

सत्यमेव जयते

INDIA NON JUDICIAL

Government of Uttarakhand

e-Stamp

₹100

Certificate No. : IN-UK45007529788800V
Certificate Issued Date : 03-Apr-2023 09:59 AM
Account Reference : NONACC (SV)/ uk1271704/ DOIWALA/ UK-DH
Unique Doc. Reference : SUBIN-UKUK127170496033523254066V
Purchased by : SHYAM LAL AND GRAND SONS
Description of Document : Article Miscellaneous
Property Description : NA
Consideration Price (Rs.) : 0
 (Zero)
First Party : SWAMI RAMA HIMALAYAN UNIVERSITY SRHU
Second Party : SHYAM LAL AND GRAND SONS
Stamp Duty Paid By : SHYAM LAL AND GRAND SONS
Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



मीनू धीमान
 स्टाम्प विक्रेता (एन0नॉ-143)
 डोईवाला, देहरादून

Please write or type below this line

LICENSE DEED

THIS LICENCE DEED, MADE ON THIS 03RD DAY OF APRIL, 2023

BETWEEN

Swami Rama Himalayan University (SRHU), a University established under Section 2(f) of UGC Act and enacted vide Uttarakhand Act No. 12 of 2013, having its registered office at Swami Ram Nagar, P.O Jolly Grant, Doiwala, Dehradun - 248016 through its Registrar, Dr. Susheela Sharma hereinafter called as the '**Licenser/First Party**').

AND

Page 1

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 Corporation of India.
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. The onus of checking the legitimacy is on the users of the certificate.
4. In case of any discrepancy please inform the Competent Authority.



M/s Shyam Lal & Grand Sons through its Proprietor, Mr. Akshat Arora, having its registered office at Ground Floor, Ward No. 3, Shop No.-1, Main Chowk Bazar, Doiwala, Dehradun, Uttarakhand hereinafter called the “Licensee/Second Party”),

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.

WHEREAS this arrangement is being entered for providing essential services to the residents of the campus of the First Party for their daily general needs viz. grocery/ration, toiletries, stationary, sundry items including non-alcoholic beverages etc. through a Modern Grocery Retail Store run by the Second Party under the brand name M/s Shyam Lal & Grand Sons on the terms & conditions contained hereunder:-

(TERMS AND CONDITIONS)

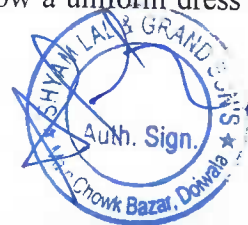
That this License Deed will remain valid for a period of **Two Years** i.e. from **10th April, 2023 to 09th April, 2025** and can be renewed and/or a fresh deed be executed for further period on mutually agreed terms and conditions between both parties.

1. That if the First Party due to any reason does not renew the deed before its due date of expiry but services are continued to be availed by the First Party, the license will be deemed to have been renewed on the prevailing terms and conditions. This condition will however not be applicable in case where the First Party has not renewed the deed but has extended the same, in writing, for a specific period.
2. That the First Party agrees to provide space to the Second Party for running of a Modern Grocery Retail Store. The space shall include one hall for display & sale of grocery items etc. and 2 rooms for storage/office purpose on the same floor including the terrace on the same floor (hereinafter called “the Premises”). Details of the area, fitting & fixtures provided to the Second Party for the purpose of this License Deed are provided as highlighted area of **Annexure-1** of this deed. The Second Party shall work within the licensed space, as detailed herein. The Second Party shall hand-over the above defined site and the fittings & fixtures in good working condition to the First Party at the time of termination of the deed. Fixtures, fitting, machines, equipment’s etc. installed by the Second Party at the above defined site shall be allowed by the First Party to be taken-away by the Second Party after clearance of all dues of the licensor.
3. That the First Party has agreed to provide the Premises at a monthly license fee of **₹. 40,000/- (Rupees Forty Thousand only)**. In addition, GST and other statutory taxes already applicable and additional if applicable at a future date shall be paid by the Second Party.



Auth. Sign.

