

RESIDENCE/STUDENTS UNDERTAKING

Name of the Student:

Application No. / Registration No. of the University:

Herein after referred as “You” or “Your” AND

Residence/Students agree as follows;

1. DEFINITIONS AND INTERPRETATION

1.1. “Agreement” shall mean this Agreement, together with its appendices and Schedules, executed by the Parties

1.2. “Effective Date”: shall mean the date of start of the Academic Year

1.3. “The Premises”: situated at the Manipal University Campus at Jaipur.

1.4. “Term”: shall be for a period of 10 months commencing from the effective date.

1.5. “Residence / Room”: shall mean the single or twin occupancy room, offered to You together with all the amenities therein and a right to access and make use of, where appropriate and so far as necessary, the communal areas and kitchen, dining Hall, passageways, internal stairs, lounge, common passageways, stairwells all within or around the Residence.

1.6. “GHSPL” means Good Host Spaces Pvt Ltd, a professional student living Management Company managing hostel facilities for students of Jaipur University in the University Campus.

2. TERMS & CONDITIONS:

2.1. You hereby represent that you are lawfully entitled to enter into this Agreement and do not have any legal binding not to enter into this Agreement.

2.2. You hereby agree to reside in the Premises in accordance with the Terms & Conditions of Occupancy, Resident’s Guide and the code of conduct and any other in-house Rules and Regulation including those specific to your accommodation detailed and drawn to your attention by GHSPL at the Premises or through the booklet/web portal prescribed by GHSPL. Your behavior, which contravenes any of these Rules, may affect any future application made by you to reside in the GHSPL’s Residence and GHSPL has the right to relocate you immediately to alternative accommodation or terminate your occupancy immediately.

2.3. This Agreement is valid effective from the date mentioned above and shall remain valid until such time GHSPL deems fit.

2.4. Inventory: You will be provided with a copy of the inventories of the room allotted to you upon your arrival at the Residence/ Room. You should check and sign all copies of the Inventory for furnishings, fittings and equipment of your room and the communal areas of the residence as appropriate.

2.5. If GHSPL fails to provide an Inventory, it is your responsibility to request one. You should check the Inventory carefully and record any damage, Missing items or repair requests. You should sign and return a copy of the Inventory to the Authorized person of the Residence/ Premises within 48 hours of your arrival. If an inventory is not completed and signed within 24 hours, GHSPL will assume that everything is in good order and that the contents are complete and undamaged. You shall at all times remain in charge and be responsible for all the items listed in the Inventory and the residence, any subsequent loss or damage to the Residence and the items listed in the Inventory during your stay at the Residence and during the term of this Agreement, shall be your responsibility and you shall be either called on to replace the same or make good of the loss incurred by GHSPL.

2.6. In case of any collateral damage to the Residence during your stay, which would affect your occupation, GHSPL has the right to move you to suitable alternative accommodation at its discretion, which may involve moving to a different residence/room.

2.7. Fee: You shall pay the Fee for the occupancy of the room/residence as per Annexure 1. If you fail to pay the Fee in accordance with the agreed payment Schedule, you shall be liable for the penalty at @ 12% p.a.as per your respective room category.

Fees are payable as per the academic year 2021-2022 applicable criteria or Annexure 1.

2.8. The Resident/Student acknowledges and agrees that the Hostel Fee or any part of it is Non-Refundable under any circumstances after the commencement of the session. Notwithstanding anything to the contrary elsewhere, the hostel fees, utility payments or any other payments made by the Student to [Good Host Spaces Private Limited] shall not be refundable for any reason whatsoever, including reason of non—utilization of services / utilities for which the payment is made, closure or suspension of such services or utilities or closure of the University or the hostels, in each case, for any reason including pursuant to order of any government or other authorities or the University and the Student shall not have any claim for refund of such amount / fees for any reason.

