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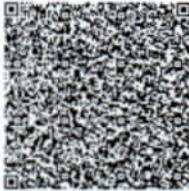
Government of Uttarakhand

₹100

e-Stamp



Certificate No.	: IN-UK47027503709644W
Certificate Issued Date	: 25-Sep-2024 09:41 AM
Account Reference	: NONACC (SV)/ uk1264704/ DOIWALA/ UK-DH
Unique Doc. Reference	: SUBIN-UKUK126470401036446213650W
Purchased by	: MANISH TAXI SERVICE
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: NA
Consideration Price (Rs.)	: 0 (Zero)
First Party	: SRHU
Second Party	: MANISH TAXI SERVICE
Stamp Duty Paid By	: MANISH TAXI SERVICE
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



LICENSE DEED

THIS LICENSE DEED MADE ON THE 18TH DAY OF NOVEMBER, 2024

Please write or type below this line

BETWEEN

Swami Rama Himalayan University (SRHU), a University established under Section 2(f) of UGC Act and enacted vide Uttarakhand State Act, hereinafter called the 'Licensor/First Party', having its registered office at Swami Ram Nagar, Jolly Grant, Dehradun through its Registrar, Dr. Mukesh Bijalwan, hereinafter called 'First Party'

And

M/s Manish Taxi Services, Bhaniyawala, Doiwala, Dehradun through its proprietor, Mr. Manish Chakravarty, hereinafter called as the 'Licensee/Second Party', for permitting the Second Party to provide parking services on the campus of the First Party on the terms and conditions contained hereunder.

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MANISH TAXI SERVICES
Manish Chakravarty
Proprietor

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.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.

The term and expression "Licensor/First Party" and "Licensee/Second Party" wherever used or occurring in the deed of agreement 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, THIS LICENSE DEED WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES AS HEREUNDER:

1. That this license deed shall be deemed to have come into effect on 01st October, 2024 and shall remain valid for a period of **One Year** (i.e., from **01st October, 2024** till **30th September, 2025**), which may be renewed for further period on mutually agreed terms and conditions between both the parties.
2. That where the First Party does not renew the license deed before its due date of expiry due to any reason but continues availing the Parking Services even after the expiry of the due date, the license deed will be deemed to have been renewed on the prevailing terms & conditions till such period of the extension as may be confirmed and granted by the First Party. However, such extension shall not be applicable where the First Party has issued the letter/notice for the termination of the License Deed or restricted the License period on such conditions as may be imposed by the First Party.
3. That the deed can be terminated by either party by giving three months notice. However, in case of gross violation of any of the terms and conditions contained on this deed by the 'Second Party' or even otherwise, the 'First Party' reserves the right to terminate the deed forthwith without assigning any reasons thereof.
4. That the Second Party shall provide Bank Guarantee of Rs. **1,27, 050/- (Rupees One Lac Twenty Seven Thousand and Fifty Only)** as security for due fulfillment of this deed to the First Party. The security amount will be refundable, after deduction if any, on completion and/or subsequent to the termination of the 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.
5. That the Second Party shall deposit monthly license fee, in advance, amounting Rs. **10,000/- (Rupees Ten Thousand only)** per month to the First Party by the fifth of every month. In addition, GST and other statutory taxes, as applicable from time to time, shall be payable by the Second Party. In case the Second Party does not deposit the license fee by the fifth of month the First Party shall be entitled to charge a penalty of Rs. 500/- (Rupees Five Hundred Only) per day, till the date of actual payment of License fee.
6. That the Second Party shall submit 12 Nos. of postdated cheques, amounting to Rs. **10,000/- (Rupees Ten Thousand only)** each, in advance towards payment of monthly license fee at the time of signing of the license deed.
7. That the First Party shall provide the Second Party a proper parking space with office space with electrical fitting/fixtures, electricity connection possession of which has already been taken over by the Second Party. The maintenance and proper functioning of all the gazettes provided by the First Party shall be the responsibility of the Second Party. The details of the area of the space consisting of office and parking area provided to the Party of the second part for the purpose of this License Deed is provided as highlighted area of **Annexure-I** of this deed. The Second Party shall hand-over the office along with all furniture/fixtures/equipments and other items in perfectly good working conditions at the time of termination/expiry of the deed to the First Party. The properties under this license deed given to the party of the Second Part shall always remain under absolute title and ownership of the party of the First Part and are liable to be returned back in perfect condition on the expiry/determination/termination of this License Deed.



