

## D28 Home in the City Technologies Limited

Plot. No. 2, Indira Nagar, Dehradun 248 006

### HOUSE RULES

**These House Rules are the binding rules and regulations, which the Guest(s) are required to adhere to during their stay at the Property / ies**

|                             |   |
|-----------------------------|---|
| <b>Owner of House Rules</b> | D28 Home in the City Technologies Limited (“ <b>HITC</b> ”) is the original creator and owner of the House Rules. These House Rules or any part thereof shall not be copied or shared without express written consent of HITC   |
| <b>Effective Date</b>       | 7 <sup>th</sup> January, 2022   |
| <b>Version No</b>           | House Rules_Version 3_March 14, 2023  |
| <b>Previous Version</b>     | New release   |
| <b>Applicability</b>        | <p>These House Rules, as amended from time to time shall be applicable to all the Guest(s), who have applied for being admitted to the Property by filling up the Enrolment Form (whether online or offline) and have been accepted by HITC as a Guest to stay at the Property. These House Rules, to the extent applicable, shall also apply to guests of organisations, who have engaged services of HITC for rendering its services in connection with properties, which they have permitted their guest to occupy.</p> <p>In case the Guest is a minor, these House Rules shall be binding on the legal guardian of the Guest, who shall cause his/ her ward to be also bound by these House Rules.</p> |
| <b>Other agreements</b>     | These House Rules should be read in consonance with the other directives, polices and rules issued by HITC from time to time to govern the terms and conditions of stay of Guest(s) at the Property, the applicable law(s).   |
| <b>Confidentiality</b>      | These House Rules are proprietary information of HITC and cannot be reproduced or copies without the prior consent of HITC.   |

## INDEX

| S. No. | Particular                                 | Page No. |
|--------|--|----------|
| 1.     | GENERAL TERMS                              |          |
| 2.     | TERM AND LOCK-IN                           |          |
| 3.     | SERVICES RENDERED BY HITC                  |          |
| 4.     | HEALTH CHECK-UP AND POLICE VERIFICATION    |          |
| 5.     | COMPENSATION, CHARGES AND SECURITY DEPOSIT |          |
| 6.     | DUTIES AND OBLIGATIONS OF THE GUEST        |          |
| 7.     | USE OF PLATFORM                            |          |
| 8.     | DISCLAIMER OF LIABILITY                    |          |
| 9.     | INDEMNITY                                  |          |
| 10.    | DISPUTE RESOLUTION                         |          |

## 1. GENERAL TERMS

- 1.1. HITC provides a space and assigns a bed in the Property for the term specified in the Enrolment Form signed by the Guest. The permission to stay as a Guest at the Property is subject to completion of satisfactory health check-up protocols and police / other verification/s of the Guest.
- 1.2. HITC only grants a license to occupy and use the residence space assigned to the Guest for a limited period and the same cannot be construed as a lease of the Property. The license is personal and non-transferable.
- 1.3. The license does not cover a specific room, wing or floor. The bed spaces will be allocated according to the room/bed-type the Guest has paid for. HITC has the right to reassign bed-space and/or adjust the occupancy of rooms to maximise space utilisation upon due notification to the Guest. The Guests are not allowed to change or swap rooms except with the prior written permission of HITC.
- 1.4. The Hostel does not discriminate on the basis of age, race, gender, ethnic background, national origin, handicap, religion in any of its policies, practices or procedures.
- 1.5. HITC reserves the right at its sole discretion to determine if any past behaviour, conduct or activity of any Guest is such that the interest of the HITC, student, and/or other guests would best be served by terminating the license of the Guest.
- 1.6. The Guest must pay all fees (accommodation, security deposit, service charges, statutory levies and administrative charges) before a space is assigned.
- 1.7. The licence granted by HITC to the Guest is legal and binding for the period set forth in the Enrolment Form and is in effect when the HITC receives the payments and the completion of health check-up protocols and police verification of the Guest, to the satisfaction of HITC.
- 1.8. The Guest and his/ her Guardian, as the case may be, acknowledges that occupancy of a space is governed by and subject to Guest' s compliance with the House Rules, other directives, polices and rules issued by HITC from time to time and the applicable law(s). Any breach of the foregoing shall lead to termination of Guest' s licence to occupy the space in the Property.
- 1.9. HITC hands over a duplicate key/ card to its guests and retains the original/ master key to access the room; in event the guest puts own lock on door a duplicate will be provided to HITC. HITC has the unfettered right to access the room for housekeeping and maintenance purposes. HITC reserves the right to inspect the room in the presence of the Guest. HITC reserves the right to access the room either itself or allow a third party, including government authorities to the access the room, in case of an imminent emergency.

