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Unique Doc. Reference : SUBIN-UKUK132020441765346102958W
Purchased by : SANDEEP NAITHANI
Description of Document : Article Miscellaneous
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First Party : SANDEEP NAITHANI
Second Party : NA
Stamp Duty Paid By : SANDEEP NAITHANI
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



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LICENSE DEED

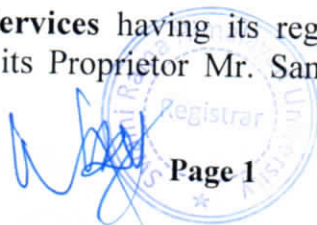
THIS LICENCE DEED IS MADE ON THIS 1st DAY OF MAY, 2024

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, Post Office Jolly Grant, Dehradun through its Registrar, Dr. Mukesh Bijalwan hereinafter called '**Licensor/First Party**'

And

M/s Naithani Hospitality Services having its registered office at F-28, Race Course, Dehradun - 248001 through its Proprietor Mr. Sandeep Naithani, hereinafter called the '**Licensee/Second Party**',



[Signature]

The term and expression “**Licenser/First Party**” and “**Licensee/Second Party**” wherever used or occurring in the License deed shall always, unless or by necessary implication and /or being contrary to the subject and context mean and include their heirs, successors, Administrators, assignee etc. in their respective offices.

Whereas the present Deed is being entered for providing Mess/Canteen Services at ‘Himalayan Hospital’ by the Second Party to the First Party from the premises licensed by the First Party to the Second Party on the terms and Conditions contained hereunder.

(TERMS AND CONDITIONS)

That this license deed shall remain valid for a period of One (01) Year, i.e. **w.e.f. 01st April, 2024 to 31st March, 2025** which can be renewed for further period on mutually agreed terms & conditions between both parties.

1. That where the deed is not renewed by the second party due to any reason, before its due date of expiry, but it continues to avail the services even after the due date, the license shall be deemed to have been renewed on the prevailing terms and conditions till such period of the extension as may be confirmed and granted by the party of the First Part. The provision for the extension however shall not be applicable in case the First Party has issued the Notice for the determination of the License or restricted the License period on such conditions as may be imposed by the Party of the First Part.
2. That the deed may be terminated by either party by giving **Three (03) 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 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. Further, the Second Party shall ensure compliance of all the written and/or verbal rules, guidelines and other directions of the First Party and/or the Mess/Canteen Committee constituted by it.
4. 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 as mentioned in clause 54 of this deed.
5. That the First Party shall provide the Second Party a duly built proper and spacious space consisting of kitchen, store, office space with electrical fitting/fixtures, electricity connection. furniture, cooking stoves with commercial LPG, utensils, crockery, equipments and all related material for running the Mess/canteen, possession of which has already been taken over by the Second Party. All electrical, electronic and other gadgets provided by the First Party to the Second Party for the purpose of proper mess/canteen service shall be used invariably for maintenance of hygiene and health reasons by the Second Party. The maintenance and proper functioning of all the gadgets provided by the First Party shall be the responsibility of the Second Party. The details of

the area of the space consisting of two kitchens, store, office, washroom, dining hall and LPG store 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. However, the maintenance of fitting/fixtures, furniture, utensils, crockery, equipment's shall be the sole responsibility of the Second Party. The empty Commercial LPG cylinders shall be provided by the First Party and the Second Party shall ensure compliance of statutory requirements of usage of commercial LPG and other equipment's, machines at the Canteen (if required). The Second Party shall handover the mess/canteen along with all furniture/ fixtures/ equipment's/crockery/ cooking stoves along with LPG cylinders and other items in good & working condition at the time of termination/expiry of the deed to the First Party. The details of the furniture, fixtures, articles, cooking stoves with commercial LPG, utensils, crockery, equipment's and all material provided to the party of the second part for the purpose of this License Deed is provided as **Annexure-II** of this deed. The properties given under the License 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 & good working condition on the expiry/determination/termination of this License Deed.

6. That the Second Party shall provide a deposit/ Bank Guarantee of **Rs 2,10,000/- (Rupees Two Lac Ten 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.
7. That the Second party shall pay a sum of **Rs 1,19,790/- (Rupees One Lac Nineteen Thousand Seven Hundred Ninety Only)** per month to the First party as License Fee. 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 3000/- per day to the First party, till the day of actual payment of license fee.
8. That in event of any default in discharge of their obligation to make the payments of the Statutory Taxes by the Second Party, and the same are required to be paid by the Party of the First Part, the First Party shall be entitled to recover the same from the Second Party either from the amount of the security deposited with it or by right to recovery from the court of Law. The First Party shall also be entitled to detain/retain any article/movable property of the Second Part as security till the discharge of the dues by the Second Party and in event of default in payment even after Notice, the said dues may be recovered by sale/auction of such detained assets by the First Party.
9. That the Menu on weekly basis shall be approved by the Committee Members representing the First Party. The Second Party shall not make any amendment without the written permission of the First Party. The Second Party shall ensure displaying the approved Menu, including its rates, in the canteen.