Mamoh Chakraborty

8. That the First Party shall provide proper lighting arrangement at the parking area provided to the Second Party; the electricity bill for the same will be paid by the Second Party as per actual electricity consumed and as per University norms/rates.
9. That the Second Party shall employ sufficient number of work force for running the Parking service efficiently to the satisfaction of the First Party and employees of Second Party should be courteous, polite and gentle with public.
10. 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 etc. from the First Party.
11. That the Second Party is authorized to operate Parking Services only from the premises of the First Party. The Second Party is required to provide Parking Services round the clock.
12. That the Second Party shall alone be responsible for safe custody of all the vehicles parked within the parking zone under the possession of the Second Party. As a custodian of the vehicles parked in the parking zone, the Second Party shall be responsible for all kind of loss/damage to the vehicles either due to theft, fire or any other reason.
13. That the Second Party will ensure that none of the its staff member contacts any of the authorities of the First Party in any matter, including matter relating to payment of the wages, statutory dues etc. as it all will be the sole responsibility of the Second Party.
14. That the Second Party shall have police verification of its work-force and shall submit the copy to the police verification report before the First Party. That the Second Party shall ensure that the staff members, hired for look after parking work, follows a uniform/ dress code and the Second Party shall be solely responsible for the personal hygiene, discipline and conduct of its staff members. That the Second Party shall be responsible and shall ensure for the maintenance, hygiene and upkeep of the licensed premise, office, along with adjacent space. The second party shall ensure that their employees strictly follow the guidelines of Government/University for COVID-19, which includes proper sanitization, wearing mask, maintaining of social distancing etc.
15. That the Second Party will submit a complete details of their workforce containing their name, address, photograph and a proof of verification of their antecedents in the format at annexed in the **Annexure – II** and will submit to the First Party.
16. 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 off all these statutory dues to the First Party.
17. That the Second Party shall submit to the accounts department of First Party every month copy of PF Challan with details of employee, as applicable.
18. That the Second Party shall ensure prevention of unauthorized entry of undesirable persons within the Office provided to the Second Party by the First Party.
19. That the Staff of the Second Party shall keep their identity card with them while sitting in the Office or during their working hours.
20. That the Second Party will ensure strict prohibition of any alcoholic/intoxicated/tobacco items within the premises/office area provided to the Second Party by the First Party.



MANISH TAXI SERVICES
Manish Tewari
Proprietor

21. That the Second Party shall be an independent contractor and shall not use the name of the First Party in any of their letter head/cash memo and other stationary items etc.
22. That the Second Party shall ensure presence of its efficient employees in the parking area round the clock & also ensure parking of the vehicles only at the area designated for the purpose and any default would attract a penalty of Rs 5,000/- (Rupees Five thousand only) each time. All vehicles in the parking area shall be parked in an organized way so that no one face any inconvenience.
23. That the Second Party shall maintain a 'Complaint & Suggestion Book' wherein the visitors may lodge their complaints/suggestions regarding Services. the Second Party shall be required to be submitted these complaints/suggestions before the First Party for taking corrective/remedial measures.
24. The rates of the parking for 12 hours will be as under:

a. Car	-	Rs. 30/-
b. Scooter	-	Rs. 10/-
c. Cycle	-	Free
d. Staff Parking	-	Free
25. That the Second Party shall be required to display the rates of parking at the entrance of the parking area, for the convenience of the general public at large.
26. That the Second Party shall abide by the 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 the deed.
27. That the Second Party shall ensure that the Second Party and any of its staff do not overcharge for the service of parking, failing which the first party may impose the penalty over the second party and on repetition of same the deed is liable to be terminated immediately by the First Party.
28. That the First Party shall be entitled and free to impose following penalty on the Second Party as decided by the First Party for non-compliance of any of the terms and conditions of this deed.

- A. Rs. 5000/- if vehicles are not parked in an organized way in the designated area.
- B. Rs. 5000/- if no staff of second party is present in the parking area.
- C. Rs. 5,000/- if hygienic conditions not maintained in parking area/office.
- D. Rs. 5,000/- if Uniform Code of dressing is not followed.
- E. Rs. 5000/- if there is unauthorized entry of undesirable person.
- F. Rs. 10,000/- if the rates charged are in excess of the approved rates.
- G. Rs. 25,000/- along with a criminal complaint to be lodged with the Police, if any staff member is found using/consuming 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, the penalty amount shall be doubled, depending upon the gravity of the act or omission or any lapse by the Second Party beyond the third time 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".



MANISH TAXI SERVICES
Manish Kumar
Proprietor

29. That if any provision of this License 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.
30. 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.
31. 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 person caused while managing the said parking 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.
32. 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.
33. In no event shall SRHU be liable with respect to the infrastructural, promotional and marketing investment made towards the said business & also for any business expenses, loss of profit or incidental indirect or consequential damages on account of running the said business, for any cause.
34. 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.
35. That 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 parties.

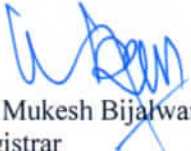


MANISH TAXI SERVICES
Manish Kumar
Proprietor

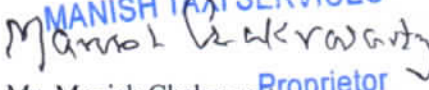
36. All disputes are subject to the Jurisdiction of courts at Dehradun, Uttarakhand.

IN WITNESS WHEREOF the parties hereto have executed.

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


Dr. Mukesh Bijalwan
Registrar
Swami Rama Himalayan University
Swami Ram Nagar
Dehradun




Mr. Manish Chakravarty
M/s Manish Taxi Services
Bhaniyawala, Doiwala
Dehradun

MANISH TAXI SERVICES
Proprietor

Date : 18TH November, 2024

Place: Dehradun

Witness 1

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Witness 2

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