2.9. You must ensure that You or Your guests/visitors do not:

- a. Bring any illegal substances or use them in the Campus of GHSPL Property/ Residence/Premises.
- b. Cause other occupants in residences/Room or any other person any injury, disturbance, disruption, distress, annoyance, nuisance, ragging, harassment, inconvenience or damage to their property.
- c. Act in a manner which could endanger the wellbeing of members of GHSPL and/or the good order of the Residence or other GHSPL Premises, or which is likely to bring GHSPL into disrepute. This includes without limitation, e.g., damaging fittings/furniture or anti-social behavior and unacceptable behavior resulting from consumption of any illegal substances.
- d. Cause any excessive or unnecessary noise in the Residence.
- e. Permit others to occupy your accommodation without the permission of GHSPL.
- f. Bring firearms and/or any other dangerous or offensive weapons (including, without limitation, any replica firearms/weapons or parts of a weapon/firearm) onto any part of the GHSPL's owned or managed premises or property;

g. Hold social functions/parties on the Premises without the prior written consent of an authorized person of GHSPL;

h. Hang banners, flags, or similar materials in windows or on the outside of the residence / rooms.

i. Attendance through biometric is compulsory and tailgating is not allowed. Students are completely responsible for their daily attendance in the hostel as per norms. In case of failure to give attendance, a message would be sent to Parent and respective block wardens.

j. You shall not damage any common assets installed in the common areas, common rooms, corridors in the buildings such as furniture, fire & safety equipment, appliances etc., You will be liable to pay for any damages collectively.

2.10. GHSPL reserves the right to admission in the Premises at all times.

2.11. Failure to comply with the prescribed rules and regulations either by you or your guests /visitors shall amount to payment of penalty and termination.

2.12. The accommodation must be used only for the designated purpose as defined by the GHSPL Rules and Regulations of accommodation from time to time.

2.13. You shall not change or damage the decorative finish of the bedroom or any other part of the Residence and ensure upkeep and maintenance of the Residence. Resident/Student undertakes not to stick anything including posters/ pictures of any type / painting / drawing or writing on the hostel walls.

2.14. You shall not damage or remove the furniture from the Residence or any room. All furniture must be retained as it is at the time of expiry of the Agreement or during termination. You will be liable for any damage to furniture or decoration arising from unauthorized rearrangement of fixtures, fittings and furniture.

2.15. Where damage occurs in an individual bedroom that is not commensurate with fair wear and tear, you, as the occupant of that room, will be liable for the damage as ascertained by GHSPL. You are responsible for the behavior of your guests while they are in the Campus / premises of GHSPL and for any damage that they may cause.

2.16. Each occupant is jointly and severally liable for any damage caused within the shared areas of the Residence / Rooms. GHSPL will solely determine the cost of such damages and the concerned resident student hereby undertakes to indemnify GHSPL against any damage that may be caused to the property of GHSPL in toto and GHSPL will have the right to claim compensation in the form of exemplary damages as well as initiate appropriate preventive and corrective action.

2.17. Prohibition on Sub-Letting or Assigning Rooms: You must not, at any time, sublet, share or part with possession of Your Room or any other part of the Residence without seeking a prior approval of GHSPL. Your rights in the occupancy accommodation are not transferable to anyone else.

2.18. Security Personnel: You shall abide by all the security Rules and Regulations of GHSPL.

2.19. In case of loss of key for any given reason, resident/ students agree not to break open their room lock or cupboard and cause damage for the hostel property. Only maintenance staffs are permitted to take remedial measures in case of loss of key or otherwise. In such case students should inform the hostel authorities in writing to initiate action. In the event of violation of above rules by inmates they will be expelled from the hostel and or will be liable to pay the damages. The decision of the damages shall be of the hostel authorities and Chief Warden will be final and binding on this matter.

2.20 Residents/ students must acknowledge that students are strongly advised not to share the room keys with anyone which may be misused later. The residents/student shall be solely responsible for the missing keys. Duplication of the room keys is not permitted and if any student found making a duplicate key will be heavily penalized and may lead to disciplinary action.