## 2. TERM AND LOCK-IN

- 2.1. The Guest cannot terminate the license to occupy space in the HITC the during the lock-in period specified in the Enrolment Form. Fees paid will NOT be REFUNDED.
- 2.2. HITC may terminate license to occupy space in the HITC anytime, including during the lock-in period upon occurrence or subsistence of any of the following events:
  - 2.2.1. Non-payment of the license fee/ compensation by the Guest for fifteen (15) days or more from due date;
  - 2.2.2. If the Guest fails to occupy the assigned space within the time permitted by HITC; or
  - 2.2.3. The Guest commits a misconduct i.e., an inappropriate conduct, including but not limited to (i) offensive, violent or sexually inappropriate behaviour, (ii) acts of vandalism, theft or fraudulent conduct, inebriation or drug consumption; or (iii) acts of aggression or bully or ragging other guests or staff engaged by HITC or causing general nuisance, to be determined at the sole and absolute discretion of HITC. In relation to guests of organisations, who have engaged services of HITC for rendering its services in connection with properties, which they have permitted their guests to occupy, HITC reserves the right to report the misconduct to the organisation and/ or refuse to render its services to such guest, till such time the concerns of HITC vis-à-vis the conduct of such guest are resolved to the satisfaction of HITC;
  - 2.2.4. The Guest is in breach of any terms and conditions of these House Rules or other directives, polices and rules issued by HITC from time to time, which remains uncured for a period of 3 (three) days from the date of receipt of written intimation from HITC or through the mobile app or through electronic medium (email, WhatsApp etc) or in case of repeat breach of any terms and conditions of any of the foregoing;
  - 2.2.5. HITC serving 30 (thirty) days written notice to the Guest. HITC, being the licensor reserves the right to admission and shall not be obliged to provide any reasons for terminating the license to occupy the space in the Property.
- 2.3. Upon termination of license to occupy the space in the Property, HITC may require the Guest to vacate the premises by giving at least 24 (twenty-four) hours' notice. Thereafter, HITC shall be authorised to access the room and remove the personal belongings of the Guest. This authorisation by the Guest in favour HITC is irrevocable and constitutes the basis for HITC granting license to the Guest for occupying the space in the Property. The Guest shall not be entitled to dispute or challenge or call into question the validity or reasonable of this provision.
- 2.4. The personal belongings of the Guest shall be retained at premises for a period of 14 (fourteen) days, within which the Guest shall be required to collect his/ her belongings. HITC shall not be responsible for any loss or damage to the belongings, if the Guest does not collect his/ her belongings within the foregoing period, for any reason whatsoever.

HITC shall not render itself liable for any civil or criminal action by removing the personal belongings of the Guest.

- 2.5. HITC shall have the right to prevent the Guest or their representatives from entering in or upon or remaining in the Property except for removing their articles, effects and belonging therefrom. In the event of the Guest or their representative in the Property in breach of the provisions hereof, they shall be deemed to be trespassers and HITC shall have the right to take all steps to prevent the Guest and their representatives from committing such trespass upon the Property. HITC shall not be liable for any loss, damage or injury caused to any person or property therein, while enforcing its rights for removing the illegal occupancy of the space by the Guest.