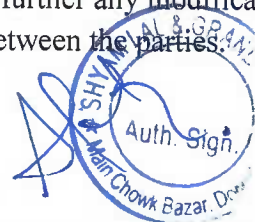
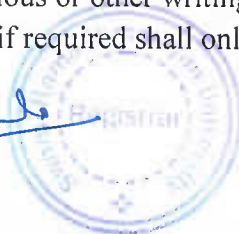
4. That the Second Party shall provide a deposit/bank guarantee of **Rs. 200000/- (Rupees Two Lac only)** as security for due fulfillment of this deed to the First Party. The security amount shall be refundable, after deduction if any, on completion and/or subsequent to the termination of the deed. The 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 either party may terminate the deed by giving one months' notice. However, in case of gross violation by the Second Party of any of the terms and conditions contained in this deed, First Party reserves the right to terminate the deed forthwith without assigning any reason thereof.
6. That the Second Party shall deposit the monthly license fee amount with the First Party by fifth of every month, as per the clause 3 of this deed after deduction of TDS as applicable. In case the second party doesn't deposit the monthly license fee on or before the due date, the second party shall be liable to pay the first party a penalty of ₹. 2000/- (Rupees Two Thousand Only) per day, till the day of payment of license fee of that month.
7. 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.
8. 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 terms and conditions of this deed.
9. That the Second Party shall ensure that under no circumstances items in the premises are sold beyond their MRP rates.
10. That the Second Party shall provide their services seven days a week at mutually agreed timings.
11. That the Second Party shall ensure providing quality and branded products at the premises.
12. That the Second Party under no circumstances shall compromise on the quality of material to be displayed and sold at the premises
13. That the Second Party shall employ sufficient number of work force for providing smooth services at the premises to the satisfaction of the First Party.
14. That the Second Party shall ensure that its staff shall follow a uniform dress code at all times during the working hours inside the premises.



15. 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. Second Party shall deposit in the accounts office of the First Party all the documents related to compliance of such statutory provisions.
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 shall ensure that none of the staff hired by them contacts any authorities of the First Party on any matters, including matter relating to payment of the wages, statutory dues etc. as these shall be the sole responsibility of the Second Party.
18. That the Second Party shall ensure and be responsible for the personal hygiene, discipline and conduct of their staff hired for running the store at the premises.
19. That the Second Party shall be responsible for getting the antecedents of the person to be employed by them and submit a report containing the name, address, photograph and a proof of police verification to the First Party before their deployment annexed as **Annexure-II** of this deed.
20. That any change in manpower deployment, at any stage, shall not be permissible 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 premises, any person or persons engaged by the Second Party upon the work who may be found incompetent or misconducts himself. The Second Party shall comply with all such requirement within 24 hours of such notice.
21. That the Second Party shall ensure and be responsible for the maintenance, hygiene and upkeep of the premises along with its adjacent space.
22. That the Second Party shall not make any alteration and/or carry out any civil work at the premises without a prior written permission of the First Party.
23. That the Second Party shall be responsible for payment of electricity charges @ Rupees 10/unit, or as applicable from time to time, for the units consumed by them in actual and as reflected in the energy meters. The sub-meter shall be provided by the First Party.



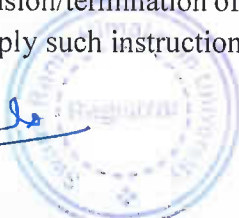
24. That the Second Party shall be responsible for displaying at a prominent place at the premises important telephone numbers like Police Control Room, Fire Control and other important phone numbers to meet any eventuality.
25. That the Second Party shall be responsible for the maintenance and safety of moveable & immoveable property of the First Party.
26. The second party shall ensure that their employees strictly follow the guidelines of Government/University for COVID-19, which includes sanitization of licensed premises, wearing mask, maintaining of social distancing etc.
27. That the Second Party shall ensure prevention of unauthorized entry of undesirable persons at the premises.
28. That the First Party or their representative (s) shall have exclusive rights to inspect, at any time, without prior information premises, material, eatable items, maintenance and/or any other area/material, as deemed fit, by the First Party.
29. That the Second Party shall not sublet, assign or part with the services inside the premises to anyone and shall ensure that no other activity is carried out from the premises. Further, the Second Party shall be solely responsible to ensure compliance of all statutory norms & requirements in regards to its activities/services in the licensed Premises.
30. That the Second Party shall ensure strict prohibition on availability of any spurious/adulterated/unhygienic/expired/prohibited/illegal/contaminated/toxic goods, including alcoholic/intoxicated/tobacco items in the premises and shall also ensure that none of its staff consume alcoholic/intoxicated/tobacco items inside the premises of licensed space and/or in the campus.
31. That the Second Party shall ensure that none of the staff member is found staying within the premises after the working hours. Moreover, no employee of Second Party shall wander in the Offices/Campus/Hospital of the First Party.
32. That the Second Party shall not use the name of the First Party in any of their letter heads/cash memo and other stationary items.
33. That any letter, notice or other communications under this License Deed shall be sent by Registered post/Courier to the Second Party at the address as mentioned in this License Deed or any other address last notified by it. The same shall amount to due service of such letter, notice on the Second Party.
34. That this License Deed represents the entire License Deed between the parties and supersedes all previous or other writing & understanding and further any modifications to this License Deed, if required shall only be made in writing between the parties.



