



Government of Uttarakhand

e-Stamp

Certificate No.	: IN-UK82677035226573X
Certificate Issued Date	: 27-Mar-2025 01:14 PM
Account Reference	: NONACC (SV)/ uk1264704/ DOIWALA/ UK-DH
Unique Doc. Reference	: SUBIN-UKUK126470472658282132152X
Purchased by	: ISHWAR SINGH RAUTHAN
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: NA
Consideration Price (Rs.)	: 0 (Zero)
First Party	: SRHU
Second Party	: ISHWAR SINGH RAUTHAN
Stamp Duty Paid By	: ISHWAR SINGH RAUTHAN
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line

LICENSE DEED

THIS LICENSE DEED MADE ON THE 16TH DAY OF APRIL, 2025

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, Commander Challa Venkateswar (Retd.), hereinafter called 'Licensor/First Party'

And

M/s Ishwar Taxi Services, Bhaniyawala, Doiwala, Dehradun through its proprietor, Mr. Ishwar Singh Rauthan, hereinafter called as the 'Licensee/Second Party' for permitting (licensing) the Second Party to provide parking services and Taxi services to the First Party on the terms and conditions contained hereunder.

1. The authenticity of this Stamp certificate can be verified at www.shicestamp.com or using e-Stamp Mobile App of Stock Exchange of India. Any discrepancy in the details of the certificate will render the certificate invalid.

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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.

NOW, THEREFORE, THIS LICENSE DEED WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES AS HEREUNDER:-

(TERMS AND CONDITIONS)

1. That this license deed shall be deemed to have come into effect on **01st April, 2025** and will remain valid for a period of one year i.e. till **31st March 2026** 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.
2. That where the First Party does not renew the license deed before its due date of expiry due to any reason but continues availing the Parking Services even after the expiry of the due date, the license deed will be deemed to have been renewed on the prevailing terms & conditions till such period of the extension as may be confirmed and granted by the First Party. However, such extension shall not be applicable where the First Party has issued the letter/notice for the termination of the License Deed or restricted the License period on such conditions as may be imposed by the First Party.
3. That the Second Party shall provide Bank Guarantee of **Rs. 4,00,000/- (Rupees Four Lac only)** as security for due fulfillment of this deed to the First Party. The security amount will 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.
4. That the Second Party shall deposit monthly license fee, in advance, amounting **Rs. 1,86,340/- (Rupees One Lac Eighty Six Thousand Three Hundred Forty only)** per month to the First Party by the fifth of every month. In addition, GST and other statutory taxes, as applicable from time to time, shall be payable 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 3,000/- per day to the First party, till the day of actual payment of license fee.
5. That the Second Party should note that in case the First Party finds any irregularity on the part of Second Party, the First Party reserves the rights to terminate the deed by giving three months' notice. On the contrary, if the Second Party wants to withdraw from the deed, they may do the same by giving three months' notice, in advance to the First Party. In case of certain serious offense on the part of Second Party or even otherwise, the deed is liable to be terminated immediately by the First Party without assigning any reasons thereof.
6. That the First Party shall provide the Second Party a proper parking space with office space with electrical fitting/fixtures, electricity connection possession of which has already been taken over by the Second Party. The maintenance and proper functioning of all the gazettes provided by the First Party shall be the responsibility of the Second Party. The details of the area of the space consisting of office and parking area 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 office along with all furniture/fixtures/equipment's and other items in perfectly good & working conditions at the time of termination/expiry of the deed to the First Party. The details of the furniture, fixtures, articles, office area 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 under the License, given 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 condition on the expiry/determination/termination of this License Deed.

