

## RESIDENCE/ STUDENTS UNDERTAKING

<b>Date:</b>	
<b>Name of the Student:</b>	
<b>GR Number:</b>	
<b>Academic Year</b>	<b>2024-25</b>

The student signing such undertaking shall be referred to as “**You**”, “**Your**” or “**Student**” in favour of MEF (*as defined below*).

**You agree as follows:**

### **1. DEFINITIONS AND INTERPRETATION**

- 1.1. “**Undertaking**” shall mean this Undertaking, together with any appendices, annexures and schedules, executed by You (or Your parents/guardians on behalf of You) in favour of MEF.
- 1.2. “**Authorized Person**”: shall mean a person designated as such by MEF and informed to You from time to time for handling administrative matters related to the Premises.
- 1.3. “**Effective Date**”: shall mean the date as on \_\_\_\_\_.
- 1.4. “**Fees**”: shall mean the Fees for the entry and use of the Residence / Room as set out in **Annexure A**.
- 1.5. “**MEF**” means Marwadi Educare Foundation, promoters, who provides hostel facilities for students of the Marwadi University in the University Campus.
- 1.6. “**Inventory**”: shall mean a list of all the furnishings, fittings and equipment in your room and the communal areas of the Residence.
- 1.7. “**License**”: shall mean the license to enter and use the Residence / Room and common areas in the Premises granted to You by MEF as part of this Undertaking for the duration of the Term.
- 1.8. “**The Premises**”: shall mean the hostel premises situated at the University and managed by MEF.
- 1.9. “**Parents/Guardian**”: shall refer to Your official Parents/Guardian who may enter into this Undertaking on Your behalf should You not have reached the age of majority.
- 1.10. “**Residence / Room**”: shall mean the premium, double, triple or quad occupancy room together with all the amenities therein and a right to access and make use of, where appropriate and as far as necessary, the communal areas and kitchen, dining hall, passageways, internal stairs, lounge, common passageways, stairwells all within or around the Residence.

- 1.11. **“Term”**: shall mean a period commencing from the Effective Date and ending on the last working day of the Academic Year as per the Academic Calendar finalized by the University for the year as on the Effective Date. This shall also effectively be the tenure of the License granted to You by MEF in this Undertaking.
- 1.12. **“University”** shall mean Marwadi University located in Rajkot, Gujarat, India.

## **2. TERMS & CONDITIONS:**

- 2.1. You are hereby given permission to enter and use the Residence / Room (for residential purposes only) as well as the common areas in the Premises on license basis pursuant to Section 52 of the Indian Easements Act, 1882. Such License to use and enter the Residence / Room and the Premises shall not in any way involve a transfer of interest in or possession of the Room/Residence or the Premises.
- 2.2. The student being permitted entry and use of the Residence / Room on the signing of this Undertaking would constitute acceptance on behalf of MEF for the agreement underlying this Undertaking.
- 2.3. You hereby agree that your License to enter and use the Residence / Room and the common areas in the Premises would be subject to your compliance with all inhouse Rules and Regulations (together, read as the **“Rules”**) created by either MEF and/or the University. The Rules may be amended from time to time, and it is Your responsibility to track such updates. The License granted in this Undertaking is subject to Your overall conduct in the Residence / Room, and upon misconduct or contravention of any of the Rules, MEF has the right to revoke/terminate Your License as per the procedure outlined in Clause 2.4 of this Undertaking. If Your behaviour contravenes any of these Rules, it may affect any future application made by You to reside in MEF’s Residence and may also fall within the ambit of the disciplinary actions of the University.
- 2.4. Upon misconduct or contravention of any of the Rules on Your part, MEF shall have the right to revoke/terminate Your License effective immediately and shall give You 15 (fifteen) days’ time to remove Your personal effects and leave the Room. Also, should You want to terminate Your License for any reason before the conclusion of the Term, you shall do so by giving an Authorized Person of MEF 15(fifteen) days’ notice for the same. However, no refund will be given to You for Fees paid in accordance with the agreed payment, and You shall further be required to pay the remaining Fees due for the entire Term, irrespective of whether You choose to terminate the License prior to the conclusion of the Term, as is stated in Clause 2.9 of this Undertaking.
- 2.5. This Undertaking and the License granted under it are valid for the Term or a revised undertaking as executed subsequent to the signing of this Undertaking.
- 2.6. Inventory: You will be provided with copy of the bedroom and communal area Inventories upon Your arrival at the Residence/ Room. You should check and sign copy of the Inventory

for furnishings, fittings and equipment of the Room and the communal areas of the Residence after verifying the same.

