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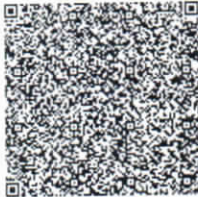
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INDIA NON JUDICIAL

Government of Uttarakhand

e-Stamp

Certificate No. : IN-UK52719494672077W
Certificate Issued Date : 23-Oct-2024 11:33 AM
Account Reference : NONACC (SV)/ uk1284404/ DEHRADUN/ UK-DH
Unique Doc. Reference : SUBIN-UKUK128440412494083666869W
Purchased by : PRABHJYOT ENTERPRISES
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : NA
Consideration Price (Rs.) : 0
 (Zero)
First Party : SWAMI RAM HIMALAYAN UNIVERSITY
Second Party : PRABHJYOT ENTERPRISES
Stamp Duty Paid By : PRABHJYOT ENTERPRISES
Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



Please write or type below this line
LICENSE DEED

THIS LICENSEN DEED MADE ON THIS 13TH DAY OF NOVEMBER, 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 Dehradun through its Registrar, Dr. Mukesh Bijalwan hereinafter called the 'Licensor/First Party'

And



[Signature]

M/s PRABHJYOT ENTERPRISES, having its registered office at 59/D, Race Course, Dehradun through its Proprietor, Mr. Pushvinder Singh Kohli hereinafter called the 'Licensee/Second Party'

Whereas, this License deed is being entered for permitting the Second Party to provide Mess Services to the students of Nursing Course of the First Party within the premises of First Party on the terms & conditions contained hereunder.

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 their heirs, successors, administrators, assignee etc. in their respective offices.

(TERMS AND CONDITIONS)

1. That this License Deed shall deemed to have come into effect on 1st October, 2024 and shall remain valid for a period of one year (i.e., w.e.f. 1st October, 2024 till 30th September, 2024), which can be renewed and/or a fresh deed be executed for further period on mutually agreed terms and conditions between both the parties.
2. That where the deed is not renewed by the First Party, due to any reason before its due date of expiry, but the Mess Services are continued to be availed by the First Party, the license will be deemed to have been renewed on the same terms & conditions. This condition will, however, not be applicable in case when the First Party has not renewed the deed but has extended it, in writing, for a specific period.
3. That this deed can be terminated by either party by giving a **three month advance notice**. However, in case of gross violation by the 'Second Party' of any of the terms & conditions contained in this deed or even otherwise the 'First Party' reserves the right to terminate the deed forthwith without assigning any reason thereof.
4. That the Second Party shall abide by the rules, terms & 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 the deed.
5. That the First Party shall be entitled to and free to impose penalty on the Second Party, as decided by the First Party, for non-compliance of any of the terms & conditions of this deed as mentioned in this deed.

6. That the First Party has duly built proper and spacious space consisting of kitchen, store, office space with electrical fitting/fixtures, electricity connection, furniture, cooking stoves with commercial LPG, utensils, crockery, equipment's and all related material for running the Mess; the possession of which has already been taken over by the Second Party. The details of the area of the space consisting of two kitchens, store, office, washroom, dining hall and LPG store provided to the Second Party for the purpose of this License Deed is provided as highlighted area in **Annexure-I** of this deed. All electrical, electronic and other gadgets provided by the First Party to the Second Party for the purpose of proper mess service shall be used invariably for maintenance of hygiene and health reasons by the Second Party. The maintenance and proper functioning of all the gadgets provided by the First Party shall be the responsibility of the Second Party. So also, the maintenance of fitting/fixtures, furniture, utensils, crockery, equipment's will be the sole responsibility of the Second Party. While the empty Commercial LPG cylinders shall be provided by the First Party, the Second Party shall ensure compliance of all statutory requirements for the usage of commercial LPG. The Second Party shall handover the mess along with all furniture/ fixtures/ equipment's/ crockery/ cooking stoves along with LPG cylinders and other items in good and working condition at the time of termination/expiry of the deed to the First Party. The details of the furniture, fixtures, articles, cooking stoves with commercial LPG, utensils, crockery, equipment's and all material provided to the party of the second part for the purpose of this License Deed are provided as **Annexure-II** of this deed. The properties Licensed to the Second Party shall always remain under absolute title and ownership of the First Party and are liable to be returned back in perfect/good condition on the expiry/termination of this License Deed.
7. That the Second Party shall provide a deposit/ bank guarantee of **Rs. 1,50,000/- (Rupees One Lac Fifty Thousand only)** to the First Party as Security Deposit for due fulfillment of this deed. The security amount is refundable after deduction, if any, after completion of the License Deed or subsequent to termination of the License Deed. The Second Party shall not be entitled for any interest on such security deposit or any other amount deposited with the First Party.
8. That the Second Party will be responsible for payment of the electricity & water charges for the actual units consumed by them and as reflected in the meters, as per the University rates. The meters shall be provided by the First Party.
9. That the Second Party shall provide mess facility as per the mess menu approved by the First Party, consisting of breakfast, lunch, evening tea and dinner, **including supply of raw milk**, at a monthly rate of **Rs. 3,600/- (Rupees Three Thousand Six Hundred Only)** per student to the nursing students.