### 3. SERVICES RENDERED BY HITC

- 3.1. HITC usually renders the following services to its Guests staying at the Property:
  - 3.1.1. Catering services serving morning tea/ coffee, breakfast, lunch, evening snacks and dinner;
  - 3.1.2. Housekeeping services viz., room cleaning, bed linen and curtain washing, cleaning of dining and common areas etc.;
  - 3.1.3. Facility management viz., maintaining the Property, power back up etc.;
  - 3.1.4. Wi-fi and recreational facilities in common areas.
- 3.2. The services rendered by HITC to its guests staying at the Property, may be rendered by HITC either itself or through third parties. HITC may render additional services or withdraw the Services at its sole discretion. HITC reserves the right to charge the fee in respect of its services either as part of the license fee payable under this Agreement or separately.
- 3.3. Unless otherwise specifically agreed in writing at the time of booking of the room, all payments made by the Guest to the HITC towards the booking of the accommodation facility and availing the Services shall be non-refundable. In case of cancellation of the booking or this Agreement, as applicable, HITC shall not be liable to refund any amounts received, unless agreed otherwise.
- 3.4. In relation to organisations, who have engaged services of HITC for rendering its services in connection with properties occupied by their guests, HITC would render such services, as may be agreed between HITC and the organisation. HITC neither represents nor warrants that it shall render the same or similar services, as are being offered by them at the Properties owned or leased by them.

#### 4. HEALTH CHECK-UP AND POLICE / OTHER VERIFICATION

- 4.1. Prior to granting accommodation to the Guest, the Guest shall provide complete, true and correct information regarding his/ her health condition, as may be specifically requested by HITC. HITC may request for medical reports of the Guest and/ or medical certificate from a practitioner in support of the details disclosed by the Guest.
- 4.2. As a policy to safeguard its guest and people engaged by HITC from transmission of any potential contagious infections or diseases, HITC reserves the right to screen or test the Guest for potential infections or diseases at the time of grant of accommodation or at any time during the subsistence of their licensor-licensee relationship, as the case may be, at the cost of the Guest.
- 4.3. In the event the screening or test report of the Guest discloses existence of any potential infectious or contagious disease, then HITC shall have the right to quarantine the Guest, inform his/ her legal guardian regarding the health condition of the Guest as well as government authorities, if required under Law. HITC shall also have the right to require the Guest to vacate the premises for such period as may be deemed appropriate by HITC. HITC may at its sole discretion refund the licence fee/ compensation paid by the Guest to HITC for the unoccupied period of the licence term after adjusting administrative charges/ other costs.
- 4.4. In relation to guests of organisations, who have engaged services of HITC for rendering its services in connection with properties, which they have permitted their guests to occupy. HITC reserves the right to require a guest to quarantine, who suffers or has symptoms of any communicable disease.
- 4.5. HITC carries police verification of its Guest, prior to granting accommodation to the Guest. The Guest agrees to provide complete, true and correct information, including his/ her (and/or parents / guardian if required) KYC documents and when demanded present the originals for verification.
- 4.6. HITC reserves the right to decline the Guest accommodation at the Property, in case of a negative or suspicions police verification report. The decision of HITC in this regard shall be final. Further, HITC reserves the right to inform the legal guardian regarding the police verification report of the Guest, as well as government authorities, if required under Law.
- 4.7. The personal information of the Guest, which is brought to HITCs knowledge for the purposes of booking accommodation with HITC may be shared by HITC with third party service providers and vendors. The personal information of the Guest shall be dealt with by HITC in accordance with law, including those relating to protection of personal information. Attention of the Guest is drawn to the '*Terms of Use*' and '*Privacy Policy*' of HITC and the same shall be deemed to be an integral part of these House Rules.



