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AJAY KUMAR SHARMA DIRECTOR

Article 5 General Agreement

Not Applicable

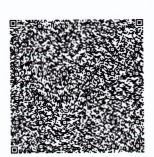
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AJAY KUMAR SHARMA DIRECTOR

THE YOUNG WOMEN CHRISTIAN ASSOCIATION OF DELHI

AJAY KUMAR SHARMA DIRECTOR

(One Hundred only)



Please write or type below this line______

Y.W.C.A. OF DELHI Ashoka Road New Delhi - 110001

राष्ट्रीय प्रौद्योगिकी संस्थान दिल्ली ATIONAL INSTITUTE OF TECHNOLOGY, DELHI

सेक्टर ए.७, इन्टिटटूशनल एरिया, नरेला, दिल्ली-११००४०, भारत Sector A-7, Institutional Area, Narela, Delhi-110040, INDIA

Statutory Alert:

- 1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
- The onus of checking the legitimacy is on the users of the certificate

AGREEMENT

The agreement is hereby entered into at New Delhi on this day of 01st August, 2017.

BETWEEN

The Young Women's Christian Association(YWCA) of Delhi having its office at 1, Ashoka Road, New Delhi through its President and General Secretary as the party of the first part (hereinafter referred to as the YWCA of Delhi)

AND

The National Institute of Technology (NIT) Delhi, a statutory body under the Government of India, towards arrangement of providing hostel accommodation to the Students / Interns / Faculty / Staff of NIT Delhi, New Delhi through its Director Prof. Ajay K. Sharma as Party of the second part (hereinafter referred to as the Second Party).

WHEREAS, the Government of the NCT of Delhi has setup a hostel for working women at Sector-22, Rohini, Delhi and awarded the contract of the operation and maintenance of the hostel to the YWCA of Delhi. In order to extend the facility of hostel to girl interns/students it is intended to provide a part of the hostel accommodation to girls students/interns/faculty/staff of NIT, Delhi.

Now therefore, this agreement is made between YWCA of Delhi, represented by its **President Ms. M.Deva Priya** which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors, administrators, executors, representatives and assigns of the First part and hereinafter to be known and referred to as **First party**.

AND

The NIT, Delhi represented by its Director on behalf of the Government of India which expression shall, unless excluded by or repugnant to the context, be deemed to include is successors, administrators, executors, representatives and assigns of the Second Part and hereinafter to be known and referred to as **Second Party**.

It is hereby declared that both the First party and the Second Party have been legally authorized to enter into an agreement and execute it in terms of the Constitution/Resolutions of the Board of Management/Governing Body of their respective organization i.e. YWCA of Delhi and the National Institute of Technology, Delhi.

The following terms and conditions have been determined and agreed to for regulation of this agreement between the YWCA of Delhi, the First party and the NIT Delhi, the Second Party.

1. RULES:

Rules given in the prospectus (Annexure-I) of the hostel as issued by the First Party, shall have to be followed by every resident of the hostel.

2. NUMBER OF STUDENTS/INTERNS:

The Second Party shall provide accommodation to **75** (Seventy Five) girl students (60 in number) and working women (15 in number) at the hostel situated at Sector-22, Rohini, Delhi. Faculty teachers and other female staff of the Institute will come under the category of working women.

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"President Y.W.C.A. OF DELHI

Ashoka Road

New Delhi - 110001

राष्ट्रीय प्रौद्योगिकी संस्थान दिल्ली

NATIONAL INSTITUTE OF TECHNOLOGY, DELHI सेक्टर ए.७, इन्स्टिट्शनल एरिया, नरेला, दिल्ली-११००४०, भारत Sector A-7, Institutional Area, Narela, Delhi-110040, INDIA

3. ACCOMMODATION:

The First party will allocate fully furnished (Bed, mattresses, study table, chairs, steel almirah with looking glass) two seater/four seater/six seater or eight seater rooms, as may be available, to the Second Party for allotment to its girls students/interns/faculty/staff.

4. DETAILS OF STUDENTS/INTERNS/FACULTY:

The Second Party shall send in advance to the First party a list of students/Interns/Faculty to whom it intends to accomodate at the Rohini hostel along with tenure of the course and intented priod of syay in each case.

5. LOCAL GUARDIANSHIP:

The Second Party shall be treated as the local guardian to the girls students/interns/faculty who are provided accommodation at Rohini Hostel.

6. ADMISSION FORM:

Every girl student/intern/faculty sent to Rohini hostel shall have to fill up a prescribed admission form and deposit a security deposit amount of Rs.10,000/- with the second party who will in turn deposit the same with the First party in the form of Bank Guarantee of equal amount in lieu of cash deposit for security deposit.

7. MESS FACULTY:

It is mandatory and compulsory for the residents to avail of the mess facility of the hostel and pay the mess charges by the 7th of every month to the second Party. No cooking of food by the residents will be allowed within hostel premises.

8. Electricity Charges:

Every resident of the hostel shall have to pay electricity charges and additional charges for electrical equipments/gadgets brought in the hostel for her intended use at the areas notified by the First party from time to time subject to increase/decrease when new tariff/rates are notified by the DERC (Delhi Electricity Regulatory Commission). The benefit of decreased rates will be passed on to the residents when collaterally received from the Electricity Distribution Company.

Rs.500/- per month per resident

Any resident found using unauthorized electric appliances will have appliances confiscated and a fine of Rs.500/- shall be imposed.

Following is the scale of presently applicable electricity charges:

 Cooler: Rs.200.00 Fridge: Rs.250.00

• Television: Rs.250.00

Computer/ Laptop: Rs. 100

Iron: Rs.50.00

• Electric Kettle: Rs.50.00

9. MONTHLY LICENSE FEE:

The Second Party shall pay monthly license fee per resident at mutually agreed rates 9.1. as under:

a) Double Room :Rs.3800 b) Four Seater :Rs.3500 c) Six Seater :Rs.3200

d) Eight Seater :Rs.3000 e) Car Parking : Rs.200

f) Scooter : Rs.100

Ashoka Road

New Delhi - 110001

Sector A-7, Institutional Area, Narela, Delhi-110040, IND

- g) Wifi/internet facility Rs.100 per month (subject to increase/decrease in the rates by the service provider)
- h) Annual Maintenance Charges: Rs.1000.00(At the time of admission and at the time of renewal after 11 months)
- i) An additional amount of Rs.1000/- per month per resident will be charged and the same will be deposited in the Government's account (Women and Child Development) specially created by the Government for this purpose.
- 9.2. The above license fee will be subject to increase at the discretion of the YWCA of Delhi when it becomes necessary in view of the prevailing market conditions but not during current existing agreement.

10. PAYMENT OF MONTHLY LICENSE FEE:

The above monthly license fee shall be paid in advance by the Second Party on quarterly basis by the 7^{th} of each quarter. A late fee of Rs.50/- per resident per week will be charged for payment received after 7^{th} of each quarter.

11. FINE ON ANY CHEQUE DISHONOURED

Any cheque not honoured by the bank will entail a fine of Rs.150/- plus late payment fee will be charged and payment will have to be paid by demand draft.

12. **FIRST AID BOX**: The YWCA of Delhi will provide facility of a first aid box at the hostel with provision for immediate care in emergency.

13. MEDICAL EMERGENCY AND REIMBURSEMENT OF EXPENSES:

In case of medical emergency the YWCA of Delhi will make best efforts to call for ambulance from the nearest hospital/nursing home and, if advised by the hospital/nursing home, get the resident admitted by paying the initial deposit The NIT, Delhi will be informed to take care of the patient and related matters for further arrangements. All payments will have to be made by the NIT, Delhi or the amount initially deposited by YWCA of Delhi shall be reimbursed by NIT within seven day's time. The deposit slip or receipt issued by the hospital/nursing home will be submitted to the NIT for reimbursement.

14. SECURITY AND MAINTENANCE OF THE PREMISES:

Security, Sanitation and Maintenance of the premises shall be done by the first party (YWCA)

15. PERIOD OF AGREEMENT:

The period of this agreement will be initially from 01^{st} August, 2017 to 31^{st} July, 2018 and thereafter it will be reviewed for renewal on yearly basis on mutually agreed term and conditions of both the parties concerned.

16. NOTICE OF TERMINATION OF AGREEMENT:

A written notice of one month will have to be given by either party communicating its intention to terminate the agreement. Notice can be given by both the parties by RAD/Speed Post, fax, or/and the E-mail address given in this agreement.

17. JURISDICTION:

Any dispute arising out of this agreement shall be attempted to be resolved by mutual agreement. In case any mutual agreement is not arrived at, then the dispute may be referred for arbitration as per the Arbitration and Conciliation Act, 1996. Cost of the Arbitration will be borne by the party choosing to move for arbitration.

President

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Y.W.C A. OF DELHI Ashoka Road NATIONAL INSTITUTE OF TECHNOLC संक्टर ए.७, इन्टिट्टूशनल एरिया, नरेला, दिल्ली-१० Sector A-7, Institutional Area, Narela, Delhi-110 Duly executed and signed, this the 01st August, 2017 at New Delhi.

For The Young Women's Christian Association Delhi

For: The National Institute of Technology, Delhi

Ms. M. Deva Priya President

YWCA of Delhi Ashoka Road,

New Delhi - 110001

President

Y.W.C.A. OF DELHI Ashoka Road New Delhi - 110001

Ms. Mary Hope Chairperson, Personnel Committee YWCA of Delhi

Ashoka Road,

New Delhi - 110001

Prof. Ajay K. Sha **Director, NIT Delhi**

Sector A-7, Institutional Area,

Narela, Delhi 110040

राष्ट्रीय प्रौद्योगिकी संस्थान दिल्ली

NATIONAL INSTITUTE OF TECHNOLOGY, DELHI सेक्टर ए.७, इन्स्टिटूशनल एरिया, नरेला, दिल्ली-११००४०, भारत Sector A-7, Institutional Area, Narela, Delhi-110040, INDIA

WITNESS:

DY NONITA SHARMA ASSISTANT PROFESSOR- CSE

NIT DELHI

Kiran Khurana Administrative Secretary Ywer of Delui Delui