10. That the Second Party shall be solely responsible to collect the monthly Mess Fee from the students directly. In case a student is on leave on account of vacation and/or sickness for more than seven days in continuity in a month, the mess charges for such leave/vacation period shall be waived-off by the Second Party. Similarly, charges for vacation/holidays declared by First Party for seven days or more in continuity in a month shall also be waived-off by the Second Party.
11. That the Second Party shall be responsible for providing Mess Services all seven days in a week.
12. That the Second Party shall not sell any items through retail sale from the mess.
13. That the Second Party shall not provide Tiffin Services to anyone/outside under any circumstances.
14. That the Second Party shall observe the following Mess timings.
 - A. Breakfast : 7:30 a.m. to 9:00 a.m.
 - B. Lunch : 12:00 noon to 2:00 p.m.
 - C. Evening Tea : 4:30 p.m. to 5:00 p.m.
 - D. Dinner : 7:30 p.m. to 9:00 p.m.
15. That the Second Party shall provide quality and adequate quantity of meals to those availing of mess facility. The Second Party shall ensure use of branded items as per the list given:

Quality of Food Products: The Second Party shall ensure that fresh meals are served every day. The following quality of items will only be used by the Second Party:

1. Double Toned milk shall be used for tea.
2. Cooking Oil: Fortune, Nature Fresh. Any substitute can be used only in exceptional circumstances after approval.
3. Butter: Amul/ Britannia
4. Tea: Tata
5. Coffee: Nescafe/ Bru
6. Spices/ Condiments: Sealed Commercial packs of catch/ MDF1 brand only to be used.
7. Cereals/ Pulses: Best quality available in the market will be used.
8. Flour: Shaktibhog/ Ashirwad (ITC)/ Pilsbury
9. Rice: Whole grain quality approved.
10. Bread: Bonn/Modern
11. Tomato Ketchup: Cremica/ Delmonte/ Kissan
12. Biscuits: Parle/ ITC/ Britannia/ Priya Gold
13. Tinned Fruit Juice: Delmonte/ Real

Note: The Second Party shall ensure that fresh meals are served every day.

The quality/ brand of above items shall be checked by the Dietitian/ Asst. Administrator/ Mess Committee of the First Party in the stores as well as during usage regularly.

16. That the Second party shall follow the Mess Menu as approved by the Mess Committee Members representing the First Party. The Second Party shall ensure displaying the Menu in the Mess and shall not make any amendment without obtaining the prior permission of the First Party.
17. That, under any circumstances, the Second Party shall not compromise on the quality of raw material to be used for cooking. That the Second Party shall provide quality and adequate quantity of food/beverages/snacks to those availing mess services. The Second Party shall ensure use of branded items and that only fresh snacks are provided every day. In event of the default in the compliance of the Food related Laws, the Party of the Second Part shall always remain liable and the party of the First Part shall not be liable in any way.
18. That the Second Party shall employ sufficient number of work force for running the Mess efficiently to the satisfaction of the First Party. The employees of the Second Party, particularly the waiters (food serving people) should be courteous, polite and gentle with students, faculty and staff members.
19. That the employees of the Second Party shall not be deemed to be the employees of the First Party for any purpose and hence shall not be entitled to claim any salary, compensation or damages or anything whatsoever from the First Party.
20. That the Second Party shall ensure that the staff member hired by them shall not contact any of the authorities of the First Party in any matter, including matters relating to payment of the wages, statutory dues etc. Such issues shall be the sole responsibility of the Second Party.
21. That the Second Party shall ensure that the staff employed by it is properly vaccinated and is medically fit to work in the mess for which a 'Medical Fitness Certificate' from the Medical Board of the First Party shall be required to be obtained by it at its own cost. The Second party shall be required to report to the Medical Superintendent's office for the medical examination and procurement of fitness certificate.
22. That the Second Party shall get its work-force examined medically after a period of six months at their own cost. This will be in addition to the medical examination carried out at the time of implementation and commencement of this deed.

