

Hostel Residence Undertaking and License Agreement

Date:	
Name of the Student:	
GR Number:	
Academic Year	2026-27

The student signing such undertaking shall be referred to as “**You**”, “**Your**” or “**Student**” in favour of MCEF (*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 MCEF.
- 1.2. “**Authorized Person**”: shall mean a person designated as such by MCEF 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. “**MCEF**” means Marwadi Chandarana Educare Foundation, promoters, who provide 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 MCEF 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 MCEF.
- 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 MCEF 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 shall constitute acceptance on behalf of MCEF 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 MCEF and/or the University. The Rules may be amended from time to time, and it shall be your responsibility to remain informed of 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, MCEF 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 MCEF’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, MCEF shall have the right to revoke/terminate Your License effective immediately and shall give You 7 (seven) 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 MCEF 7 (seven) 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. Notwithstanding the above, in cases expressly provided under this Undertaking, including but not limited to Clause 2.47, termination may be effected immediately without notice.
- 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 a copy of the bedroom and communal area Inventories upon Your arrival at the Residence/ Room. You should check and sign a 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, MCEF 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 MCEF.
- 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 MCEF given with this Undertaking 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 the rate of 12% per annum on the amount of the delayed payment on the amount of the delayed payment from the due date of payment till the actual 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 MCEF 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 as per the Academic Calendar of the University. Permission for use of the Room during vacation periods may be granted in special cases by MCEF, upon a written request submitted by the student and with due approval from the University, on a chargeable basis at rates decided from time to time.

- 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 MCEF'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 MCEF. You shall submit the wardrobe 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 MCEF.
- 2.14. Any furniture, belongings and personal effects left in the Room when You vacate will be deemed to be abandoned property and disposed of at the sole discretion of MCEF. MCEF will clear all items immediately on You vacating the Premises. All items will be disposed as MCEF considers appropriate and MCEF will not be responsible for any loss arising from such disposal. You will be responsible for any reasonable expenses and administration costs incurred by MCEF 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 MCEF on a temporary basis. You undertake to cooperate with MCEF 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 MCEF 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 MAY BE REPORTED TO THE PARENTS AND THE UNIVERSITY / MCEF AUTHORIZED AUTHORITY (INCLUDING THE DEAN – STUDENT WELFARE OR ANY DESIGNATED OFFICIAL), AND MAY RESULT IN IMMEDIATE EXPULSION FROM THE PREMISES. MCEF 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 MCEF and/ or the good order of the Residence or other MCEF Premises, or which is likely to bring MCEF 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 MCEF.
- 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 MCEF'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 MCEF.
- h. Hang banners, flags, or similar materials in windows or on the outside of the Residence/ Rooms.

2.17. MCEF reserves the right, at all reasonable times during the Term, to enter the Residence/Room for purposes including inspection, maintenance, safety, security, or enforcement of this Undertaking with or without prior notice, as may be deemed necessary by MCEF, for any of the aforesaid purposes.

2.18. Failure to comply with the prescribed rules and regulations either by You or Your guests/ visitors shall render you liable to pay penalties as jointly determined by the University and MCEF as well as possible revocation/termination of this Undertaking and the License granted under it as determined by MCEF.

2.19. Use of Premises and Prohibition of Commercial Activities: The accommodation must be used strictly for the designated residential and academic purposes as provided under the Rules from time to time and shall not be used for any other purposes or activities. You shall not conduct or engage in any kind of commercial or business activity (whether in personal capacity or in conjunction with any other person or entity) from the Premises.

Without prejudice to the generality of the above, this includes, but is not limited to, bringing and selling food items or any goods within the hostel, selling items at inflated prices, engaging in profiteering, lending money, charging interest, or carrying out any form of financial or commercial transactions within the Premises.

Any such activity shall be treated as a serious violation of this Undertaking and may result in disciplinary action, including immediate termination of hostel accommodation, without prejudice to any other action that may be taken by MCEF or the University, including any civil or criminal proceedings, as applicable.

- 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 MCEF. You are responsible for the behaviour of your guests while they are in the campus/ premises of MCEF 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 (three) days from the notice for such damages being given to You by MCEF.
- 2.24. Each occupant is jointly and severally liable for any damage caused within the shared areas of the Residence / Rooms. MCEF will solely determine the cost as well as the apportionment of the cost of such damages and You hereby undertake to indemnify MCEF against any damage that may be caused to the property of MCEF in toto and MCEF 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 MCEF. Your permission to enter and use Room and the Premises is not transferable in any way to any other person.
- 2.26. Security Personnel: You shall abide by all the security Rules as well as by any relevant rules determined by the University and MCEF.
- 2.27. You acknowledge and agree not to break open Your room lock or cupboard and cause damage to the hostel property. Only maintenance staff 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, your Undertaking shall stand revoked/terminated, and/or You will be liable to pay the damages. The decision of the University / MCEF authorized authority (including Dean – Student Welfare or any designated officials) will be final and binding on this matter.
- 2.28. You shall not share the wardrobe and room keys with any other person.

