



सत्यमेव जयते

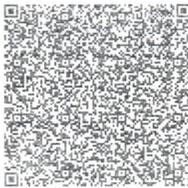
INDIA NON JUDICIAL

Government of Uttarakhand

e-Stamp

Certificate No. : IN-UK21779765735325U
Certificate Issued Date : 02-Dec-2022 10:22 AM
Account Reference : NONACC (SV)/ uk1315404/ DOIWALA/ UK-DH
Unique Doc. Reference : SUBIN-UKUK131540449111699584969U
Purchased by : SWAMI RAMA HIMALAYAN UNIVERSITY
Description of Document : Article Miscellaneous
Property Description : NA
Consideration Price (Rs.) : 0
 (Zero)
First Party : SWAMI RAMA HIMALAYAN UNIVERSITY
Second Party : NA
Stamp Duty Paid By : SWAMI RAMA HIMALAYAN UNIVERSITY
Stamp Duty Amount(Rs.) : 100
 (One Hundred only)

सत्यमेव जयते



रमन
स्वामी रामा हिमालयान
जॉली नगर 240013

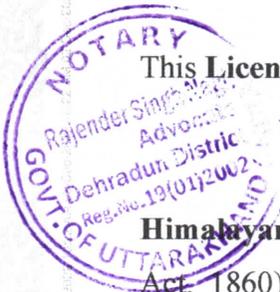
LICENSE DEED

This Licence Deed, is made on this 1st day of **June** in the year **2024** at Dehradun.

BETWEEN

Himalayan Institute Hospital Trust (A registered Society under the Societies Registration Act, 1860) through its **Joint Secretary**, having its registered Swami Rama Nagar, Jolly

Page 1 of 6



Joint Secretary
Himalayan Institute Hospital Trust

Registrar
Swami Rama Himalayan University

- The user shall verify the details on this Certificate and as available on the website / Mobile App through the QR Code.
- The onus of checking the legitimacy is on the users of the certificate.
- In case of any discrepancy, the user shall report to the Competent Authority.

Grant, Dehradun, hereinafter to be called **the Licensor of the Part-I** and shall include its Heirs, Successors, Administrators, Assignee etc. as the case may be.

AND

Swami Rama Himalayan University through its **Registrar**, having its registered office at Swami Rama Nagar, Jolly Grant, Dehradun, hereinafter to be called **the Licensee of the Part-II** and shall include its Heirs, Successors, Administrators, Assignee etc as the case may be.

Whereas the **Part-I** is the society registered under the Societies Registration Act, 1860 and **Dr. Sunil Saini** is its **Joint Secretary**, duly authorised to act on behalf of the Society.

Whereas establishing University and Institutions of Higher Education is the main aims and objectives of the Society, Himalayan Institute Hospital Trust.

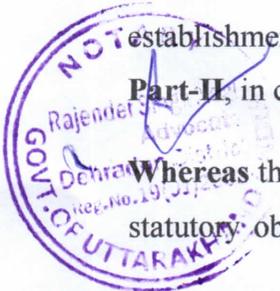
Whereas the **Part-II** is a University duly established under Uttarakhand Act No. 02 of 2024 dated 03.01.2024 (at Serial No. 10 of Schedule 1 of the Act) and **Dr. Mukesh Bijalwan** is its Registrar, duly authorised to act on behalf of the University.

Whereas the **Part-I** is the Promoting Society for the **Part-II** and the **Part-I** has the statutory obligation to establish the **Part-II** University as per provisions of the its establishing Act i.e. Uttarakhand Private University Act, 2023.

Whereas the **Part-I** is the absolute owner and is in possession of the immovable immovable premises/property and the equipment, machinery, apparatus, furniture, fixtures, vehicles, computers and other moveable properties.

Whereas, it is required that the necessary infrastructure including the immovable premises/property and the equipment, machinery, apparatus, furniture, fixtures, vehicles, computers and other moveable properties are provided by the **Part-I** Society for purpose of establishment and functioning of the University i.e. Swami Rama Himalayan University, **Part-II**, in compliance with the statutory obligation under the said Act.

Whereas the present license deed is being executed in compliance with & in discharge of the statutory obligations under the "Act" on the part of the Promoting Society i.e. Himalayan



Institute Hospital Trust, **Part-I** of this license deed in lieu of the provisions of Uttarakhand Private University Act, 2023.

Whereas in order to make the **Part-II** University functional, the Promoting Society i.e. **Part-I** is under statutory obligation is providing necessary infrastructure including the immovable premises/property and the equipment, machinery, apparatus, furniture, fixtures, vehicles, computers and other moveable properties as owned and possessed by it for the purpose of the establishment of the Swami Rama Himalayan University and accordingly for the use and operation of the constituents of the **Part-II** under the license on the following terms & conditions:

TERMS AND CONDITIONS

1. That this License Deed, at the first instance, is for a period of **5 (Five) years** commencing from **1st June 2024 (Valid upto 31st May 2029)** and the same shall be further renewed on the same terms & conditions or any modified terms & conditions in consonance with the provisions of the Uttarakhand Private University Act, 2023 and/or as mutually agreed upon by both the parties.
2. That the **Part-II** University shall pay to **Part-I** Society a token License Fee amounting to Rs. 1100/- (Rupees One Thousand One Hundred Only) annually during the period of this license deed.
3. That Subject to the Provisions stated in clause 4 of this License Deed, the **Part -II** will not sublet/ deliver or part with the possession of these premises/property and equipment in complete or in part, machinery, apparatus, furniture, fixture, vehicles, computers and other movable properties to any third party and will hold and use them only for the purpose of the University as stated and described under section 9 and section 10 of the Uttarakhand Private University Act.
4. That the **Part - II** may provide any movable properties or any assets as part of this License deed to any party or person for the specific use & for performance of all/any functions incidental to the functioning of the Hospital and Institutions and all other functions performed by **Part- II**. In this regard **Part-II** may execute Sub-Licenses in favour of such bodies, persons only for such specific purposes as stated above and for a period which shall not be more than one (01) year and the party of the **Part I** shall also be