- 2.7. 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, failing which, MEF 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 and 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, shall be Your responsibility and You shall be either called on to replace the same or make good of the loss incurred by MEF.
- 2.8. Fees: You shall pay the Fees for your entry and use of the Residence / Room pursuant to the License as per the Fees notice of MEF given with this Undertaken in **Annexure A**. If the Fees is not paid in accordance with the agreed payment schedule as per Annexure A, you shall be liable to pay interest at @ 12% pa on the amount of the delayed payment from the first date of the semester till the date of payment.
- 2.9. You agree to pay Fees for the entire Term, regardless of the number of tranches in which the Fees is collected, whether You complete the Term on the Premises, or choose to leave the Premises at any period prior to the determined Term. You shall only quit the Premises after paying the remaining Fees due for the entire Term.
- 2.10. You acknowledge and agree that the Fees or any part of it is non-refundable under any circumstances after the commencement of the academic session as per the University's academic calendar. Subject to the above conditions, the Fees, utility payments or any other payments made by You to MEF 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 or suspension from the University for disciplinary reasons, in each case, for any reason including pursuant to order of any government or other authorities or the University and You shall not have any claim for refund of such amount / Fees for any reason.
- 2.11. Unless prior written permission is obtained from the University, you shall vacate the Room immediately at the end of each academic session per the academic calendar of the University. Permission may be given for use of the Room during vacations in a special case by MEF on the written request of the student and with due permission from the University.
- 2.12. Additional charges for using the hostel during vacation periods per the University's Academic Calendar will be decided and communicated before the respective break period. Students shall be liable for paying an additional fee for entry and use of the Residence / Room and the Premises during long vacation periods per the University's Academic Calendar along with

additional service charges applicable. Such additional service charges shall in no way be related to the Fees for using the Residence / Room as per the License.

- 2.13. If You do not vacate the Room after the completion of the Term without obtaining MEF's prior permission, you will be liable to pay liquidated damages at the rate of Rs. 550/- (Rupees five hundred and fifty only) per day. to MEF. You shall submit the almirah keys to the respective superintendent on vacating the Room post completion the Term. In the event of failing to submit the key, you shall be liable to pay the fine of between Rs. 500/- (Rupees five hundred only) to Rs. 800/- (Rupees eight hundred only) as per the circumstances as determined by MEF.
- 2.14. Any furniture, belongings and personal effects left in the Room when You vacate will be considered as rubbish and disposed of. MEF will clear all items immediately on You vacating the Premises. All items will be disposed as MEF considers appropriate and MEF will not be responsible for any loss arising from such disposal. You will be responsible for any reasonable expenses and administration costs incurred by MEF due to the immediate disposal of any of Your personal belongings left on the premises on expiry of this Undertaking or early termination or Your eviction from the Premises.
- 2.15. You acknowledge and agree that for operational reasons You may be asked to move to another room in the hostel managed by MEF on a temporary basis. You undertake to cooperate with MEF and agree and confirm that no Fees will be refundable for such movement, and that the License granted to you will be amended accordingly to fit the circumstances.
- 2.16. **You must ensure that You and Your guests/ visitors do not:**
  - a. Bring or possess, any illegal or prohibited substances or use them in the campus of MEF Property/ Residence/ Premises. CONSUMPTION OF ANY SUBSTANCES LIKE ALCOHOL AND SMOKING ETC. WITHIN THE PREMISES IS STRICTLY PROHIBITED.
  - b. Cause other occupants or other persons in Residences/ Room any injury, disturbance, disruption, distress, annoyance, nuisance (including any excessive or unnecessary noise), subject them to ragging, quarrels, harassment, unethical behaviour or cause inconvenience or damage to their property. ANY SUCH BEHAVIOUR CAN BE BROUGHT TO THE NOTICE OF PARENTS, CHIEF WARDEN, AND ALL CONCERNED AUTHORITIES IMMEDIATELY AND CAN LEAD TO EXPULSION FROM THE PREMISES. MEF will not take responsibility for any legal/ police action based on the above and shall be entitled to report to the concerned enforcing authorities immediately.
  - c. Act in a manner which could endanger the well-being of members of MEF and/ or the good order of the Residence or other MEF Premises, or which is likely to bring MEF into disrepute. This includes without limitation, e.g., damaging fittings/ furniture or anti-social behaviour and unacceptable behaviour.