## 5. COMPENSATION, CHARGES AND SECURITY DEPOSIT

- 5.1. The Guest shall pay to HITC an amount/ compensation specified under Enrolment Form, towards the occupation of the space and the assigned bed and availing the services for the term of the license, which shall be payable in advance either on a monthly, quarterly, half yearly or an annual basis, as specified in the relevant Enrolment Form. The amount/ compensation shall be payable in advance between the 1<sup>st</sup> and 5<sup>th</sup> day of the relevant each month, quarter, half year or annually, as the case may be. In the event of delay in payment of the said amount/ compensation beyond 5 (five) days from the due date, the Guest shall be liable to pay delayed payment interest @12% p.a. from the respective due date to the date of actual payment. The payment of amount/ compensation shall be paid online to the credit of HITC, using the facility provided in the HITC mobile app to its registered users or directly to bank account of HITC. The Guest may also make payment by way of cheque in favour of HITC, UPI, IMPS etc per the details provided by HITC to the Guest.
- 5.2. HITC has the right to seek pre-authorization of the Guest's or his/her legal guardian's credit or debit card or bank account details for due amount or similar banking facilities and use the said collection mechanism for seamless collection of amounts/ compensation and other payments due or payable to HITC.
- 5.3. The Guest shall pay one-time non-refundable charges towards processing of application for booking of accommodation, health check-up, police verification, administrative charges and related expenses. The said charges may be deducted by HITC from the overall fees payable by the Guest to HITC.
- 5.4. The Guest shall deposit and keep deposited with HITC a fixed interest-free security deposit equivalent to 2 (two) months' compensation or such amount as specified by HITC.
- 5.5. Upon expiry/ termination of license, the security deposit amount shall be refunded by HITC to the Guest within 30 (thirty) days of the Guest handing over vacant and peaceful possession of the space to HITC and payment of all dues and any other costs, subject to HITC's right to deduct all arrears payable by the Guest to HITC as well as for any loss or damage to the Property from the security deposit. It is clarified that charges specified in 5.3 above, being non-refundable shall not be returned to the Guest under any circumstances.
- 5.6. HITC may deduct all arrears payable by the Guest from the security deposit upon handing over of the peaceful possession of the space to HITC along with duplicate keys in its original condition in the same manner at the time of handover of possession by HITC, subject to normal wear and tear. HITC shall have the right to deduct the agreed amount/ compensation for the remaining period of lock-in period from the security deposit, in case



the Guest terminates the license during the lock-in period, unless the license is terminated pursuant to Clauses 2.2.

- 5.7. The Guest shall forthwith vacate the said premises on the expiry or earlier termination of the licenses, failing which the Guest shall be liable to pay HITC an amount of Rs. 5,000/- (Rupees Five Thousand only) per day for every day of default without prejudice to HITC's right to get the Guest evicted from the Property.
- 5.8. The Guest shall be bound by these House Rules until such time the Guest has fully fulfilled its obligations towards HITC.

## 6. DUTIES AND OBLIGATIONS OF THE GUEST

- 6.1. The Guest shall not use the assigned space and the premises for any activity other than for his/ her residential accommodation in the city.
- 6.2. The premises shall be used by the Guest exclusively for his/her residential accommodation purposes and no other person shall be permitted to enter, use or occupy the assigned space or the premises.
- 6.3. In case the Guest is not an Indian citizen, he/ she will forthwith vacate the Property, upon expiry of his/ her visa or permission to stay in the city.
- 6.4. The Guest shall not do or suffer to be done anything therein which is or likely to be a nuisance or annoyance to other occupants or to prejudice the rights of HITC or the owner of the Property or any part or portion thereof. Ragging and other such acts of coercion/ indiscipline is strictly prohibited and would render you liable to punishment under law.
- 6.5. The Guest and their family members and guest shall be permitted to enter only the designated common areas of the Property and shall not be permitted to enter areas designated for exclusive use of the Guest, even when accompanied by the Guest. The Guest shall be solely responsible for the conduct of his/ her family members and guests.
- 6.6. The Guest shall keep his goods, articles, personal belongings and vehicle at the premises at its own risk and cost, and HITC shall not be responsible for any theft of goods and articles in any manner whatsoever. The guest will make use of the lockers provided in the rooms or in common area / office to store valuables and documents.
- 6.7. The Guest acknowledges that HITC does not provide any pre-assigned parking facility to the Guest. The Guest covenants to use only the designated parking facility on a first come first serve basis. Further, the Guest shall not haphazardly park his/ her vehicle outside the precincts of the Property. The Guest shall obtain valid parking pass from HITC, in order to park his/ her vehicle at the designated parking facility in Property, and from relevant authority if parking in any designated space outside the premises.
- 6.8. The Guest shall not store anything of a hazardous or combustible, inflammable or dangerous nature by weight so heavy as to affect the construction of the structure of the building or to damage any part of the said premises.
- 6.9. The Guest shall not use oil lamps, incense or anything that produces a naked flame, which is a potential fire hazard in the premises.