- 2.29. MCEF 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. Personal Belongings and Liability: You shall avoid keeping expensive items such as jewellery, cash, electronic devices, mobile phones, or any other valuable personal belongings in the hostel rooms. In any case, you shall ensure that all such belongings are kept securely locked at all times and shall exercise due care, vigilance, and precaution to prevent any loss, theft, or misplacement.
- MCEF shall not be responsible or liable for any loss, theft, or damage to your personal belongings under any circumstances, including those given to any service provider or involving other residents, guests, or third parties. You acknowledge that MCEF does not undertake any obligation to investigate or recover such losses, and all such belongings shall be managed entirely at your own risk. You shall not raise any claim against MCEF in this regard.
- 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, electrical kettle, water steamers, etc. If You are found using appliances, you will be penalized (in a manner as determined by MCEF) and the appliance will be confiscated.
- 2.32. MCEF reserves the right 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, MCEF 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 MCEF or the University in relation to the hostel facilities including reasonable legal costs and attorney fees.
- 2.34. Any application related to hostels submitted by a student for any reason shall be valid only upon approval by MCEF 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 the Hostel Grievance Committee established by MCEF and the University without prejudice to the right of MCEF to seek appropriate legal remedies before competent courts subject to applicable laws in force in India.

- 2.36. Force Majeure: MCEF shall not be held responsible or liable for any failure or delay in providing hostel facilities or services due to events beyond its reasonable control, including but not limited to natural calamities, fire, flood, epidemic, pandemic, government orders, civil disturbances, or any other unforeseen circumstances, and MCEF's obligations shall stand suspended during the continuance of such events in accordance with applicable laws.
- 2.37. Power, Water and Utility Interruptions: You acknowledge that essential services such as electricity, water supply, internet, or other utilities may be interrupted due to maintenance, technical faults, or external factors. MCEF shall not be liable for any inconvenience, loss, or damage arising out of such interruptions.
- 2.38. Medical Emergency and Health Responsibility: In case of any medical emergency, MCEF may facilitate basic assistance; however, all medical expenses, hospitalization, and related costs shall be borne entirely by you or your parents/guardians. MCEF shall not be liable for any medical condition, injury, or health-related issue occurring within the Premises.
- 2.39. Parking and Vehicles: If you keep any vehicle within the Premises, the same shall be at your own risk. MCEF shall not be responsible for any loss, theft, or damage to such vehicles or any belongings kept therein.
- 2.40. Visitors and Guest Liability: You shall be fully responsible for the conduct of your visitors/guests within the Premises. Any damage, misconduct, or violation of rules caused by your visitors/guests shall be deemed to be your responsibility, and appropriate action may be taken accordingly.
- 2.41. CCTV Surveillance: You acknowledge that CCTV cameras may be installed in common areas of the Premises for safety and security purposes. MCEF reserves the right to monitor and use such recordings as required for security, administrative, or disciplinary purposes in accordance with applicable laws and institutional policies.
- 2.42. Compliance with Instructions: You shall comply with all instructions, circulars, notices, and directions issued by MCEF or the University from time to time in relation to hostel administration, safety, discipline, and operations. Non-compliance may result in disciplinary action, including termination of hostel accommodation.
- 2.43. Emergency Evacuation: In case of any emergency situation (including fire or safety threats), you shall immediately comply with evacuation procedures and instructions issued by MCEF or authorized personnel. Failure to comply shall be treated as a serious violation.
- 2.44. Prohibition on Illegal Activities: You shall not engage in any unlawful, criminal, or prohibited activities within the Premises. Any such act shall be reported to the concerned authorities, and MCEF shall not be liable for any consequences arising therefrom.

- 2.45. Digital and Network Usage: You shall use the internet and digital infrastructure provided within the Premises responsibly and in compliance with applicable laws. Any misuse, including accessing prohibited content or engaging in illegal online activities, shall attract disciplinary action.
- 2.46. Inspection of Personal Devices in Disciplinary Matters: In the event of any disciplinary matter, complaint, or reasonable suspicion of misconduct, you agree to cooperate with MCEF and/or University authorities in any inquiry or investigation. Where considered necessary and with due justification, you may be required to present your mobile phone or other personal electronic devices for verification limited to the specific matter under investigation. Such verification shall be conducted in the presence of authorized personnel and, where appropriate, with prior intimation to you. MCEF shall ensure that any such inspection is reasonable, proportionate, and restricted only to relevant content. Refusal to cooperate with such inquiry may attract disciplinary action as per applicable rules and subject to applicable laws relating to privacy and data protection.
- 2.47. Eligibility and Automatic Termination upon Academic Status Change: Hostel accommodation is strictly available only to students who are duly registered as full-time students of the University for the relevant academic session. Notwithstanding anything contained in Clause 2.4 of this Undertaking, in the event that you are suspended, detained, withdraw from the program, take a break/drop, or otherwise cease to be an actively registered student for any reason whatsoever, your License to occupy the Residence / Room shall stand automatically terminated with immediate effect, without any requirement of prior notice. Upon such termination, you shall vacate the hostel immediately. If you fail to vacate, MCEF shall have the right to evict you from the Premises and take such action as may be deemed appropriate, including eviction and restriction of access to the Premises. Further, in accordance with Clause 2.9 of this Undertaking, you shall remain liable to pay the Fees for the entire Term, and no refund of any Fees or charges shall be applicable under such circumstances. Any unauthorized stay in the hostel without valid academic registration shall be treated as a serious violation and may attract disciplinary action, in addition to eviction, including removal of belongings at the student's risk and cost.
- 2.48. Conditional Renewal of Hostel Accommodation: Renewal of hostel accommodation for any subsequent term or Academic Year shall not be automatic and shall be subject to the sole discretion of MCEF. Such renewal shall be granted only upon satisfactory verification of the student's academic performance, attendance record, conduct, and overall compliance with the Rules and this Undertaking, along with a formal recommendation from the concerned academic department.

