable after deduction, if any, after completion of deed and/or subsequent to termination of deed. The Second Party shall not be entitled for any interest on the deposited security money or any other amount deposited with the First Party.
11. That Second Party shall deposit with the First Party by fifth of every month Rs **8,250/- (Rupees Eight Thousand Two Hundred Fifty only)** per month towards license fee of the property of the First Party. In addition, GST and other statutory taxes as applicable shall be paid by the Second Party.
12. That the First Party shall be entitled to charge penalty of Rs. **500/- (Rupees Five Hundred Only)** per day in case of the dishonor of license fee provided by the Second Party to the First Party. However, the right of the First Party to file the petition/appeal against the Second Party before appropriate court shall stand reserved.
13. That the Second Party will provide the Salon services six days in a week.
14. That the First Party will not compromise on the quality of material to be displayed and sold through the salon under no circumstances.



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15. That the Second Party shall employ sufficient number of work force for running the salon efficiently to the satisfaction of First Party.
16. That the employees of the Second Party shall not be deemed to be the employees of the First Party for any purpose, hence shall not be entitled to claim any salary, compensation or damages or anything whatsoever from the First Party.
17. That the Second Party will ensure that none of the staff member hired by them will contact any of the authorities of First Party in any matter, including matter relating to payment of the wages, statutory dues etc as it will be the sole responsibility of the Second Party.
18. That Second Party shall ensure that the staff members hired for running the salon will be responsible for their personal hygiene, discipline and conduct of their staff members.
19. That the Second Party shall get the antecedents of the persons to be employed by them and submit a report to First Party before their deployment. The Second Party shall also ensure Police Verification of all personnel employed by them in the premises of the First Party.
20. That the Second Party shall submit complete details of their work force containing the name, address, photograph and a proof of verification of their antecedents. The changes in the manpower deployed, if at any stage, will not be allowed until prior approval/permission of the authorized authority of First Party is obtained. The First Party may require the Second Party to dismiss or remove from the Salon any person or persons engaged by the Second Party upon the work who may be incompetent or misconducts himself and the Second Party shall forthwith comply with such requirements.
21. That the Second Party shall be responsible and shall ensure for the maintenance, hygiene and upkeep of the salon along with adjacent space. In view of any communicable disease the Second Party shall do a compliance of Government/University guidelines regarding the disease and thereby ensure social distancing, arrangement of sanitization, etc. in the salon.
22. That the Second Party shall not make any alterations and/or carry out major civil work at the licensed premises without written permission of the First Party.

23. That the Second Party shall be responsible for displaying at a prominent place at the Salon important telephone numbers like Police Control Room, Fire Control and other important phone numbers to meet any eventuality. The Second Party shall maintain proper liaison with the Fire Fighting Department. The second party shall install Fire Extinguishers at the salon.
24. That the Second Party shall be responsible for the maintenance and safety of moveable and immovable property of the First Party.
25. That the Second Party shall ensure prevention of unauthorized entry of undesirable persons at the salon.
26. That the First Party or their representative(s) shall have exclusive rights to inspect, at any time, without prior information salon, material, maintenance and/or any other area/material, as deemed fit, by the First Party.
27. That the Second Party shall not sublet, assign or part with the services of the salon to any other agency and shall ensure that no other activity is carried out from the salon.
28. That the Second Party will ensure strict prohibition of any alcoholic/intoxicated/tobacco items at and/or in the campus.
29. That the Second Party shall ensure that none of the staff member is found staying within the salon after the working hours.
30. That the Second Party shall be solely responsible for payment of all statutory dues & liabilities like PF, ESI etc. to its employee as applicable by law and submit the documentary evidence for depositing of all these statutory dues to the First Party.
31. That the Second Party shall submit to the Finance Department of the First Party every month copy of PF Challan with details of employee, as applicable.
32. That the First Party shall be entitled to recover all/any demand/penalties from the Second Party issued/raised by any government department due to any default on the part of the Second Party.



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33. That the Second Party shall work as an independent entity and shall not use the name of the First Party in any of their letter-head/cash memo and other stationary items.

