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Article 12 Bond

**DEED OF AGREEMENT** 

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CHOTA DHOBI LAUNDRY SOLUTIONS PVT LTD

SRI VENKATESWARA COLLEGE OF ENGINEERING

CHOTA DHOBI LAUNDRY SOLUTIONS PVT LTD

CHOTA DHOBI LAUNDRY SOLUTIONS PVT LTD

(Twenty only)





Please write or type below this line

This **DEED OF AGREEMENT** executed at Bangaluru (Kempegowda International Airport Bengaluru Road, Vidya Nagar, Central Telecom Society, Bengaluru, Karnataka 562157) on 1st day of April 2022.

#### BETWEEN

M/s. CHOTA DHOBI LAUNDRY SOLUTIONS PVT LTD., situated at D20, Third Street, Sector-1, Ambattur Industrial Estate, Ambattur, Chennai 600058, Tamil Nadu, represented by its Authorized Signatory, hereinafter referred to as CDLS, CHENNAI.



- The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
- The onus of checking the legitimacy is on the users of the certificate. In case of any discrepancy please inform the Competent Authority

SRI VENKATESWARA COLLEGE OF ENGINEERING (SVCE), situated at Kempegowda International Airport Bengaluru Road, Vidya Nagar, Central Telecom Society, Bengaluru, Karnataka 562157, represented by its Authorized Signatory, which term wherever the contract so applied, shall mean and include the institution, its successors-in-title and permitted assignees of the other part, hereinafter referred to as (SVCE), BANGALURU:

WHEREAS CDLS, CHENNAI has offered to provide Laundry facilities in the Hostels of (SVCE), BANGALURU by installing Laundry Machines at its own cost.

WHEREAS (SVCE), BANGALURU has agreed to avail the Laundry Services of CDLS, CHENNAI by installing laundry machines in its Hostel premises situated at its Campus at Kempegowda International Airport Bengaluru Road, Vidya Nagar, Central Telecom Society, Bengaluru, Karnataka 562157.

# NOW THIS DEED OF AGREEMENT WITNESSETH AS FOLLOWS:

- 1. CDLS, CHENNAI shall install appropriate number (GENERALLY 100:1) of commercial automatic washing machines at the Hostel Premises (SVCE), BANGALURU as the case may be to service the student population and the faculty.
- 2. The entire investment of laundry machines will be to the account of CDLS, CHENNAI and accordingly the machines are the sole property of CDLS, CHENNAI.
- 3. The tenure of this agreement for a period of 3 years from 1<sup>st</sup>April 2022 to 31<sup>st</sup>March 2025.
- It is agreed that adequate space with Lock & Key facility Centre shall be provided by (SVCE), BANGALURU.
  - 5. SVCE agreed that electrical fitting will be provided till the main junction at the space provided with necessary protection. CDLS needs to procure and fix the electrical fitting as per their requirements to operate laundry machines.
  - 6. It is agreed that required water and electricity shall be provided by (SVCE), BANGALURU.
  - 7. CDLS will pay the actual electricity and watercharges utilized by the laundry facility. Utility meters (Electricity) installation shall be in the scope of (SVCE), BANGALURU.
- 8. It is agreed that washing, drying and folding charge of Rs. 6,999/- (Rupees Six Thousand Nine Hundred and Ninety Nineonly) including GST @ 18%per academic year per student shall be payable by each of the student who is availing this facility from CDLS, CHENNAI. Laundry Fee of Rs.6,999/- will be collected from students directly.