35. That various captions used in this License Deed are for the organizational purpose only and may not be used to interpret the provisions thereof. In case of any conflicts between the Captions and the Text, the Text shall prevail.
36. That during the subsistence of this License Deed or on its early termination or expiry thereof, no right shall vest in or accrue to the personnel/workforce of Second Party to claim regularization/absorption in the services of First Party and/or to claim same/similar benefits, perks or facilities at par with the employees of the First Party.
37. That the Second Party shall be responsible to comply with all the safety norms, including fire safety norms as prescribed by the Statutory Authorities.
38. Penalty Clause, applicable in the Premises, for the Second Party :-
- A. Rupees 10,000/- if any material found to be sub-standard.
 - B. Rupees 10,000/- if no fire extinguishers is found installed or the installed fire extinguishers are found defective/in-operable at any time during the tenure of the License Deed.
 - C. Rupees 10,000/- if the rates charged are in excess of the MRP.
 - D. Rupees 10,000/- if hygienic conditions not maintained at all times.
 - E. Rupees 5,000/- in the case of misbehavior with students & employees of the University.
 - F. Rupees 500/- if Uniform Code of dressing is not followed.
 - G. Rupees 20,000/- along with a complaint to be lodged with the Police, if any staff member consumes or is found using/consuming alcoholic drinks, drug, tobacco in any form.
 - H. Rupees 5,000/- in case of any unauthorized person found staying in the premises.
 - I. Rupees 5,000/- in case the approved time schedule is not followed.
 - J. Rupees 20,000/- in case of trading of restricted items viz. alcohol, drugs, cigarettes, tobacco etc.
 - K. Rupees 20,000/- in case spurious/adulterated/unhygienic/expired/prohibited/illegal/contaminated/toxic goods are found in the premises.
 - L. For any other acts/omissions not defined hereinabove, 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 forthwith without providing any opportunity to the Second Party.

39. That where any employee of the Second Party is found to be involved in any act of indiscipline, including but not limited to the provisions of clause 38 of this License Deed, outside the premises but within the campus of the First Party, the First party shall be entitled to instruct for suspension/termination of such employee with immediate effect. The Second Party forthwith comply such instructions.



40. 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 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 services at the premises of the First Party as provided hereinbefore at all times. Further, the Second Party shall indemnify 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 licensee 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 default in performance of License Deed.
41. That the Second Party shall be free to approach the authorities of SRHU in case of any grievance or dispute. The Second Party shall under no circumstances have the right to proceed through any legal proceeding of any kind on behalf of First Party or against the First Party.
42. 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.
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 which shall be 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 either at Dehradun or at the office of such arbitrator in accordance with the Indian Laws and the Law of Arbitration as may be applicable for the time being. The decision of the Arbitrator shall be binding on both the parties.
44. All disputes shall be 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


3/4/23

Dr. Susheela Sharma
Registrar
Swami Rama Himalayan University
Swami Ram Nagar, Dehradun



M/s Shyam Lal & Grand Sons
Sh. Akshat Arora, Proprietor
ground Floor, Ward No.3, Shop No.1,
Main Chowk Bazar, Doiwala, Dehradun,
Uttarakhand

Date : 03-04- 2023

Place: Dehradun

Witness:-

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Witness:-

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