



सत्यमेव जयते



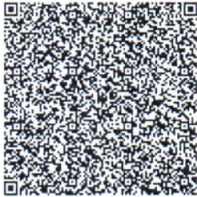
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INDIA NON JUDICIAL

Government of Uttarakhand

e-Stamp

Certificate No. : IN-UK13154809553444W
Certificate Issued Date : 23-Mar-2024 06:53 PM
Account Reference : NONACC (SV)/ uk1320204/ DOIWALA/ UK-DH
Unique Doc. Reference : SUBIN-UKUK132020433042685538578W
Purchased by : AGARWAL BH0JNALAYA PROP NISHANT AGARWAL
Description of Document : Article Miscellaneous
Property Description : NA
Consideration Price (Rs.) : 0
 (Zero)
First Party : SRHU JOLLY GRANT
Second Party : AGARWAL BH0JNALAYA PROP NISHANT AGARWAL
Stamp Duty Paid By : AGARWAL BH0JNALAYA PROP NISHANT AGARWAL
Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



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LICENSE DEED

Please write or type below this line

THIS LICENSE DEED MADE ON 3rd DAY OF APRIL, 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 '**Licenser/First Party**'

AND

M/s Aggarwal Bhojanalya having its office at Sri-Badrinath Marg, Kotdwar, Distt. Pauri Garhwal through its proprietor Mr. Nishant Agarwal hereinafter called the "**Licensee/Second Party**" is being entered for providing Canteen Services to the Hospital by the Second Party to the First Party on the terms and Conditions contained hereunder.

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Statutory Agent:

1. The authenticity of this Stamp certificate should be verified by the user by scanning the QR code using the Stamp Mobile App. Any discrepancy in the details on this Certificate and a valid stamp renders it invalid.
2. The onus of checking the legitimacy is on the users of this certificate.
3. In case of any discrepancy please inform the Competent Authority.

Signature of Registrar

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Signature of Licensee

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.

Wherein both the parties mutually agree as under:

(TERMS AND CONDITIONS)

1. That this license deed will remain valid for a period of **One Year**, i.e. **w.e.f. 01st April, 2024 to 31st March, 2025** which can be renewed for further period with a condition of hike in license fee @ 10% annual basis, 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 Canteen Services are availed by First Party, the license shall be deemed to have been renewed on same terms and conditions. This condition shall, 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 three months notice. However, in case of gross violation by the "Second Party" of any of the terms and conditions contained in this deed or even otherwise, the "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 35 of this deed, on the Second Party as decided by the First Party for non-compliance of any of the terms and conditions of this deed.
5. That the First Party shall provide to the Second Party a duly built space with electricity connection and electrical fitting/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-I of this deed. The Second Party shall hand-over the canteen along with all fitting/fixtures and other items in good & working condition at the time of termination/expiry of the deed to the First Party. The properties under the license given to the party of the Second Party shall always remain under absolute title and ownership of the party of the First Part and are liable to be returned back in perfect & good working condition on the expiry/determination/termination of this License Deed.
6. That the Second Party shall be solely responsible to ensure compliance of statutory requirements of usage of equipments, machines and commercial LPG at the Canteen.


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7. That the Second Party shall provide a deposit of **Rs. 1,26,000 (Rupees One Lacs Twenty Six Thousand 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.
8. The Second Party shall deposit with the First Party by fifth of every month, **Rs. 25,000/- (Rupees Twenty five Thousand only)** per month towards license fee of the property of the First Party. In addition, GST and other statutory taxes already applicable and additional if applicable at a future date shall be paid by the Second Party. In case the Second Party doesn't deposit monthly License fee on or before the date fixed, the Second party shall pay a penalty of Rs 1000/- per day to the First party, till the day of actual payment of license fee.
9. That the Second Party shall be allowed to display and sell approved beverages & other snacks/eatable items at their Canteen at the mutually agreed rates. In case of packed food, the second party shall not sale any item on a rate more than its MRP. Besides the snacks and beverages, the Second Party shall provide breakfast, lunch, evening tea and dinner to the visitors. The Second Party shall provide quality and adequate quantity of meals to the visitors at reasonable rates. The Second Party shall ensure using of branded items of grocery bearing ISI mark and AGMARK. The Second Party shall ensure that only fresh meals are provided everyday and shall under no circumstances compromise on the quality of raw material to be used for cooking.
10. That the Second Party shall be responsible for providing services 07 (seven) days a week at mutually agreed timings.
11. That the Menu and rates shall be approved by the Committee Members representing the First Party. The Second Party shall ensure displaying prominently the Menu including rates at Canteen and shall not make any amendment without written permission of the First Party. The Second Party shall ensure compliance of all the rules, guidelines and other directions of the First Party and/or the Committee.
12. That the Second Party shall employ sufficient number of work force for running the Canteen efficiently to the satisfaction of the First Party and employees of Second Party, especially waiters 'food serving people', should be courteous, polite and gentle with persons using the Canteen.
13. That the Second Party shall ensure compliance of statutory norms & requirements for Canteen and the employees hired for the Canteen.
14. That the employees of the Second Party shall not be deemed to be the employee 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.
15. That the Second Party shall ensure that none of the staff members hired by them shall contact any of the authorities of First Party in any matter, including matter relating to payment of the wages, statutory dues etc. as it shall be the sole responsibility of the Second Party.

16. 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 fitness certificate, from the medical board of the First Party, shall be required to be obtained by the Second Party at their own cost.
17. That the Second Party shall ensure medical examination of its work-force after a period of six months at their own cost. This shall be in addition to the medical examination carried out at the time of implementation and commencement of this deed.
18. That the Second Party shall ensure that the staff members, hired for running the outlet, follows a uniform dress code and the Second Party shall be solely responsible for the personal hygiene, discipline and conduct of their staff members.
19. That the Second Party shall get the antecedents of the persons to be employed by them verified it and submit its report to the First Party before their deployment. The Second Party shall also ensure Police Verification of all personnel employed by them in the canteen.
20. 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 prior approval/permission is obtained in writing from the authorized authority of the First Party.
21. That the Second Party shall be solely responsible for payment of all statutory dues and liabilities in respect of their work-force. They shall be required to submit to Accounts Department every month copy of P.F challan along with details of their employees.
22. That the First Party may require the Second Party to dismiss or remove from the Canteen, 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.
23. That the Second Party shall be responsible and shall ensure for the maintenance, hygiene and upkeep of the Canteen along with adjacent space. The Second Party shall strictly follow the Government/University guidelines related to COVID-19 and shall ensure social distancing, mask & arrangement of hand sanitization etc. within the canteen premises.
24. That the Second Party shall not make any alternations and/or carry out civil work within the Canteen without the permission of the First Party.
25. That the Second Party shall be responsible for payment of water & electricity for the units consumed by them in actual and as reflected in the meter, as per the University rates. The meter shall be provided by the First Party.



A handwritten signature in blue ink, appearing to be "A. Agarwal", written in a cursive style.

26. That the Second Party shall be responsible for displaying, at a prominent place at the outlet, important telephone numbers viz. Police Control Room, Fire Control and other relevant phone numbers to meet any eventuality. The Second party shall maintain proper liaison with the Fire Fighting Department. The Second Party shall install ABC stored pressure type Fire Extinguishers at the Canteen and ensure it 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.
27. That the Second Party shall be responsible for the maintenance and safety of moveable and immovable property of the First Party.
28. That the Second Party shall ensure prevention of unauthorized entry of undesirable persons at the Canteen.
29. That the First Party or their representative (s) shall have exclusive right to inspect, at any time, without prior information Canteen, material, food, maintenance and/or any other area/material, as deemed fit, by the First Party.
30. That the Second Party shall not sublet, assign or part with the services of any of the Canteen to any other agency and shall ensure that no other activity is carried out from the outlet.
31. 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.
32. That the Second Party shall ensure that none of their staff member is found staying within the Canteen after their designated working hours.
33. That the Second Party shall work as 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.
34. That the Second Party shall maintain a complaint & suggestion book wherein the visitors, using the services, shall have the right to lodge their complaint/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.
35. Penalty clause for the Second Party
- A. Rs. 15,000/- if low-quality raw material is found or used in the Canteen.
 - B. Rs. 8,000/- if approved menu is not provided.
 - C. Rs. 15,000/- if no fire extinguishers are installed or installed fire extinguishers are found defective/in-operable at any time during the tenure of the license deed.
 - D. Rs. 10,000/- if the rates charged are in excess of the approved rates.
 - E. Rs. 10,000/- if hygienic conditions not maintained.
 - F. Rs. 25,000/- if insect/foreign bodies are found in the food/beverages.
 - G. Rs. 5,000/- if Uniform Code of dressing is not followed.

H. 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.

I. 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".

The First Party reserves the right to modify, amend, alter, lessen or cancel any or all penal amount of the penalties described in clause 35 of this license deed.

36. That the Second Party shall report exclusively to the Head (Personnel & Administration), SRHU.
37. That if any provision of this 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.
38. 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.
39. 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 running the said canteen 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.
40. Anti-Bribery & Anti-Corruption: Second Party agrees that it will not provide any monetary benefit, gifts or any kind of personal favor 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.

41. In no event shall SRHU be liable with respect to the infrastructural, promotional and marketing investment made towards the setting up of the canteen & also for any business expenses, loss of profit or incidental indirect or consequential damages on account of running canteen, for any cause.
42. 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.
43. 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 referred to the Hon'ble Vice Chancellor of SRHU or an officer nominated by him, whose decision shall be final & binding on both the parties.
44. All disputes shall fall within the jurisdiction of Dehradun Court.

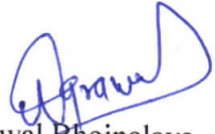
IN WITNESS WHEREOF the parties hereto have executed.

FOR & ON BEHALF OF FIRST PARTY



 Dr. Mukesh Bijalwan, Registrar
 Swami Rama Himalayan University
 Swami Ram Nagar, Jolly Grant
 Dehradun, Uttarakhand

FOR & ON BEHALF OF SECOND PARTY


 M/s Aggarwal Bhojnalaya
 Prop. Mr. Nishant Agarwal,
 Badrinath Marg, Kotdwar, Distt. Dehradun
 Pauri Garhwal

Date: 03.04.2024

Place:

Witness :-

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Witness :-

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