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- It is agreed that (SVCE), BANGALURU shall certify the exact total number of hostel students which includes Diploma/UG/PG students to CDLS, CHENNAI before the start of the academic year to work out the financials.
- 10. It is agreed that a nominal increase in laundry fees of not less than 10% shall be mutually discussed and agreed upon at the end of every year.
- 11. All the Laundry machines will be maintained and serviced by CDLS, CHENNAI. If any fault occurs in the machines, it shall be corrected by CDLS, CHENNAI reasonable hours.
- 12. It is agreed that CDLS, CHENNAI shall appoint adequate number of employees to maintain the laundry operations. CDLS, CHENNAI will laundry service from 8.30 A.M. to 5.30 PM during week days. Laundry Shop will be closed weekly once and festival holidays as per the (SVCE), BANGALURU holiday calendar.
- 13. The capacity of the machine will be a maximum of 8.0 kg of clothes per wash on 10.0 kg/6.0 kg of imported commercial washing machine/8.0 kg of clothes per dry 9.0 kg of imported Commercial Electrical Dryer.
- 14. The operational expenses, servicing, spares, insurance and allied charges etc. will be to the account of CDLS, CHENNAI including liquiddetergent.
- 15. If there is a break during the contracted period due to any reason and the parties are mutually interested in reviving the contractual relationship, it is hereby agreed that a new agreement shall be signed from the date of revival.
- 16. CDLS, CHENNAI shall use the room or place provided by (SVCE), BANGALURU for placing the laundry machines for laundry purpose only.
- 17. CDLS, CHENNAI agrees not to permit any outside members other than its own company stafff or machine servicing.
- 18. CDLS, CHENNAI shall maintain the Laundry machines in a clean, neat and working condition at all times. CDLS, CHENNAI shall indemnify and hold harmless (SVCE), BANGALURU from and all claims and liabilities that arise due to laundry machines installed in hostel premises by CDLS, CHENNAI.
- 19. (SVCE), BANGALURU agrees to the condition that no other service provider offering a similar service as above shall be engaged during the agreement period within the saidpremises.
- 20. CDLS, CHENNAI shall pay all taxes due to the Local Authorities, State and Central Government arising out of the above service rendered by CDLS, CHENNAI and (SVCE), BANGALURU is not answerable or liable for such taxes.





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- 21. No substantial alterations, addition or improvement shall be made by CDLS, CHENNAI in or to the location/fittings without the permission of CDLS, CHENNAI in writing. Such consent shall not be unreasonably withheld but may include CDLS, CHENNAI agreeing to restore the location/fittings to its prior condition before movingout.
- 22. Each Party undertakes during the subsistence of this Agreement and at all times thereafter, not to disclose to any person, directly or indirectly, any confidential information or trade secrets relating to the other party except that which has become generally known or easily accessible other than by breach of an obligation by such party.
- 23. It is agreed by both the parties that there will not be any revision or changes in the annual pricing during the contractual period.
- 24. Either Party ("the Terminating Party") shall have the right to terminate this Agreement if—
  - (a) The other party ("the Defaulting Party") shall neglect or fail to perform any of the obligations or conditions were undertaken by it under this Agreement or;
  - (b) If any of the statements as contained in this Agreement and attributable to the Defaulting Party is false, misleading or untrue in any manner what so ever; and the Defaulting Party fails to remedy such default, neglect or failure to the reasonable satisfaction of the Terminating Party within thirty (30) days of the receipt by the Defaulting Party of written notice thereof from the Terminating Party.
- 25. The expiration or termination of this Agreement shall be without prejudice to the accrued rights of the Parties and any provision hereof which relates to or govern the acts of the Parties hereto subsequent to such expiry or termination hereof shall remain in full force and effect and shall be enforceable notwithstanding such expiry or termination.
- 26. Upon termination of this agreement, CDLS, CHENNAI shall vacate the premises; remove all personal property belonging to CDLS, CHENNAI.
- 27. No changes or additions to this agreement shall be made except by written agreement between the parties. This agreement and any attachments thereto, represent the entire agreement between the parties.

# Force Majeure

Neither party will be liable for any act, omission, or failure to fulfill its obligations under this Agreement if such act, omission or failure arises from any cause reasonably beyond its control including acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental action after the date of this Agreement, fire, communication line failures, power failures, earthquakes or other disasters (called "ForceMajeure").





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- II. The party unable to fulfill its obligations due to Force Majeure will immediately:
- III. Notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of suchfailure;
- V. Use all responsible endeavors to avoid or remove the cause and perform its obligations.
- 28. All disputes arising out of this agreement shall be governed by the Courts of Bangaluru only.

IN **WITNESS WHEREOF**, both the parties have signed the **AGREEMENT** on the Day, Month and Year abovementioned.

For and on behalf of CHOTA DHOBI LAUNDRY SOLUTIONS PVT LTD	For and on behalfof SRI VENKATESWARA COLLEGE OF ENGINEERING
Name: Rajesh S.K. Designation: Branch Manager	Signature:  Name:  Designation:
WITNESSES:	
1. Signature: BALLACARA 15+ E BANGALORE 560	Name:Address:
2. Signature:	Name:Address: