**Paying Guest Agreement**

**(2023 – 2024)**

This agreement of Paying-Guest is made at Bengaluru on this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_ 2023.

BETWEEN:

Mr. Umesh Deoraj

Proprietor

U and V Home Foods,

Situated at No. 76 SFS 208 Colony,

Yelahanka New Town, Bangalore 560064.

(Hereinafter referred to as “the Owner”) of the One Part

AND

Mr/Ms. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

S/D/W/o. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Residing at: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Hereinafter referred to as “the Paying Guest” of the Second Part;

WHEREAS the Owner is running a Paying guest Accommodation under the name and style as “U and V Home Foods” having the office at No. 76 SFS 208 Colony, Yelahanka New Town, Bangalore 560064.

AND WHEREAS the Paying Guest has requested the Owner to allow him/her to use one bedroom shared/Single in the “U and V Home Foods” PG Accommodation for his/her own use only on a temporary basis on the terms and conditions hereinafter written.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. The Owner hereby agrees to permit the Paying Guest to use one bedroom shared/single in the aforesaid premises together with the use of the attached bathroom, on paying guest basis.
2. **This Paying Guest Agreement shall be for a minimum of one academic year. Payment of the rent is compulsory for the full academic year even if the Paying Guest discontinues before the academic year is completed.**
3. In case, the Paying Guest intends to discontinue the stay after the academic year, **3 months**’ notice must be given by him/her to the OWNER.
4. The Paying Guest shall pay an Annual fee of an amount of \_\_\_\_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_­­­­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) as rent. Further Paying Guest shall pay these rents in \_**8**\_ equal instalments by post dated cheques dated 5th of each month before joining the PG. During internship break, concession of Rs. 2,000/- per month will be given.
5. The Paying Guest has paid at the time of execution hereof a security deposit of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ ( Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) which shall remain with the Owner free of interest, until the termination of this agreement, and shall be returned to the Paying Guest, subject to any deduction for payments due hereunder. **However, the security deposit will not be refunded under following conditions:**
6. If cancellation of seat is made immediately after a week of confirmation,
7. If discontinue the Srishti Manipal Institute before completing one year
8. if expelled from the PG Accommodation.
9. A sum of Rs. 500/- (Rupees two hundred and fifty) per month, towards electricity bill is included in the above rentals and any bill coming extra will be divided among the students depending on usage.
10. The Owner may allot to the Paying Guest any of the bedrooms in the aforesaid premises for the use of the Paying Guest and the Owner may change the allocation at any time during the pendency of the Agreement.
11. The Owner provides facilities like accommodation, a cot with mattress, table with chair and cupboard with locking facility, one light and one fan per room. The Paying Guest will be responsible for any damage caused by them or by any other outsider who has entered the flat through him/her to any of the furniture, fixture and equipment therein. The owner may anytime enter to the allocated room for inspection of room, its conditions, and misuse noticed.
12. The OWNER Provides breakfast, lunch, dinner and evening tea/snacks, limited laundry, limited power backup, housekeeping, security and drinking water. The internet facility has been provided with reasonable speed the internet provider is responsible for quality service, student is advised to have backup in case of breakdowns.
13. The Paying Guest may use the kitchen provided in the flat for cooking his/her own food, provided that no disturbance to be caused to the other Paying Guests.
14. The Paying Guest shall not cause any disturbance at any time and may permit guests or any outsider to enter the flat only with the permission of the Owner.
15. The Paying Guest hereby specifically confirm and agree that he/she has no right whatsoever to the said premises nor shall claim to be tenant/sub-tenant or licensees nor shall claim any other right whatsoever in or to the said premises. The Paying Guest hereby affirm that he/ she shall not sub-let the room for the aforesaid premises and shall not claim to any other right whatsoever in or to the said premises.
16. The Paying Guest shall not to do or permit to be done anything which may be or become a nuisance to the Owner or the other Paying-Guests of or which may prejudicially affect the right of the Owner.
17. The Paying Guest shall not carry on any illegal activities in the said Flat and in Society Common Area.
18. Not to smoke any tobacco product, hookah, use of any alcoholic drink for consumption and any contraband which had been declared illegal by law and/or not even to have possession of above mentioned, in the said flat.
19. It is the responsibility of the Paying Guest to take care of his/her belongings. The Owner is not responsible or liable for any loss or damage on account of any theft, fire, over voltage or other destruction caused to or things brought by the Paying-Guest and/or by any act of omission on the part of the occupants of the other Paying Guests except for direct wilful default or negligence on the part of the Owner.
20. The main gate of the building will be closed at 10 PM. The movement of the Paying Guests beyond that times is not allowed. Only the Paying Guest will be allowed to enter the premises and his/her parents/friends/relatives or any other person/s will not be permitted to enter the premises. It is clearly agreed and understood that the Paying Guest has not been given any key to the Main gate of the Building.
21. The Paying Guest shall not cause any disturbance at any time and may permit guests or any outsider to enter the flat only with the permission of the Owner.
22. In the event that the Paying Guest misuse any of the facilities in the flat or causes any disturbance or delays in making payment of the Paying Guest charges, this Agreement shall stand terminated forthwith and it is hereby specifically agreed and confirmed that the Owner shall be entitled to enter the room allocated to the Paying Guest for the time being and to remove all the belongings of the Paying Guest and dispose of them.
23. The Paying Guest shall be responsible for any damage caused by them or by any other outsider who has entered the flat through them to the said flat and to any of the furniture, fixtures and equipment therein, reasonable wear and tear expected.
24. In case of double sharing accommodation, if the Paying Guest wants to work late night it should be with the permission of the roommate.
25. The Paying guest has to follow all the guidelines of the State or/ and Central Government with regard to controlling Novel Corona Virus Disease 2019 (Covid-19 for short), issued by them time to time.
26. The Paying Guest has to abide the rules and regulations with regard to the Novel Corona Virus 2019 (Covid-19), and other rules and regulations/Guidelines issued by the Paying Guest accommodation, “U and V Home Foods”.
27. The Paying Guest shall co-operate with the Paying Guest accommodation, “U and V Home Foods” or/ and its staff with regard to controlling the Covid-19 and shall to maintain the hygiene of the accommodation and its campus.
28. If at any point of time, if the Paying Guest gets infected y the Covid-19, or any other decease/s, the Owner or/and “U and V Home Foods” or/and its employees are not responsible for the same and the Paying guest can not claim any loss, damages, compensation or any claims against them for the same.
29. The Paying Guest shall co-operate with the fellow residents of the “U and V Home Foods” in respect of Covid-19 or/ and any other related issues.
30. If the Paying Guest breaks any of the above rules and regulations, the OWNER can forfeit the deposits and ask the Paying Guest to vacate the premises immediately and, in such case, the Paying Guest must vacate the premises and the campus forthwith, without claiming any loss, damages, compensation or claims from the OWNER.
31. This Agreement shall stand terminated immediately upon the expiry of the period mentioned hereinabove.
32. One of the Parents has signed this agreement agreeing for the Terms and conditions of the Agreement.
33. Any disputes/complaints/case/claims or any legal actions between the parties can be initiated in the jurisdiction of Bengaluru as per the relevant laws applicable at Bengaluru.

We accept the above Terms and Conditions of the Agreement.

**PAYING GUEST PARENT OWNER**