- 6.10. The Guest shall not store, use or consume any contraband substance, tobacco (including cigarette) or alcohol at the premises.
- 6.11. The Guest shall not bring or store any weapon, lethal or dangerous equipment, arms or ammunition at the premises.
- 6.12. The Guest shall not use any high wattage devices in the premises viz., iron, electric kettle, induction, heater, cookers, television etc.
- 6.13. HITC shall have the right to search the bags and cupboard / locker / wardrobe of the Guest and confiscate any firearms, weapon, alcohol, drug or any illegal or illicit material in your possession. The foregoing shall be without prejudice to the right of HITC to inform the government authorities and notify the legal guardian of the Guest.
- 6.14. The Guest acknowledges that community living is the core philosophy of the HITC. The Guest accordingly agrees to conduct himself/ herself in an utmost polite and courteous manner, especially when engaging with the people present at the Property, including other guests and staff engaged by HITC to render services to the Guest. Further, the Guest shall maintain highest standards of integrity and moral conduct. In the even the Guest conducts himself/ herself in a manner either at the premises of HITC or with any other guest of HITC, which could be construed as Misconduct, then HITC shall have the right to require the Guest to forthwith vacate the premises and notify the legal guardian of the Guest and the government authorities, if required.
- 6.15. Tipping of staff and service providers is strictly prohibited.
- 6.16. The Guest shall use the furniture, fixtures and property of HITC with due care. In the event any damage is caused to the furniture, fixtures or property of HITC by the Guest, then HITC shall be at liberty to seek replacement and/ or damages for its damaged furniture, fixtures or property or recover same from the security deposit.
- 6.17. The Guest shall not handover, transfer, sublet or part with possession of the assigned space in whole or any part thereof to any third party during the period of his/ her occupation as licensee.
- 6.18. The Guest shall not make any change, addition or alteration to existing infrastructure and physical space provided to the Guest by HITC at the Property.
- 6.19. The Guest shall keep and maintain the bed, furnishings and the assigned room clean and tidy and shall take due care so as not to damage the fittings and fixtures, etc.

- 6.20. The Guest shall keep common areas clean and tidy and shall not cause any obstruction or hindrance.
- 6.21. The Guest shall not violate the norms of sound and air pollution or create any nuisance, which may cause disturbance to HITC, other guests and the neighbourhood.
- 6.22. The Guest shall not put up any internal and/or external signboard, telephone or internal lines. The Guest will not deface walls, fixtures, furnishings etc with graffiti or notices.
- 6.23. The Guest shall not tip the staff of HITC or require them to run their personal errands or work.
- 6.24. This Guest shall not change the lock/ keys/ access card of the room without prior written consent of HITC, and shall return the access card/ keys to HITC on the expiry or earlier termination of the license. If own lock is used for room with permission, a spare key will be handed over to HITC, even if the lock is changed by the Guest.

## 7. USE OF PLATFORM

- 7.1. HITC provides technology driven accommodation solutions, therefore, for availing the technology driven services rendered by HITC, the Guest is required to become a member by creating a password protected online account on the website of HITC and the mobile application created by HITC (together the “**Platform**”).
- 7.2. All details in connection with accommodation and the Services rendered to the Guest are made available on the Platform. The Platform enables the Guest the ability to interact and communicate with HITC and other guests. In order to avail all the features offered on the Platform, the Guest is required to keep the latest version of mobile app installed on his/her mobile phone and use it as the agreed mode to interact with HITC. The Guest further agrees that the mobile app installed on his/ her phone may be linked with the mobile app installed on his/ her legal guardian’s mobile app, which would grant them simultaneous access to the communication exchanged between the Guest and HITC.
- 7.3. The mobile app would be the primary mode of communication between the Guest and HITC. The communication exchanged between HITC and the Guest shall be deemed to be completed when sent using the Platform and a copy thereof is generated in the mobile app/ platform of the sender Party.
- 7.4. The grievances of the Guest or any issue in connection with housekeeping function or the Services shall at the first instance be communicated to HITC using the facility provided in the mobile app. In the event the complaint of the Guest remains unanswered for a period of 48 (hours), the Guest may escalate the communication directly at [life@homeinthecity.com](mailto:life@homeinthecity.com) or to the property manager. The Guest shall not under any circumstance post his grievance on any social media / public platform or make any disparaging remark against HITC on such platform.