a confirming party to such Sub-License Deed; however the sub-license can be renewed on such terms as may be mutually decided. The execution of the Sub-License shall be intimated in writing to **Part-I** for its confirming authority. In event **Part-I** receives any complaints or comes to a conclusion that the Sub-Licensee so appointed has either failed to perform satisfactorily specific obligations under the Sub-License or is found to have misused the movable properties/assets or otherwise not judged fit to continue, the sub-License can be revoked by **Part-I**. The Right of the party of the **Part -I** to revoke or terminate the said Sub-License Deed shall be specifically mentioned in the said deed as part of the terms & conditions.

5. That the **Part-I** shall always retain the right to inspect all or any premises/property and equipment, machinery, apparatus, furniture, fixture, vehicles, computers and other always available to the **Part-II** for its undisturbed/interrupted **exclusive use & operation** in terms of the Act, during the continuation of this License Deed.
6. That it shall always be the obligatory duty of the **Part-II** to maintain these premises/property and equipment, machinery, apparatus, furniture, fixture, vehicles, computers and other moveable properties provided under this License Deed in good condition at its own cost and to the satisfaction of the Licensor **Part-I** and further to make available the same for inspection of the officers of **Part-I**.
7. That it shall always be the obligatory duty of **Part-II** to ensure that all these premises/property and equipment, machinery, apparatus, furniture, fixture, vehicles, computers and other moveable properties are insured for which the necessary charges shall be paid by **Part-II**. A copy of certificate of insurance shall be handed over to the **Part-I**. All the property taxes/municipal taxes etc., in respect of the subject demised Premises shall be borne by the **Part-II**. The electricity and water charges shall be paid by the **Part-II**.

8. That it shall always be the obligatory duty of **Part-II** to take all necessary steps for Securing these premises/property and equipment, machinery, apparatus, furniture, fixture, vehicles computers and other moveable properties as required from time to time and as directed by the Governing Body of the Promoting Society i.e. **Part-I**.

9. That the **Part-II** shall not dispose off any of the premises/property and equipment, Machinery, apparatus, furniture, fixture, vehicles, computers and other moveable

Computers and other moveable properties. If any of the equipment, Machinery, apparatus, furniture, fixture, vehicles, computers and other moveable Computers and other moveable properties are not usable on account of attaining its usable life, the same shall be handed over back to the Promoting Society i.e. **Part-I** of this deed and shall be disposed off as per provisions of Uttarakhand Private University Act.

10. That in event of breach of any condition of this License Deed, the Promoting Society i.e. **Part-I** of this deed may revoke the present License Deed. Provided that before revoking the license deed, the **Part-II** shall be given an opportunity of being heard.

11. That in case the Swami Rama Himalayan University i.e. **Part-II** ceases to function for any reason what so ever as per the provisions of Section 54 of Uttarakhand Private University Act, the **Part-I** may revoke the present License Deed and in such eventuality in terms of the provisions of Section 54 of the Uttarakhand Private University Act all these premises/property and equipment, machinery, apparatus, furniture, fixture, vehicles, computers and other moveable properties under this License Deed shall immediately revert back to **Part-I** and shall vest in absolute terms in **Part-I**.

12. That both the parties shall be bound by these covenants of this License Deed in all respect.

13. That either Party have the right to terminate the deed by giving 03 (three) months' notice in writing with intention to terminate the deed to the other Party and on expiry of the said notice period, the deed shall stand terminated.

14. 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 License Deed shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this License Deed shall be replaced with a provision which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

15. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this License Deed (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first-Instance, be attempted to be resolved amicably.

16. That all/any dispute between the Parties as to the covenants of this License Deed shall be subject to the Arbitration under the Arbitration and Conciliation Act 1996, or then effective amended form as the case may be. The Governing Body of **Part-I** Society shall appoint the Arbitrator in the event the Arbitration clause herein is invoked by either of the Party. The name and the details of the Arbitrator so appointed shall be notified to the **Part-II** University within 7days of invocation of the Arbitration clause by either of the Parties. The appointment of such Arbitrator shall remain acceptable to the **Part-II** and the appointment shall not be questioned on ground that the Arbitrator so appointed is either one of officer of **Part-I** Society or its legal retainer. The decision of the Arbitrator shall be binding and acceptable to both the Parties. Any of the Parties shall be entitled to invoke the Arbitration clause by giving 30 days notice of claim in advance to the other Party and to the Arbitrator for entering into reference; the place of the Arbitration shall be HIHT campus, Swami Rama Nagar, Jolly Grant, Dehradun. The cost of the Arbitration shall be borne by both the parties equally.

17. That for legal purposes this License Deed is executed at Dehradun and therefore subject to jurisdiction of the courts at Dehradun/Uttarakhand.

In witness whereof the parties have put their hands on this indenture in the presence of the witnesses.

Part-I

Through

For Himalayan Institute Hospital Trust

 Dr. Sunil Saini
 Joint Secretary
 Himalayan Institute Hospital Trust

Part-II

Through


 Dr. Mukesh Bijalwan
 Registrar
 Swami Rama Himalayan University

WITNESS

1 Mannohan

Mannohan Singh
 Assistant Manager, HIHT
 Place: Dehradun

Date: _____

2 Prateek Dhyani

Prateek Dhyani
 Coordinator, Registrar office.