23. That the Second Party shall ensure that the staff members hired for running the Mess should follow a dress code as prescribed by the First Party and it shall also be responsible for their personal hygiene, discipline and conduct of its staff members.
24. That the Second Party shall obtain the resume of each person recruited and employed along with their duly attested passport sized photograph, signature and thumb impression. The Second Party shall also ensure undertaking the Police Verification of all personnel employed by them in the premises of the First Party.
25. That the Second Party shall submit a list of complete details of their work force containing the name, address, photograph and a proof of verification of their antecedents for all its staff to be annexed as **Annexure - III**. Any changes in the manpower deployed, at any stage, shall not be allowed until a 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 mess 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.
26. That the Second Party shall be responsible for ensuring the maintenance, hygiene and upkeep of the Mess.
27. That the Second Party shall be solely responsible to ensure compliance of all the statutory norms & requirements regarding Mess Services within the premises of First Party.
28. That the Second Party shall not make any alterations and/or carry out civil work within the mess without obtaining a written prior permission of the First Party. However, annual maintenance of the mess viz. whitewash etc. (as per the standard fixed by the First Party) shall be the responsibility of the Second Party.
29. That the Second Party shall be responsible for displaying, at a prominent place within the Mess, important telephone numbers like Police Control Room, Fire Control etc. required for meeting any eventuality. The Second Party shall maintain proper liaison with the Fire Fighting Department.
30. That the Second Party shall be responsible for the maintenance and safety of moveable and immovable property of the First Party.
31. That the Second Party shall ensure that no unauthorized persons enter inside the Mess areas.
32. That a Mess Committee shall be constituted by the Representatives of the First Party and the

Second Party shall ensure compliance of all the rules, guidelines and other written and /or verbal directions of the First Party and/or the Mess Committee.

33. That the First Party or their representative(s) shall have the exclusive rights to inspect the mess, kitchen, material, food, maintenance and/or any other area/material at any time without any prior information, as deemed fit, by the First Party.
34. That the Second Party shall not sublet, assign or part with the services of the mess to any other agency and shall ensure that no other activity is carried out from the Mess premises.
35. That the Second Party shall ensure strict prohibition of consumption of any alcoholic/intoxicated/tobacco items within the mess.
36. That the Second Party shall ensure that none of their staff member is found staying within the mess after the working hours without obtaining a prior permission in writing from the First Party. Moreover, no employee of Second Party shall wander in the Office/Campus/Hospital.
37. That the Second Party shall not use the name/logo of the First Party in any of their letter-head/cash memo or any other stationary items.
38. That the Second Party shall maintain a 'Complaint & Suggestion Book' wherein the students/visitors using the mess services shall have the right to lodge their complaints/suggestions regarding the Mess services. These complaints/suggestions shall be required to be submitted by the Second Party before the First Party with details of corrective/remedial measures taken against them.
39. That the Second Party shall deploy the selected/recruited Mess staff at the given premises after observing the eligibility criteria as follows:
 1. Age - should not be less than 21 years and not over 45 years.
 2. Language - should be able to speak and understand Hindi.
 3. Personality - should have pleasing personality and hygienic habits.
 4. Character - should be soft spoken and bear a good moral character.
 5. Disease - free from any kind of infectious/contagious disease.
 6. The candidate should be a teetotaler.The Second Party shall present the selected personnel for approval by the First Party. The First Party may review any mess staff selected by the Second Party.
40. That the Second Party may increase/decrease the number of mess staff, after obtaining a prior approval in writing from the First Party, subject to the changing requirements and/or for more effective and efficient discharge of its contractual obligations.

41. That the First Party, at its discretion, may require change in the deployment as per the needs & requirement and the Second Party will be bound to implement the decision in this regard without compromising the quality, effectiveness and efficiency of the services being undertaken in any way.
42. That the mess staff recruited by the Second Party shall be bound to observe all instructions concerning general discipline and behavior. Consumption of liquor, smoking/ chewing tobacco, keeping/ using mobile phones during the Mess timing shall be strictly restricted and punishable as per the Penalty Clause of this License Deed.
43. That the Second Party shall be exclusively liable for due observation and implementation of the statutory compliances & legal requirements under Labour and Factory laws as applicable under Factories Act, 1948, Wages Act, P.F./ESIC & Miscellaneous Provisions Act, Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, The Workmen's Compensation Act, Uttarakhand Labour Commissioner Gazette Notification/Uttarakhand Government orders and all applicable Government Liabilities & laws from time to time. Second Party shall ensure that worker will get the actual payment on monthly basis. Minimum Wage/VDA shall be given by the Second Party as per the statutory requirement/Govt. order.
44. That the Second Party shall indemnify and keep indemnified the First Party against any claim on account of disability/death of any personnel caused while undertaking the said contractual obligations within the premises of the First Party which may be made under the Workmen Compensation Act, 1923 or any other Acts or Statutory Notifications thereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by any personnel of the Second Party or in Laws or Rules made there-under by any person, whether in the employment of the Second Party or not, who provides or undertakes the said contractual services at the premises of the First Party as provided hereinbefore at all times. Further, 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 Service Provider and its staff (including any negligence, unlawful conduct or willful conduct) relating to this License Deed or not-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 because of any default on the part



of the second party.

