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Government of Uttarakhand

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Certificate No.

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Certificate Issued Date

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Purchased by

B2 HOSPITALITY SERVICES

Description of Document

Article 5 Agreement or Memorandum of an agreement

Property Description

Consideration Price (Rs.)

(Zero)

First Party

NA

Second Party

B2 HOSPITALITY SERVICES

Stamp Duty Paid By

B2 HOSPITALITY SERVICES

Stamp Duty Amount(Rs.)

(One Hundred only)





Please write or type below as line

LICENSE DEED

THIS LICENSE DEED IS MADE ON THIS 04TH DAY OF AUGUST, 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, Jolly Grant, Doiwala, Dehradun through its Registrar Dr. Susheela Sharma, (hereinafter called as the 'LICENSOR/FIRST PARTY')

B2 Hospitality Services, having his registered office at Pragati Vihar, Nimbuwala, Garhi Cantt., Dchradun through its partner Mr. Vikas Upreti (herein after called "Licensee/Second Party") is being entered for running the the House Laundry Services at the premises provided by the First Party to the Second Party, on the terms & Conditions contained herein under.

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The term and expression "Licenser/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.

(TERMS & CONIDITIONS)

- 1. That this license deed will remain valid for a period of 05 Years, w.e.f. 01.07.2023 to 30.06.2028 which can be renewed for further period 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. However, the first Party shall have the right to revise the License fee for the extended period.
- 2. That the deed can be terminated by either party by giving Thee 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.
- 3. 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.
- 4. That the First Party shall be entitled and free to impose penalty as per Clause 50 of this deed, on the Second Part as decided by the First Party for non compliance of any of the term and condition of this deed.
- 5. That the Second Party shall report exclusively to the Registrar, SRHU.
- 6. That the First Party shall provide the Second Party a duly built space with electricity connection and electrical fittings/fixtures. The maintenance and proper functioning of all the fitting/fixtures provided by the First Party shall be the responsibility of the Second Party. The details of the area of the space provided to the party of the second part for the purpose of this License Deed is provided as highlighted area of Annexure-1 of this deed. The Second Party shall hand-over the premises along with all fitting/fixtures and other items in working conditions at the time of termination/expiry of the deed to the First Party. The properties under the Lease given to the Party of the Second Part shall remain under absolute title and ownership of the party of the First Part and are liable to be returned back in perfect good condition on the expiry/determination/termination of the License Deed.
- 7. That the Second Party shall ensure compliance of all statutory requirements at their own cost and responsibility.
- 8. That the Second Party shall not be allowed to provide Laundry Services to the outsiders or to the other residents of the local areas residing outside the University campus.
- 9. That the Second Party, shall indemnify the First Party for all loss/damage caused to the First Party on account of non-compliance of the statutory requirements by the Second Party.
- 10. That the Second Party shall be solely responsibility to ensure compliance of statutory norms & requirements in regards to the employees hired for the Laundry Services.

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- 11. 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.
- 12. That the Second Party shall ensure that none of the staff member hired by them will contact any of the authorities of First Party in the matter relating to payment of the wages, statutory dues etc. as it will be the sole responsibility of the Second Party.
- 13. That the Second Party shall ensure proper vaccination and medical fitness of staff employed by them to work in the outlet for which a Medical Certificate, form the Medical Board of the First Party, shall be required to the obtained by the Second Party at their own cost.
- 14. That the Second Party shall get the antecedents, of the persons to be employed by them verified and submit to the First Party before their deployment.
- 15. 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 deployed manpower, at any stage, shall not be allowed until a priorapproval/permission is obtained in writing from the authorized authority of the First Party.
- 16. That the First Party may require the Second Party to dismiss or remove from the Laundry Services, any person or persons engaged by the Second Party upon the work, who may be incompetent or misconducts himself and the Second Harry shall forthwith comply with such requirements.
- 17. That the Second Party shall be responsible and shall ensure for the maintenance, hygiene and upkeep of the premises along with adjacent space.
- 18. That the Second Party shall not make any alterations and/or carry out civil work within the premises without the permission of the First Party. However, annual maintenance of the premises viz. white-wash etc. shall be the responsibility of the First Party.
- 19. That the Second Party, shall be responsible for displaying, at a prominent place at the premises, important telephone numbers viz. Police Control Room, Fire Control and other relevant phone numbers to meet any eventuality, The Second Party shall install 04 (Four) nos. of ABC Stored Pressure type fire Extinguisher at the premises and ensure their being kept in working condition at all times. The Second Party shall also provide proper training to their staff for operating the fire extinguisher in case of any eventuality.
- 20. That the Second Party shall be responsible for the maintenance and safety of moveable and immoveable property of the first Party.
- 21. That the Second Party shall ensure prevention of unauthorized entry of undesirable persons at the premises.
- 22. That the First Party or their representative(s) shall have exclusive rights to inspect, at any time, without prior information premises, machines, manpower, quality of detergents and chemicals and/or any other material, as deemed fit, by the First Party.
- 23. That the Second Party shall not sublet, assign or part with the Laundry services to any other agency and shall ensure that no other activity is carried out from the premises.
- 24. That the Second Party shall ensure strict prohibition of use of alcoholic/ intoxicated/tobacco items at and/or in the campus by its staff members.

