



सत्यमेव जयते



IN-UK02256560235039W

INDIA NON JUDICIAL

Government of Uttarakhand

e-Stamp

Certificate No. : IN-UK02256560235039W
 Certificate Issued Date : 02-Feb-2024 10:35 AM
 Account Reference : NONACC (SV)/ uk1204904/ DEHRADUN/ UK-DH
 Unique Doc. Reference : SUBIN-UKUK120490411172396272779W
 Purchased by : HIMALYAN REPROGRAPHICS DEHRADUN
 Description of Document : Article 5 Agreement or Memorandum of an agreement
 Property Description : NA
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : SRHU DEHRADUN
 Second Party : HIMALYAN REPROGRAPHICS DEHRADUN
 Stamp Duty Paid By : HIMALYAN REPROGRAPHICS DEHRADUN
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



ROHIT KUMAR
 Stamp Vendor
 Court Compound, Dehradun
 Ph.: 9557826510

LICENSE DEED

Please write or type below this line
THIS LICENSE DEED IS MADE ON THIS 23rd DAY OF FEBRUARY, 2024

BETWEEN

Swami Rama Himalayan University (SRHU), a University established under Section 2(f) of UGC Act, 1956 vide ~~Uttarakhand State Act~~, having its registered office at Swami Ram Nagar, P.O. Jolly Grant, Doiwala, Dehradun - 248016 through its Registrar, Dr. Mukesh Bijalwan hereinafter called as the 'First Party')

AND

M/s Himalyan Reprographics, 12 Court Road, Dehradun through its **Authorized Signatory** (hereinafter called as the 'Second Party') for providing and maintaining the Photocopier Machines by the Second Party to the First Party on the terms and conditions contained hereunder.



Page 1 of 4

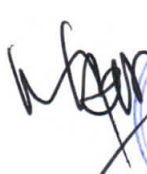
Subscribing Alert:

1. The authenticity of the stamp certificate should be verified at 'www.sholestamp.com' or using e-Stamp Mobile App of Stock Holding Corporation of India Ltd. and as available on the website / Mobile App renders it invalid.
 2. The user 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 'First Party' and '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 in their respective offices.

Wherein both the parties mutually agree as under:

- 1) That the Second Party shall provide **10 (ten)** Photocopier Machines which are already installed at places/offices decided by the First Party. In addition, the Second Party shall also provide one additional photocopy machine as a stand-by arrangement to the First Party on a charge-free basis.
- 2) That the electricity, fittings/fixtures, installation and related connections shall be provided by the First Party. The electricity bills towards running of the machines shall be borne by the First Party.
- 3) That the First Party will pay a rent @ **₹. 3,500/- (Rupees three thousand five hundred only)** per month per machine exclusive of GST to the Second Party except for the additional machine provided as stand-by arrangement on a charge free basis. Other applicable Tax (if any) shall also be deducted from the rent.
- 4) That the First Party shall be entitled for 1,500 numbers of free photocopies from each copier per month. For copies over and above the above defined quantity, **₹.0.35 (Paissa thirty five only)**, exclusive of GST per photocopier shall be payable to the Second Party.
- 5) That the cost of the stationery for purpose of photocopy shall be borne by the First Party.
- 6) That the cost of toner, developer and maintenance of photocopier machines shall be borne by the Second Party.
- 7) That the Second Party shall depute its service engineer, free of charge once in every two months, for inspecting the photocopiers in order to ensure their trouble free operation. In case of default, the First Party may call a service engineer on its own and deduct his service charges from the rent paid to the Second Party.
- 8) That after every inspection, the service engineer shall submit his inspection report to the undersigned. The inspection report shall bear the signatures of the operators of the department(s) where the photocopier is installed, stating the condition/status of the photocopier.
- 9) That in case of break-down of any machine, the Second Party shall provide replacement of the said machine within two hours to the First Party; failing which the First Party shall be authorized to deduct ₹. 100/- (Rupees one hundred only) per hour from the monthly rent till the replacement is received or the fault is rectified.
- 10) That where the up gradation of photocopy/digital machine is required by the First Party, the Second Party shall provide the same without levying any additional charges.



Page 2 of 4

- 11) That either party may terminate the license deed by giving an advance notice of ONE (01) month in writing to the other party. However, in case of gross violation by the 'Second Party' of any of the terms & conditions contained in this deed or any irregularity or unsatisfactory services on the part of Second Party or even otherwise the First Party reserves the right to terminate the license deed forthwith without any notice to the Second Party.
- 12) This license is valid for a period of one year i.e. from **01.02.2024 to 31.01.2025**.
- 13) 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 etc.
- 14) 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 this license deed.
- 15) That the Second Party shall indemnifies the First Party against all loss, damages, claims, liabilities, expenses, payments or outgoings, incurred by First Party arising directly or indirectly from :
(a) Any breach of provision of this deed by Second Party; &
(b) Any act or omission of Second Party or 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 this license deed.
- 16) 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 have the right to proceed through any legal proceeding of any kind on behalf of First Party or against the First Party.
- 17) 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 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.
- 18) That, in no event shall SRHU be liable for any business expenses, loss of profit or incidental indirect or consequential damages to the Second Party on account of performing services under the present license deed, for any cause.
- 19) Force Majeure : That neither party shall in any circumstances whatsoever be liable to the other Party for any delay or failure to fulfil its obligations under this agreement where any such delay or failure is caused in whole or in part by any Act of Terrorism, Biological or Chemical Contamination or to the extent that any such delay or failure arises from any other cause beyond its control, including, without limitation, fire, floods, acts of Nature, acts or regulations of any governmental authority, war, riots, epidemic etc.

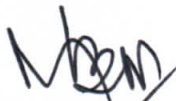


20) That in case of any dispute and/or difference arising out of or relating to this deed including interpretation of its terms shall be resolved through joint discussion by the authorized representatives of both the parties. However, if the disputes are not resolved then the same shall be resolved through the sole arbitration of Hon'ble Vice Chancellor of SRHU or a person nominated by him, in accordance with the Indian Laws. The venue of the arbitration proceeding shall be at Dehradun. The decision of the Arbitrator shall be binding on both the parties.

21) All disputes shall fall within the jurisdiction of Dehradun Court.

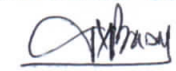
IN WITNESS WHEREOF the parties hereto have executed.

FOR & ON BEHALF OF FIRST PARTY


Dr. Mukesh Bijalwan
Registrar
Swami Ram Nagar, Doiwala
Dehradun



FOR & ON BEHALF ON SECOND PARTY


M/s Himalyan Reprographics
12, Court Road
Dehradun

Date : 23.02.2024

Place : Dehradun

Witness 1.

.....
.....
.....

Witness 2.

.....
.....
.....