## 8. DISCLAIMER OF LIABILITY

- 8.1. HITC may, if deemed appropriate, request willingness certificate/ waiver letter (in the prescribed format) from the Guest and/ or the legal guardian of the Guest, as the case may be, providing its consent to stay at the Property and waiving its claims or liabilities against HITC, if any. Without prejudice to the foregoing, HITC shall not be responsible for any disease, infection, medical condition, bodily harm or injury suffered by Guest or to his/ her belonging, if the cause of such disease, infection, medical condition, bodily harm or injury cannot be directly attributed to positive act of HITC, even if the Guest and/ or the legal guardian of the Guest has not furnished any specific waiver or consent.
- 8.2. HITC operates and manages the property under agreements executed with the owner of the Property. Cessation of HITC's right to occupy or use the Property shall consequently result in frustration of this Agreement. Upon occurrence of such an event, the Guest shall be required to forthwith vacate the Property and HITC shall refund the advance licence fee/ compensation remaining term of the Agreement. The security deposit shall also be returned to HITC. HITC will /may offer similar alternate accommodation, where possible, as first option to Guest which the Guest will accept unless such alternate facility is unsuitable.
- 8.3. Guest are expected to keep their room locked when not occupying the room. The Guest shall not handover or lend the keys of their room to any other person.
- 8.4. HITC shall not be liable to pay / compensate for any loss or damage arising out any act, which cannot be attributed to HITC, including due to act or negligence of the Guest, *force majeure* or act of god *viz.*, earthquake, flood, , epidemic, tempest, lightning, riots, war, accident, pandemic etc.
- 8.5. The Guest has made true and correct disclosure regarding his medical condition. HITC disclaims any liability arising out of existing medical condition of the Guest.
- 8.6. In the event the Guest being unwell or getting injured, HITC shall, upon becoming aware of such situation shall inform the local guardian/ guardian of the Guest through the App or any other means of communication available HITC. The HITC shall move/ admit the Guest to the nearby medical facility / hospital for first aid or emergency medical care, if required. HITC will provide reasonable support to the Guest and guardian/ local guardian during such an event and expect the guardian/ local guardian to forthwith come forward and oversee the care of its ward at its own risk and cost. HITC shall not be held responsible for taking any positive or negative decision regarding the medical procedure or treatment required by the Guest in case of any emergency. The cost of treatment and medical care shall not be borne by HITC. In case any such cost is borne by HITC, the same shall be reimbursed by the Guest/ Guardian to HITC.

- 8.7. Without prejudice to anything contained in this Chapter, the Guest agree that liability of HITC arising under this Agreement shall not exceed an amount equivalent to 30 (thirty) days of license fee compensation paid by the Guest to HITC under this Agreement.
- 8.8. HITC reserves the right to inform government authorities/ agencies in case the activities, actions or medical condition of the Guest requires to be disclosed to government authorities/ agencies.



## 9. INDEMNIFICATION

- 9.1. HITC shall not be liable or responsible to student for any loss or damage to any property or person occasioned by fighting, consuming any allergic food, consuming alcohol, tobacco or any contraband substance, theft, act of God, public enemy, injection, riot, strike, insurrection, accident or mishap or order of government.
- 9.2. The Guest shall indemnify, defend and hold HITC harmless from and against any and all fines, suits losses, liabilities, actions and costs incurred by HITC and or its employees, agents or representatives due to action, inaction of the Guest.

## **10. DISPUTE RESOLUTION & JURISDICTION**

- 10.1. Any dispute, difference, controversy or claim between HITC and the Guest, if not settled by way of mutual discussions, be referred to and resolved by arbitration under the (Indian) Arbitration and Conciliation Act, 1996 as in force at the time of any such arbitration.
- 10.2. The seat or place of arbitration shall be Mumbai and the language of the arbitration shall be English. The arbitration shall be conducted before an arbitral tribunal composed of a sole arbitrator.
- 10.3. Subject to Clause 10.1. and 10.2, the courts of Mumbai shall have exclusive jurisdiction to decide the disputes between the parties.

EACH GUEST AND THEIR PARENTS / GUARDIANS ARE DEEMED TO HAVE READ, UNDERSTOOD AND IN AGREEMENT WITH THE AFOREMENTIONED HOUSE RULES AND AS AMMENDED FROM TIME TO TIME