- 25. That the Second Party shall ensure that none of their staff member is found staying within the premises after their designated working hours.
- 26. That the Second Party shall not use the name of the first Party in any of their letter-head/cash memo and other stationary items.
- 27. That the Second Party shall maintain a Complaint & Suggestion Book wherein the visitors, using the services shall have the right to lodge their complaints/suggestions regarding their services. These complaints/suggestions shall be required to be submitted, by the Second Party, before the First Party for corrective/remedial measures.
- 28. That the Second Party shall cater for standard and quality washing, pressing of the uniforms, clothing's and linen of residential staff and all residential students of First Party.
- 29. That the current strength of students in hostel is 1200 (approximately) and approx resident families are 50, laundry will also have provision for future expansion up to 1500 students.
- 30. That the Second Party shall be responsible for placing adequate brand new' machines including flat bed press considering the volume of 1200 students and residents at the agreed rates includes electricity charges, maintenance of machines, detergents, chemicals and distribution of clothing's from centralized distribution room however first party shall not levy any charge for water and space.
- 31. That the Second Party shall use detergent and chemicals of Johnson Diversey OR Hindustan Unilever product only for washing, softening and sanitization of all cloth items and linen. No other chemicals & detergents will be used in the Laundry without the prior approval of the First Party.
- 32. That an electric sub meter shall be placed by the First Party at the premises to quantify the consumption of electricity. The electricity charges at actual, as per prevailing rates, shall be recovered from the Second Party from monthly laundry bill at source itself.
- 33. That the Second Party shall be paid ₹. 625/- + Taxes (if applicable) for up to 65 (Sixty Five) clothes per student per month.
- 34. That over and above 65 clothes per month shall be charged ₹. 9/- per cloth and shall be collected separately on individual basis.
- 35. That the rates are subject to review with mutual consent. The rates are fixed for the duration of the license deed i.e for a period of 05 years. The second party shall not alter the rate list as agreed with this contract without prior approval of the First Party.
- 36. That any change in govt. policy affecting charges like govt. taxes, PF, ESI, Minimum Wages or electricity charges shall be effective immediately in both cased increase or decrease.
- 37. That the soiled and fresh linen shall be collected by students from centralized distribution room.
- 38. That the resident staff shall be provided pick up drop from door step at scheduled time twice in a week and will be charged ₹. 10/- per cloth irrespective of size.
- 39. That the Second Party shall be paid ₹. 200/- per piece for blankets/quilt and ₹. 150/- per piece for other clothes dry cleaning irrespective of the size.
- 40. That the Second Party shall obtain the head count of the number of students as on the 15th of each month for the purpose of generating the monthly bill.
- 41. That the Second Party should raise the invoice as per agreed rates on monthly basis for the items laundered during the month. The invoice with all required annexure should be submitted to the accounts department by 07th of every month payments will be made within 15 days of receiving bill.

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- 42. That in case of re-laundering of any items not laundered as per the satisfaction to the user, 1 will be paid to the Second Party.
- 43. That the Second Party shall return the laundered items within 24 hrs. of their receiving the La
- 44. That the TDS shall be deducted on the all payments made by the First Party as may be appropriate to time.
- 45. That the Second Party shall be solely responsible for maintaining cleanliness and hygienic cond in the Laundry. The competent authority of the First Party shall inspect standard of maintenance cleanliness of laundry including workers and staff of laundry on weekly basis.
- 46. That the Second Party should take utmost care for laundering the items supplied and would be so and fully responsible for any damage, destruction, torn-out, color loss and theft. In case it happe the First Party is free to charge adequate amount from the Second Party for such loss.
- 47. That the First Party shall not be responsible for any loss or damage caused to the Second Party in running the laundry (neither financial nor infrastructural losses).
- 48. That the First Party shall have the right for arranging daily inspection of laundry area for cleanliness and check the staff exercised for services for their personal hygiene (shave and hair cut etc.) and dress.
- 49. That the Second Party shall not be permitted to use plastic bags or any other items which are anti-eco-friendly.
- 50. That the Second Party shall be solely responsible for Provident Fund contribution (PF), Medial Insurance and any other statutory liability of their employees deployed in laundry as admissible under rules in vogue. However Second Party will provide detail of PF, ESI contribution summery to the First Party on monthly basis for all staff engaged in laundry.
- 51. Penalty Clause for the Second Party:
 - a. Rs. 5000/- if the quality detergent or chemicals used to wash the clothes is found to be sub-standard.
 - b. Rs. 10000/- if the 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. Rs. 10000/- if the rates charged are in excess of the approved rates.
 - d. Rs. 5000/- if hygienic conditions not maintained.
 - e. Rs. 5000/- in the case of misbehavior with employees of the University.
 - f. Rs. 500/- if Uniform Code of dressing is not followed.
 - g. Rs. 20,000/- 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 will 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 mission 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 extend of termination of the license deed without providing any opportunity to the Second Party.

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- 52. 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 the First Party or against the First Party.
- 53. 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 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.
- 54. That all dispute arising in the implementation of the terms & conditions of the agreement, the affected parties to this agreement will be subjected to the jurisdiction of the Dehradun Court and appellate courts of Uttarakhand only.

In witness whereof, the both parties having agreed to abide by all the terms and conditions of this agreement as mentioned above from Para one to last have put their hand, seal and signed on this agreement.

On Behalf of (First Party)

Dr. Susheela Sharma

Registrar

Swami Rama Himalayan University

Dehradun

On Behalf of (Second Party)

Mr. Vikas Upreti

Partner

B2 Hospitality Services

Dehradun