2.21 GHSPL will not be responsible for the loss, theft or any such missing items left behind by the students in the rooms. GHSPL will also not be liable against any illegal act committed by any of the resident students or any other person whether within or outside the hostel premises and would report the same to the concerned law enforcement authorities as well as initiate appropriate disciplinary action including but not limited to suspension/expulsion of the concerned resident student from the hostel.

2.22. Residents/Students acknowledge that the students are strongly advised not to keep expensive items such as heavy jewelry, cash, personal belongings etc. in the hostel rooms. GHSPL will not be responsible for the loss, theft or misplacement of any of the residents/ student's belongings and the same are kept entirely at the risk of the resident student without GHSPL bearing any liability related thereto whatsoever and the resident student hereby relinquishes the right to raise any claims against GHSPL.

2.23. Electronic Appliance/s usage: Residents/Students shall not use any electronic devices in their rooms such as electric kettle, iron, electrical rods etc. In case any student wants to use any electrical appliances in his/her room, he/she will seek permission from Hostel authorities. If a student is found using appliances without prior permission, he/she shall be penalized and appliance will be confiscated.

2.24. Residents/Students agree to submit their room keys to the respective caretaker after the completion of academic year. In the event of failing to deposit the keys student will be liable to pay the fine of Rs. 920 per day.

2.25. Resident/Students agree that the Rooms shall be checked out immediately after the end of the academic session. Students cannot claim to stay in the hostel during the vacations. Permission may be given for such a stay in any special case by the hostel authorities on the written request of the student and with due permission from the University, in which case the University will be responsible for the well-being of the said student.

2.26. Any furniture, belongings and personal effects left in the Room when you vacate, will be considered as rubbish and disposed of. GHSPL will clear all items immediately on you vacating the Premises. All items will be disposed as GHSPL considers appropriate and GHSPL will not be responsible for any loss arising from such disposal. You will be responsible for any reasonable expenses and administration costs incurred by GHSPL due to the immediate disposal of any of your personal belongings left on the premises on expiry of this Agreement or early termination or your eviction from the Premises.

2.27. Resident / Student understands and acknowledges that CONSUMPTION OF ALCOHOL AND SMOKING AND ANY OTHER ILLEGAL SUBSTANCES WITHIN THE HOSTEL PREMISES IS STRICTLY PROHIBITED

2.28. Resident / Student acknowledge and agree that RAGGING / HARASSMENT / QUARRELS / INDISCIPLINED / UNETHICAL / IMMORAL BEHAVIOUR / SPEECH EMBARRASSMENT / ABUSIVE LANGUAGE in the hostels will be viewed very SERIOUSLY. ANY SUCH BEHAVIOUR SHALL BE BROUGHT TO THE NOTICE OF PARENTS, CHIEF WARDEN AND ALL CONCERNED AUTHORITIES IMMEDIATELY AND CAN LEAD TO EXPULSION FROM THE HOSTEL. GHSPL will not take responsibility for any legal / police action based on the above.

2.29. The Resident/Student acknowledges that continuation of the hostel accommodation allotted to me shall be subject to my overall conduct in the Hostel.

2.30. The Resident/Student acknowledges that in-case a student is found staying by default i.e. single student residing in a double occupancy room due to any reason e.g., room partner vacated hostel etc. GHSPL reserves the rights to shift the student/resident to a double room occupied by Single student i.e a by default student room.

2.31. This Agreement shall be construed and interpreted in accordance with and governed by the laws of India and the Courts in Mumbai, India shall have exclusive jurisdiction over all matters arising out of or relating to the Agreement. In case of any and all disputes or differences the same shall be referred to Hostel Grievance Committee established by GHSPL and University.

Date:

Acknowledged and Accepted by:

Place:

Student name:

ID No.

Mobile no.

Signature of the Parent/Guardian Name/Address