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7. That the First Party shall provide proper lighting arrangement at the parking area provided to the Second Party; the electricity bill for the same will be paid by the Second Party as per actual electricity consumed and as per University norms/rates.
8. That the Second Party shall employ sufficient number of work force for running the Parking service efficiently to the satisfaction of the First Party and employees of Second Party should be courteous, polite and gentle with public.
9. That the employees of the Second Party shall not be deemed to be the employees of the First Party for any purpose and hence shall not be entitled to claim any salary, compensation or damages etc. from the First Party.
10. That only the Second Party is authorized to operate Parking Services from the premises of the First Party. The Second Party is required to provide Parking Services round the clock to the First Party, its staff members, visitors etc. on payment basis.
11. That the Second Party shall alone be responsible for safe custody of all the vehicles parked within the parking zone under the possession of the Second Party. As a custodian of the vehicles parked in the parking zone, the Second Party shall be responsible for all kind of loss/damage to the vehicles either due to theft, fire or any other reason.
12. That the Second Party will ensure that none of the its staff member contacts any of the authorities of the First Party in any matters, including matter relating to payment of the wages, statutory dues etc. as it all will be the sole responsibility of the Second Party.
13. That the Second Party shall have police verification of its work-force and shall submit the copy to the police verification report before the First Party. 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. That the Second Party shall be responsible and shall ensure for the maintenance, hygiene and upkeep of the licensed premise, office, along with adjacent space. In view of COVID 19, the Second Party shall do a compliance of Government/University guidelines regarding the virus and thereby ensure social distancing, arrangement of hand sanitization, etc. in parking area/Taxi, as the case may be.
14. That the Second Party will submit a complete details of their workforce containing their name, address, photograph and a proof of verification of their antecedents in the format at annexed in the **Annexure – III** and will submit to the First Party.
15. That the Second Party shall be solely responsible for payment of all statutory dues & liabilities like PF, ESI etc. to its employee as applicable by law and submit the documentary evidence for depositing off all these statutory dues to the First Party.
16. That the Second Party shall submit to the accounts department of First Party every month copy of PF Challan with details of employee, as applicable.
17. That the Second Party shall ensure prevention of unauthorized entry of undesirable persons within the premises & office provided to the Second Party by the First Party.
18. That the Second Party will ensure strict prohibition of any alcoholic/intoxicated/tobacco items within the office area provided to the Second Party by the First Party.
19. 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 etc.
20. That the Second Party shall ensure presence of its efficient employees in the parking area round the clock & also ensure parking of the vehicles only at the area designated for the purpose, any default would attract a penalty of Rs 5,000/- (Rupees Five thousand only) each time. All vehicles in the parking area shall be parked in an organized way so that there would be no inconvenience to anyone.

21. That the Second Party shall maintain a 'Complaint & Suggestion Book' wherein the visitors using the Parking/Taxi 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.

22. The rates of the parking will be as under (For whole day):-

Car	-	Rs. 30/-
Scooter	-	Rs. 10/-
Cycle	-	Free
Staff Parking	-	Free

23. The rates applicable for the Taxi are defined at Annexure-IV.

24. That the Second Party shall be required to display the rates of parking along with rates for taxi prominently at the entrance of the parking area, for the convenience of the general public at large. Taxi provided by the Second Party shall have a good condition (preferably not more than 03 years old) and all the papers (registration, insurance, Pollution certificate, fitness, etc.) must be completed & updated as per the Government norm/requirement. The driver of taxi shall have good physical & mental health and must have a valid license to drive the vehicle.

25. That the Second Party shall ensure that the Second Party and any of its staff do not overcharge for the service of parking, failing which the deed is liable to be terminated immediately by the First Party.

26. That the taxi provided by the Second Party should carry the approval rate list which should be invariably made available on demand to the user belonging to the First Party.

27. 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.

28. That the First Party shall be entitled and free to impose following penalty on the Second Party as decided by the First Party for non-compliance of any of the terms and conditions of this deed:-

- A. Rs. 10,000/- if the rates charged are in excess of the approved rates.
- B. Rs. 10,000/- if hygienic conditions not maintained in parking/taxi.
- C. Rs. 5,000/- if Uniform Code of dressing is not followed.
- D. 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.
- E. 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.

29. 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.

30. 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.

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31. 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.
32. 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.
33. 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 personnel caused while running the said business/parking 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.
34. That the Second Party shall work as an independent entity and shall not use the name/logo of the First Party anywhere including in any of their letter heads/cash memo or any other stationery items.
35. 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.
36. In no event shall SRHU be liable with respect to the infrastructural, promotional and marketing investment made towards the said activities & also for any business expenses, loss of profit or incidental indirect or consequential damages on account of activities under this license deed, for any cause.
37. 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.
38. That in case 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 dispute is not resolved within thirty days through joint discussion, the party raising the dispute shall refer the matter to the Hon'ble Vice Chancellor, SRHU or a person nominated by him, whose decision shall be final and binding on both the parties.

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39. All disputes are subject to the Jurisdiction of Dehradun Court.

IN WITNESS WHEREOF the parties hereto have executed.

FOR & ON BEHALF OF FIRST PARTY

Commander Challa Venkateswar (Retd.),
Registrar
Swami Rama Himalayan University
Swami Ram Nagar, Jolly Grant, Doiwala
Dehradun



FOR & ON BEHALF OF SECOND PARTY

Mr. Ishwar Singh Rauthan, Prop.
M/s Ishwar Taxi Services
S/o Late Uday Singh
AADHAR No. 929457610005
Near Himalayan Hospital Gate
Rishikesh Road, Jollygrant
Dehradun

Ishwar Singh Rauthan

ISHWAR TAXI SERVICE
Jolly Grant, Bhaniyawala

WITNESS :-

Name... *Prateek Dhyani*

S/o... *Shri. K. C Dhyani* Emb. ID - *4689*
ADHAR No.

R/o... *Varanasi*

Dehra Dun, Uttarakhand

Name... *Pasul Lawat*

S/O... *Rakesh Singh* Emb. ID - *6390*
ADHAR No.

R/o... *SRMU, D. Dun.*

Date: 16.04.2025

Place: Dehradun

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