10. That the Second Party shall provide quality and adequate quantity of meals against which a monthly bill shall be paid by the First Party.
11. That the Second Party shall be responsible for providing hospital canteen services from 6:00 am to 10:00 pm seven days in a week.
12. That the Second Party is strictly prohibited for providing Tiffin Services to outsiders.
13. That the Second Party shall follow the scheduled orders and charges as per the **Annexure –III** for items provided in the Hospital Canteen.
14. That the Second Party shall provide quality and adequate quantity of food/beverages/snacks to those availing of mess/canteen services. The Second Party shall ensure use of branded items and that only fresh snacks are provided every day.

15. That the Second Party shall provide quality and adequate quantity of meals to those availing of canteen facility. The Second Party shall ensure use of branded items as per the list given:-

Quality of Food Products: The following quality of items shall only be used by M/s Naithani Hospitality Services.

- 15.1 Milk : Only full cream packed milk shall be provided for drinking. Double Toned milk can be used for tea.
- 15.2 Cooking Oil: fortune, Nature Fresh. Any substitute can be used only in exceptional circumstances after approval.
- 15.3 Butter: Amul/Britannia
- 15.4 Tea: Tata
- 15.5 Coffee: Nescafe/Bru
- 15.6 Spices/Condiments: Sealed Commercial packs of catch/MDH brand only to be used.
- 15.7 Cereals/Pulses: Best quality available in the market shall be used.
- 15.8 Atta: Shaktibhog/Ashirwad (ITC)/Pilsbury
- 15.9 Rice: Whole grain quality approved.
- 15.10 Bread: Bonn/Modern
- 15.11 Tomato Ketchup: Cremica/Delmonte/Kissan
- 15.12 Biscuits: Parle/ITC/Britannia/Priya Gold
- 15.13 Tinned Fruit Juice: Delmonte/Real

The Second Party shall ensure that fresh meals are served every day.

Note: The quality/brand of above items shall be checked by the Dietician/Asst. Administrator/Mess Committee in the stores as well as during usage regularly.

16. That, under any circumstances, the Second Party shall not compromise on the quality of raw material to be used for cooking. In event of the default in the compliance of the food related Laws, the Party of the Second Part shall always remain liable and the party of the First Part shall not be liable in any way.

17. 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 patients and their attendants.
18. That for all intents and purpose the Second Party shall be an "Employer" within the meaning of various labour laws in respect of the personnel/staff employed and deployed by them for discharging contractual obligations as per this License Deed and likewise the personnel shall be the employees of the Second Party only, for all intents and purpose. The Second Party shall issue letters of engagement /appointment to their personnel and furnish copies thereof inter-alia to the First Party, whenever required.
19. 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.
20. That the Second Party shall select/recruit and deploy its staff in the Canteen Services at 'Himalayan Hospital' of the First Party after observing the eligibility criteria as :
 1. Age - should not be less than 21 years and up to a maximum of 45 years.
 2. Language-should be able to speak and understand Hindi language.
 3. Personality-should have pleasing personality with hygienic habits.
 4. Character-should bear a good moral character, soft spoken.
 5. Free of Disease- Should be free from any kind of infectious/ contagious disease.
 6. The candidate should be a teetotaler while he is serving in the campus.
21. That the Second Party shall ensure that none of the its staff member hired by them will contact any of the authorities of the First Party in any matter, including the matter relating to payment of the wages, statutory dues etc. as it will be the sole responsibility of the Second Party.
22. That if the number of staff deployed on job by the Second Party is found to be less in required strength at any point of time, the First Party shall be entitled to deduct the payment from the bills of the Second Party on man day's basis.
23. The Second Party shall present the selected personnel for the approval by the First Party. However, the First Party may review any of the canteen staff selected by the Second Party on its own at any point of time.
24. That the Second Party may increase/decrease the number of Staff, subject to requirements and or for more effective and efficient discharge of contractual obligations, after obtaining the prior approval from the First Party.
25. That the First Party at its discretion may require change in the deployment of staff as per the need & requirement and Second Party shall be bound to implement its decision in this regard without compromising the quality, effectiveness and efficiency of the services being undertaken in any way.

26. That the Second Party shall ensure that its staff is properly vaccinated and that they are medically fit to work in the mess/canteen for which 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. For medical examination and procurement of fitness certificate they have to report to the Medical Superintendent's Office.
27. That the Second Party shall get its work-force medically examined periodically after a period of six months at their own cost. This will be in addition to the medical examination carried out at the time of implementation and commencement of this deed.
28. That Second Party shall ensure that the staff members hired for running the Canteen follows a dress code and the Second Party shall be solely responsible for their personal hygiene, discipline and conduct of their staff members.
29. 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 with a list of all its staff to be annexed as **Annexure – IV**. The changes in the manpower deployed, if at any stage, shall not be allowed until 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 mess/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. The Second Party shall also ensure Police Verification of all personnel employed by them in the canteen.
30. That the Second Party shall be solely responsible and shall ensure for the maintenance, hygiene and upkeep of the Canteen along with its adjacent space. As per the Government/University guidelines, the Second Party shall ensure social distancing, arrangement of hand sanitization etc. within the canteen.
31. That the Second Party shall be solely responsible to ensure compliance of all statutory norms & requirements in regards the Canteen Services and employees hired for the canteen.
32. That the Second Party shall not make any alterations and/or carry out civil work at the site without permission of the First Party. However, annual maintenance of the canteen like white-wash etc. shall be the responsibility of the First Party.
33. That the Second Party shall be responsible for payment of the electricity & water charges for the units consumed by them in actual and as reflected in the meters, as per the University rates. The meters shall be provided by the First Party.
34. That the Second Party shall be responsible for displaying at a prominent place at the mess/canteen important telephone numbers like Police Control Room, Fire Control and other 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.