- d. Cause any excessive or unnecessary noise in the Residence.
  - e. Permit others to use your accommodation without the permission of MEF.
  - 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 MEF'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 MEF.
  - h. Hang banners, flags, or similar materials in windows or on the outside of the Residence/ Rooms.
- 2.17. MEF reserves the right to enter the Premises at all times. MEF further reserves the right to, at all reasonable times during the Term, enter the Residence/Room and inspect the condition thereof.
- 2.18. Failure to comply with the prescribed rules and regulations either by You or Your guests/ visitors shall make You liable to make payment of a penalty as jointly determined by the University and MEF as well as possible revocation/termination of this Undertaking and the License granted under it as determined by MEF.
- 2.19. The accommodation must be used only for the designated purpose as provided under the Rules from time to time and shall not be used for any other purposes or activities. You shall not conduct any kind of commercial/ business activity (whether in personal capacity or in conjunction with any other person or entity) from the Premises or any other activity, which is not directly connected with your studies at the University.
- 2.20. You shall not change or damage the decorative finish of the Room or any other part of the Premises and ensure upkeep and maintenance of the Room. You shall not stick anything on the hostel walls, including posters/ pictures of any type/ painting/ drawing or writing.
- 2.21. Prohibition on Permanent Structure modifications: You shall not at any time make any permanent structure modifications in the Room.
- 2.22. You are bound to keep, and on revocation/termination/expiry of this Undertaking (and the License granted under it), You are bound to restore the Residence in as good condition as it was in at the beginning of the Term, subject only to the changes caused by reasonable wear and tear or irresistible force. You shall not damage or remove the furniture from the Residence or any room. You will be liable for any damage to furniture or decoration arising from unauthorized rearrangement of fixtures, fittings and furniture.
- 2.23. Where damage occurs in an individual Room that is not commensurate with fair wear and tear, You, will be liable for the damage as ascertained by MEF. You are responsible for the behaviour of your guests while they are in the campus/ premises of MEF and for any damage that they may cause. You will be bound to pay compensation for such damages caused by You or Your guest within 3 days from the notice for such damages being given to You by MEF.

- 2.24. Each occupant is jointly and severally liable for any damage caused within the shared areas of the Residence / Rooms. MEF will solely determine the cost as well as the apportionment of the cost of such damages and You hereby undertake to indemnify MEF against any damage that may be caused to the property of MEF in toto and MEF will have the right to claim compensation as well as initiate appropriate preventive and corrective action.
- 2.25. Prohibition on Assignment of License or Sub-Licensing: You must not, at any time sub-license the use of Your Room or any other part of the Premises without seeking the prior approval of MEF. Your permission to enter and use Room and the Premises is not transferable in any way to anyone else...
- 2.26. Security Personnel: You shall abide by all the security Rules as well as by any relevant rules determined by the University and MEF.
- 2.27. You acknowledge and agree not to break open Your 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, you should inform warden/staff in charge to initiate action. In the event You violate any of the above rules, you're Undertaking, and the License will be revoked/terminated and/or You will be liable to pay the damages. The decision of the Chief Warden will be final and binding on this matter.
- 2.28. You shall not to share the wardrobe and room keys with any other person.
- 2.29. MEF will also not be liable for any illegal act committed by any of the resident students or any other person within the Premises and may report the same to the concerned University authorities.
- 2.30. You shall not to keep expensive items such as expensive jewellery, cash, personal belongings etc. in the hostel rooms. MEF will not be responsible for the loss, theft, or misplacement of any of Your belongings, including belongings given to a laundry service provider, and the same are managed entirely at Your risk without MEF bearing any liability related thereto whatsoever and You shall not raise any claims against MEF.
- 2.31. Heating Appliance/s usage: You shall not use any heating devices (whether electrical or otherwise) in Your room such as heaters, electrical rods, electrical blankets, induction stoves, water heating rods, water steamers, etc. If You are found using appliances, you will be penalized (in a manner as determined by MEF) and the appliance will be confiscated.
- 2.32. MEF reserves the rights to shift You to any other Room and the License granted to You will stand amended accordingly.
- 2.33. You shall indemnify and hold harmless, MEF and/ or its affiliates, directors, officers, representatives, employees and agents ("**Indemnified Parties**"), promptly upon demand at

any time, from and against any and all losses claims, actions, demands, losses, damages, liability, judgements, settlements, penalties, costs and expenses of any nature whatsoever incurred or suffered by the Indemnified Parties as a result of any illegal activities, breach of applicable laws, breach of this Undertaking or breach of the policies of MEF or the University in relation to the hostel facilities.