MCEF reserves the absolute right to refuse or withhold renewal of hostel accommodation without assigning any reason, including in cases where the student is found to have low academic attendance, poor academic performance, indiscipline, misconduct, or non-compliance with institutional policies.

The decision of MCEF in this regard shall be final and binding, and no claim or right to renewal shall be construed or claimed by the student under any circumstances.

- 2.49. MCEF and/or the University may collect, store, and use personal information of the student for administrative, safety, disciplinary, and legal purposes in accordance with applicable laws, including data protection and privacy laws in force. The student hereby expressly consents to such use as necessary for hostel administration.
- 2.50. Waiver of Claims: Failure by MCEF to enforce any provision of this Undertaking at any time shall not be construed as a waiver of its rights, and MCEF shall be entitled to enforce such provisions at any subsequent time whether expressly or by implication.
- 2.51. Jurisdiction: All disputes arising out of or in connection with this Undertaking shall be subject to the exclusive jurisdiction of the courts located in Rajkot, Gujarat.

Undertaking for Hostel Booking for the Academic Term 2026-27

I, _____, son/daughter of _____, currently enrolled (GR No. _____) at **Marwadi University**, hereby submit this undertaking for the booking of hostel accommodation for the upcoming academic term.

I hereby irrevocably acknowledge and agree to the terms and conditions prescribed by the hostel management, including those outlined in the Lease Licence Agreement and the following key provisions:

1. I undertake to comply with all rules and regulations stipulated in the Lease Licence Agreement, as well as any additional guidelines issued by the hostel authorities from time to time.
2. I confirm that I have read and understood the important instructions applicable to currently residing students, which include:
 - Renewal of hostel accommodation requires advance payment and/or submission of post-dated cheques, along with the signed Residence/Student Undertaking and room preference, prior to leaving for vacation.
 - Hostel allotment and associated fees are applicable on an **Annual Academic Year** basis. If I choose to pay in two instalments, I acknowledge that vacating the hostel mid-year will not entitle me to any refund, and I remain liable for the full year's fees.
 - In the case of opting for **single-term occupancy at off-campus hostel**, I agree to pay **65% of annual hostel fee, and for on-campus hostel, annual hostel fees shall be applicable**.
 - Renewal of hostel admission is contingent upon meeting the academic attendance requirements and obtaining a recommendation from my academic department.
3. I hereby undertake to pay the full hostel fees within ____ days from the date of this undertaking. I understand and agree that any delay in payment beyond this period will result in a **payment deferment charge of twelve percent (12%) per annum on the outstanding amount, or a minimum of Rs. 500/-**, whichever is **higher**. This condition shall be effective from 25th May, 2026 for the final year student and from **1st July 2026** for other students, as per academic calendar.
4. I hereby agree and undertake that **failure to make the full payment within the stipulated period** will result in the **forfeiture of my hostel deposit**. Additionally, I shall be liable to pay **Rs. 550/- per day for any continued occupancy thereafter, which shall be treated as unauthorized occupancy**.
5. I have read and understood the **hostel fee structure for the academic year 2026–27**, and I have selected my preferred facilities accordingly. I acknowledge that the **standard accommodation** offered by the Hostel Authority is a **4-sharing non-AC room**. I further understand that all other categories of rooms are subject to **limited availability**, and any

request for change in room type will be considered **only based on availability**, without guarantee.

As per Fees structure for the Academic Year 2026 – 27 for National Students including Vegetarian Meals:

Fees Structure (2026–27)	Applicable Fees (2026-27)	Room Type
[_] Annual Payment	Rs.	
[_] Two Instalments	Rs. + Rs.	
[_] First Term only (65%)	Rs.	

This undertaking is executed voluntarily, with full understanding of its legal implications and the above-mentioned terms. I accept responsibility for any consequences arising from non-compliance.

Sincerely,

(Signature)

Name:

GR No.

Date:

To be filled by office	
Allotted Hostel:	
Type of Room:	
Room No:	
Floor No:	

Warden's Declaration

I hereby confirm that I have explained the rules and regulations of the undertaking to the student and have verified that all the blanks in the form have been duly filled in my presence. The student has signed each page of the undertaking.

Signature of the Warden: _____

Name of the Warden: _____