35. That the Second Party shall be responsible for the maintenance and safety of moveable and immoveable property of the First Party.
36. That the Second Party shall ensure prevention of unauthorized entry of undesirable persons within the Canteen.
37. That the First Party or their representative(s) shall have exclusive rights to inspect at any time the canteen, material, food, Canteen Staff, maintenance and/or any other area/material, as deemed fit by the First Party, without the prior information to the Second Party.
38. That the Second Party shall not sublet, assign or part with the services of the mess/canteen to any other agency and shall ensure that no other activity is carried out from canteen premises.
39. That the Second Party shall ensure strict prohibition of any alcoholic/intoxicated/tobacco items at and/or in the campus.
40. That the Second Party shall ensure that none of the staff members is found staying within the canteen after the working hours. No staff of Second Party shall wander outside the licensed premises.
41. 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.
42. That the Second Party shall maintain a Complaint and Suggestion Book wherein the visitors using the services shall have the right to lodge their complaints/ suggestions regarding services. These complaints/suggestions shall be required to be submitted by the Second Party before the First Party for taking corrective/ remedial measures.
43. That the canteen staff be bound to observe all instructions concerning general discipline & behavior. Consumption of liquor, smoking/ chewing tobacco, keeping/using mobile phones during the canteen timing is strongly restricted.
44. 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 fault on the part of the second party.

45. That the Second Party shall also annex/enclose thereto an undertaking regarding due and proper deduction and timely deposit of EPF/ESI amount, if applicable, of all their personnel deployed in the First Party's premises for discharge of contractual obligations as per this License Deed, along with attested photocopies of challans, monthly return in concerned form/Form 12A at the time of submission of the monthly bills. The Second Party shall also furnish, in a timely manner, photocopies of annual returns in applicable form/Form 3-A, 6-A under the relevant Acts, if applicable, to the First Party. The Second Party shall submit to the accounts department of First Party every month copy of PF & ESI Challan with detail of employees and other documents, if any, as required time to time.
46. That the Second Party shall maintain proper payment register, copy of which shall be submitted to the University on a monthly basis.
47. That the First Party shall deduct TDS from the bills of the Second Party at the time of payment as admissible at the prevailing rates.
48. That one senior staff of Second Party shall always be available at the place of the deployment of the personnel provided by them and counsel/supervise them for providing efficient services. The Second Party and its supervisors only shall exercise total superintendence, control and supervision over the staff/personnel recruited and deployed by them in the premises of the First Party, to the exclusion of First Party and its employees.
49. That in case of any exigency or emergency, the Second Party shall ensure the presence of their Senior Management Officer to report at desired location/University without any loss of time.
50. That the First Party shall not be Liable to provide any Transport, Canteen, Medical or Living facility to the staff deployed by the Second Party.
51. That any letter, notice or other communication 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.

52. 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.

53. That during the subsistence of this License Deed or on early termination or expiry thereof, no right shall vest in or accrue to 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.

54. Penalty Clause for the Second Party

- Rs. 5000/- if low quality raw material found in the store or used
- Rs. 5000/- if authorized menu not followed
- Rs. 5000/- if hygienic conditions not maintained
- Rs. 5000/- if cleaning staffs not available
- Rs. 10,000/- if insect/ foreign bodies found in the food.
- Rs. 500/- for not following the Uniform Code of dressing.
- Rs. 20,000/- if any staff member is found using/consumption of alcoholic drinks, drugs, tobacco in any form.
- 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 amounts of the penalties described in this clause of license deed.

55. 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.

56. That if any provision of this Agreement is held to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

57. 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.

58. In no event shall SRHU be liable with respect to the infrastructural, promotional, marketing or any other 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.

59. 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 Swami Rama Himalayan University or an officer nominated by him, whose decision shall be final and binding on both the parties.

IN WITNESS WHEREOF the parties hereto have executed.

FOR & ON BEHALF OF

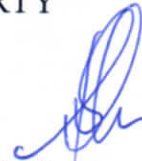
FIRST PARTY



Dr. Mukesh Bijalwan
Registrar
Swami Rama Himalayan University
Swami Ram Nagar
Jolly Grant, Dehradun - 248016



SECOND PARTY



Mr. Sandeep Naithani
Proprietor
M/s Naithani Hospitality Services
F-28, Race Course,
Dehradun – 248001

Date : 01.05.2024

Place : Dehradun