- 2.34. Any application related to hostels submitted by a student for any reason will be applicable/ valid only on approval by MEF in writing.
- 2.35. This Undertaking and the License shall be construed and interpreted in accordance with and governed by the laws of India. In case of any and all disputes or differences, the same shall be referred to Hostel Grievance Committee established by MEF and the University.

### **3. REPRESENTATIONS**

If You have completed the age of majority, you will fill **PART A** of this Undertaking. If You have not completed the age of majority, then Your Parents/Guardian shall fill **PART B** of the Undertaking on your behalf.

#### **PART A**

- I. You hereby represent that You are lawfully entitled and have no legal restriction to enter into this Undertaking including being of age of majority, being of sound mind, and that You are not disqualified from contracting by any law to which You are subject pursuant to the provisions of Section 11 of the Indian Contract Act, 1872.
- II. You hereby represent that You are not a registered person within the meaning of Section 2(94) of the Central Goods and Services Act, 2017.
- III. You have read, understood, and accept the offer and the terms and conditions as set out above.

Date:

Acknowledged and accepted by:

Place:

Your Name:

Your Signature:

## **PART B**

- I. I, the undersigned, hereby warrant that I am the Parents/Guardian of \_\_\_\_\_ (insert Student name), a minor, and have full authority to accept the above Undertaking on behalf of my charge.
- II. I hereby represent that I am lawfully entitled and have no legal restriction to enter into this Undertaking including being of age of majority, being of sound mind, and that I am not disqualified from contracting by any law to which I am subject pursuant to the provisions of Section 11 of the Indian Contract Act, 1872.
- III. I hereby represent that I am not a registered person within the meaning of Section 2(94) of the Central Goods and Services Act, 2017.
- IV. I hereby represent that I shall be responsible for ensuring that the student meets the obligations stipulated in this Undertaking for the duration of the Term.
- V. I have read, understood, and accept the offer and the terms and conditions as set out above on behalf of the student.

Date:

Acknowledged and accepted by:

Place:

Signature of the Parents/ Guardian Name:



## ANNEXURE A

### Hostel Fees Structure: Academic Year 2024 – 25

The below table illustrates the Fees structure for Academic Year 2024 – 25 for the National Students including Vegetarian Meals:

**Table 1.1 (Full Academic Year)**

**Amounts in INR**

Hostel Fee (Security Deposit Rs.15000/-)			Annual Fee* (AY2024-25)	Annual Fees by Instalments	
				1 <sup>st</sup> Instalment	2 <sup>nd</sup> Instalment
<b>Hostel A, B, C (Common Washroom)</b>	4 Sharing	Non-AC	<b>1,10,000</b>	<b>59,000</b>	<b>56,000</b>
	8 Sharing Bunk Bed	Non-AC	<b>81,000</b>	<b>44,500</b>	<b>41,500</b>
	6 Sharing Bunk Bed	AC	<b>1,10,000</b>	<b>59,000</b>	<b>56,000</b>
	4 Sharing	AC	<b>1,46,000</b>	<b>77,000</b>	<b>74,000</b>
<b>Hostel D (Attached Washroom)</b>	2 Sharing	Non-AC	<b>1,29,000</b>	<b>68,500</b>	<b>65,500</b>
	4 Sharing	Non-AC	<b>1,18,000</b>	<b>63,000</b>	<b>60,000</b>
	2 Sharing	AC	<b>1,76,000</b>	<b>92,000</b>	<b>89,000</b>
	4 Sharing	AC	<b>1,56,000</b>	<b>82,000</b>	<b>79,000</b>

**Table 1.2 (First Term only)**

**Amounts in INR**

Hostel Fee (Security Deposit Rs.15000/-)			Annual Fee* (AY2024-25)	Applicable fees to avail the Hostel for First Term only.
<b>Hostel A, B, C (Common Washroom)</b>	4 Sharing	Non-AC	1,10,000	<b>71,500</b>
	8 Sharing Bunk Bed	Non-AC	81,000	<b>52,650</b>
	6 Sharing Bunk Bed	AC	1,10,000	<b>71,500</b>
	4 Sharing	AC	1,46,000	<b>94,900</b>
<b>Hostel D (Attached Washroom)</b>	2 Sharing	Non-AC	1,29,000	<b>83,850</b>
	4 Sharing	Non-AC	1,18,000	<b>76,700</b>
	2 Sharing	AC	1,76,000	<b>1,14,400</b>
	4 Sharing	AC	1,56,000	<b>1,01,400</b>

Fees Structure (2024-25)	Room Type	Applicable Fees
Annual / Two Instalments / First Term only		

Date:

Acknowledged and accepted by,

Place:

Your Name and Signature: \_\_\_\_\_