45. That for all intents and purpose the Second Party will be the 'Employer' within the meaning of various labour laws in respect of the personnel/staff employed and deployed by them for discharging contractual obligations as per this License Deed and likewise all the personnel shall be deemed to be the employees of the Second Party for all intents and purpose. The Second Party shall issue letters of engagement/ appointment to their personnel and furnish copies thereof inter-alia to the First Party, whenever required.
46. That the Second Party shall maintain proper payment register, a copy of which shall be submitted to the University on monthly basis. The Second Party shall provide the First Party with all the documents requested by the First Party.

47. **LIABILITIES & REMEDIES**

- A) That one senior staff of Second Party shall always be available at the place of the deployment of the personnel provided by them and counsel/supervise them for providing efficient services. The Second Party and its supervisors shall exercise total superintendence, control and supervision over the staff/ personnel recruited and deployed by them in the premises of the First Party, to the exclusion of First Party and its employees.
- B) That in case of any exigency or emergency, the Second Party shall ensure the presence of their Senior Management Officer to report to desired location/ University without any loss of time.
- C) That the Second Party shall not change their staff frequently without prior intimation to the First Party.
- D) That the First Party will not be Liable to provide any Transport, Canteen, Medical or Living facility to the staff deployed by the Second Party unless specified otherwise.
48. That any letter, notice or any other communications, under this License Deed, sent by Registered Post/ Courier to the Second Party at the address as mentioned in this License Deed or any other address lastly notified by it, shall amount to due service of such letter, notice or any other communication on the Second Party.
49. That the various captions used in this License Deed are for the organizational purpose only and may not be used to interpret the provisions hereof. In case of any conflicts between the

Captions and the Text, the Text shall prevail.

50. That during the subsistence of this License Deed or on early termination or expiry thereof no right will vest in or accrue to personnel/workforce of the Second Party to claim regularization/ absorption in the services of the First Party and/or to claim same/ similar benefits, perks facilities at par with the employees of the First Party.

51. Penalty Clause for the Second Party

- A. Rs. 5000/- if low quality raw material found in the store or used
- B. Rs. 5000/- if authorized menu not followed
- C. Rs. 5000/- if hygienic conditions not maintained
- D. Rs. 5000/- if cleaning staffs not available
- E. Rs. 10,000/- if insect/ foreign bodies found in the food.
- F. Rs. 500/- for not following the Uniform Code of dressing.
- G. Rs. 20,000/- if any staff member is found using/consumption of alcoholic drinks, drugs, tobacco in any form.
- H. For any other defaults not covered here, a suitable penalty shall be charged as per the discretion of SRHU management.

In case of repetition of any offence, the above penalty amount shall be doubled, depending upon the gravity of the act or omission or any lapse by the Second Party, and the First Party shall reserve the right to impose further strict penalty up to the extent of termination of the license deed without providing any opportunity to the 'Second Party' beyond the third time.

52. That if any provision of this License Deed is held to be invalid or unenforceable to any extent, the remainder of this License Deed shall not be affected and each provision of this License Deed shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this License Deed shall be replaced with a provision which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.
53. That this License Deed represents the entire License Deed between both the parties and supersedes all previous or other writing and understandings. Any further modifications to this License Deed, if required, shall only be made in writing between the parties.
54. Anti-Bribery & Anti-Corruption: Second Party agrees that it will not provide any monetary benefit, gifts or any kind of personal favour 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.

55. That the SECOND PARTY shall be free to approach the authorities of Swami Rama Himalayan University in case of any grievance or dispute. SECOND PARTY shall under no circumstances have the right to proceed through any legal proceeding of any kind on behalf of the FIRST PARTY or against the FIRST PARTY.
56. Any dispute and/or difference arising out of/or relating to this deed, including interpretation of its terms, shall be resolved through joint discussion by the authorized representatives of both the parties. However, if the disputes are not resolved amicably between the parties, then the matter shall be referred to the Hon'ble Vice Chancellor of SRHU, whose decision shall be final & binding on both the parties.
57. All disputes are subject to the jurisdiction of courts at Dehradun, Uttarakhand.

IN WITNESS WHEREOF the parties hereto have executed.

FOR & ON BEHALF OF FIRST PARTY **FOR & ON BEHALF OF SECOND PART**


Dr. Mukesh Bijalwan
Registrar
Swami Rama Himalayan University
Swami Ran Nagar, Jollygrant, Doiwala
Dehradun




Mr. Pushvinder Singh Kohli
Proprietor
M/s Prabhjyot Enterprises
59/D, Race Course
Dehradun

WITNESS

1.....

2.....