34. Penalty Clause for the Second Party

- A. Rs. 5,000/- (Rupees Five Thousand only) if low quality material found in the store or used.
- B. Rs. 5,000/- (Rupees Five Thousand only) if hygienic conditions not maintained.
- C. Rs. 5,000/- (Rupees Five Thousand only) if cleaning staff is not available.
- D. Rs. 20,000/- (Rupees Twenty Thousand only) if any staff member is found using/consumption of alcoholic drinks, drugs, tobacco in any form.
- E. For any other defaults not covered here, a suitable penalty will be charged as per the discretion of SRHU Management.

In case of a repetition, the penalty amount shall be doubled each time and the First Party shall reserve the right to impose further strict penalty beyond the Second time depending upon the gravity of the act or omission or any lapse by the Second Party and may go up to the extent of immediate termination of this license deed without providing any notice period or opportunity to the "Second Party".

The First Party reserves the right to modify, amend, alter, lessen or cancel any or all penal amount of the penalties described in clause 33 of this license deed.

35. That the Second Party shall ensure compliance of statutory norms & requirement for Salon and the employees hired for the Salon.

36. That the Second Party shall be responsible for payment of water & electricity charges, for the units consumed by them in actual and as reflected in the meter as per the University rates. The meter shall be provided by the First Party.

37. That if any provision of this Deed is held to be invalid or unenforceable to any extent, the remainder of this Deed shall not be affected and each provision of this Deed shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Deed shall be replaced with a provision which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.



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38. That this License Deed represents the entire License Deed between the parties and supersedes all previous or other writing and understandings and further any modifications to this License Deed, if required shall only be made in writing between the parties.

39. That the Second Party shall indemnify and keep indemnified the First Party against any claim on account of disability/death/injury/damages/loss to any personnel caused while running the said salon within the premises of the First Party. The Second Party shall indemnifies the First Party against all loss, damages, legal proceedings, claims, liabilities, expenses, payments or outgoings incurred by First Party arising directly or indirectly from :

- a) Any breach of this License Deed by Second Party; &
- b) Any act or omission of Second Party and its staff (including any negligence, unlawful conduct or willful conduct) relating to this License Deed or arising as a consequence of the performance or non - performance of License Deed.

Moreover, First Party shall be entitled to recover from the Second Party all/any demands/penalties raised by the Government Department/Authority because of any default on the part of the second party.

40. Anti-Bribery & Anti-Corruption: Second Party agrees that it will not provide any monetary benefit, gifts or any kind of personal favor to First Party's employees/ officers or to any Third Party for getting the business from SRHU. Second Party further agrees that it will not perform any act of bribery or corruption while dealing with the First Party or any of its Employees. Further, the Second Party and its staff shall not involve in bribery or any corruption while performing their duties under this License Deed. Any breach of this clause could result in termination of License Deed.

41. In no event shall SRHU be liable with respect to the infrastructural, promotional and marketing investment made towards the setting up of the salon (if any) & also for any business expenses, loss of profit or incidental indirect or consequential damages on account of running salon, for any cause.

42. That the SECOND PARTY shall be free to approach the authorities of SRHU in case of any grievance or dispute. SECOND PARTY shall under no circumstances has the right to proceed through any legal proceeding of any kind on behalf of FIRST PARTY or against the FIRST PARTY.



A handwritten signature in blue ink, consisting of stylized letters, located at the bottom right of the page.

43. Any dispute and or difference arising out of or relating to this deed including interpretation of its terms will be resolved through joint discussion by the authorized representatives of both the parties. However, if the disputes are not resolved then the same will be resolved through arbitration of the Arbitrator appointed by the Party of the First Part on the invoking of the Arbitration by either party and with notice in writing in advance of 7 days. The Place of Arbitration shall be at Dehradun. Arbitration proceedings shall be in accordance with the Indian Laws. The decision of the Arbitrator shall be binding on both the parties.

44. All disputes shall fall within the jurisdiction of Dehradun Court.

IN WITNESS WHEREOF the parties hereto have executed.

FOR & ON BEHALF OF FIRST PARTY


Dr. Mukesh Bijalwan

Registrar

Swami Rama Himalayan University

Swami Ram Nagar, Jolly Grant

Dehradun



FOR & ON BEHALF OF SECOND PARTY



Mrs. Neenu Kotnala

Vill. Rainapur

P.O - Ranipokhari

Dehradun

Date: 28.08.2024

Place: Dehradun