

## CORPORATE RATE AGREEMENT

THIS CORPORATE RATE AGREEMENT (the "Agreement") is executed on 24<sup>th</sup> February 2025

BY **Ibis Mumbai Vikhroli** AND BETWEEN **Indian Institute of Technology Bombay**

HOTEL		COMPANY	
<b>Commercial Entity</b>	Ibis Mumbai Vikhroli	<b>Commercial Entity</b>	Indian Institute of Technology Bombay
<b>Owning Company</b>	Isha Steel Treatment Pvt Ltd		
<b>Address</b>	CTS No. 17A, LBS Road, Vikhroli-West, Mumbai – 400 083	<b>Address</b>	Powai, Mumbai - 400 076
<b>Representation Name</b>	Vaishnav Harer	<b>Representation (duly authorized signatory) Name</b>	Mr. Sanjay Bhingarde
<b>Designation</b>	Sales Manager	<b>Designation</b>	Assistant Manager & In-charge – Facility Management
<b>Email</b>	Vaishnav.harer@accor.com	<b>Email</b>	slugger@iitb.ac.in
<b>Telephone</b>	+91 8097594018	<b>Telephone</b>	+91-22-25768947

Hereinafter referred to as the "**Ibis Mumbai Vikhroli**" Hereinafter referred to as the "**Indian Institute of Technology Bombay**",

Hereinafter referred to individually as a "**Ibis Mumbai Vikhroli**", and together as the "**Indian Institute of Technology Bombay**"

### TERMS AND CONDITIONS

#### ARTICLE 1- TERM

This Agreement shall be effective from **01<sup>st</sup> January 2025** for a period of 12 months at the end of this Term, this Agreement will be automatically terminated unless the Parties agree to renew it, subject to new terms and conditions.

#### ARTICLE 2 – RATES APPLICABILITY

##### **2.1 Corporate Rates**

The Corporate Rates are quoted in INR per room and per night.

The Hotel will review the room night production on a 6 monthly basis and reserves the right to re-negotiate or withdraw this Agreement, subject to the performance of the Company.

##### **2.2 Corporate Rates' exclusions**

The Corporate Rates may not be combined with any other offers published at the Hotel.

The Corporate Rates do not apply to:

- Blackout dates/special events dates, as described in section 4 of Schedule 1; and
- Group Bookings (8 rooms or more)

##### **2.3 Taxes**

When the Corporate Rates are exclusive of any taxes, the negotiated rates will be billed with the value added tax ("VAT"), goods and services tax ("GST") and/or any other

taxes, fees and levies applicable in the Country at the date of the payment of the reservation. The VAT, GST or any other taxes and levies added are subject to change upon request of the Country's local authorities.

#### ARTICLE 3 – RESERVATION CHANNELS.

To make a reservation, Company is required to use the following channels:

- a) For 'offline' reservations, Company to contact: h9063-re@accor.com or call 8097594018
- b) For online reservations, Company to access negotiated rates via Accor business travel pages:
  - <https://businesstravel.accor.com/gb/middle-east/index.shtml>
  - Customer code:
  - Access code:
- c) For Accor reservation centre Company to contact: 022-6157 6620
- d) Appointed travel agents/travel management companies and/or self-booking tool if applicable (for GDS loading request, please coordinate with the Hotel's sales contact).

#### ARTICLE 4 – CHECK IN/CHECK OUT

Standard check-in time is 2:00 pm; and

Standard check-out time is 12:00pm.

Early check-in: for guaranteed early arrival, room can be pre-registered for the previous night and one-night charge will apply; subject to availability.

Late check-out: subject to availability and is based on below:

- 12:00 pm – 6:00 pm: 50% charge will be applicable
- 6:00pm onwards: Full night's charge will be applicable

#### **ARTICLE 5 – CANCELLATION/ NO-SHOWS**

All reservations are required to be guaranteed by the Company / by a guest credit card or official written billing instructions / by Company guarantee letter/ LPO (should the Company have credit facilities agreed with the Hotel).

Reservations can be cancelled at no charge until 6:00 PM TIME on the day of arrival/the day prior to arrival.

Late cancellations and 'no-shows' will incur a one-night charge.

For early departure, the Hotel reserves the right to charge for one night's stay.

For cancellation policy during blackout dates/special events dates, please refer to section 4 in Schedule 1 of this Agreement.

#### **ARTICLE 6 – UNAVAILABILITY OF ROOMS**

In the case of an exceptional event including but not limited to a Force Majeure Event, the Hotel reserves the right to accommodate any guest in a nearby hotel of an equivalent category, without any price supplement. In such cases the expenses relating to the transfer (additional cost of the rooms, the transportation and a phone call) between the two hotels shall be payable by the Hotel. The Hotel shall not be liable for any other compensation whatsoever.

#### **ARTICLE 7– INVOICING – PAYMENT**

##### **7.1 Payment**

The guest is required to provide a valid credit card guarantee or cash deposit upon check-in.

All room charges must be settled on departure unless charged to established Company's credit facility approved by the finance department of the Hotel.

Rates are offered in the currency per room per night and shall be payable in same currency.

All extra charges incurred by the guest will be settled prior to check-out with credit card or cash.

The Hotel shall have the right to amend any taxes or municipality fees if there is any change in the general rate of taxes or municipality fees. This may be changed without prior notice at the Hotel's discretion at any time. No rate adjustment will be possible after check-in.

The Company shall be responsible for all bank transfer charges.

All bank transfers to be made to the Hotel shall, unless otherwise advised by the Hotel, be made to the Hotel's Bank Account.

#### **7.2 Credit facilities.**

Should the Company wish to have the credit facilities, the Company shall complete the Hotel's standard credit application form & provide PAN Card Copy, GST Certificate & Company Incorporation Certificate

If the Company obtains a credit facility approval by the finance department of the Hotel, invoice received by the Company must be settled no later than thirty (30) days from the invoice date.

#### **ARTICLE 8 – CONFIDENTIALITY**

Except as expressly provided in this Agreement, neither Party shall disclose the terms and conditions of this Agreement other than its existence and duration, nor any matters relating to the course of dealings between the Parties, including proprietary information (collectively referred to as "**Confidential Information**"), to any third parties without the prior written approval of the other party.

Notwithstanding the foregoing, the receiving Party may disclose Confidential Information in response to the order, requirement, request of a court, administrative agency, or other governmental body, to such extent only as is necessary for the purposes contemplated by this Agreement, or as is required by law and subject in each case to the receiving Party using its best endeavours to ensure that the receiving person keeps the same confidential and does not use the same except for the purposes for which the disclosure is made.

This provision shall apply for all the duration of this Agreement and for one (1) year after its expiry or termination date.

#### **9. PERSONAL DATA PROTECTION**

Each Party acknowledges that any reservation at the Hotel implies the collection and the processing of personal data (as defined in EU General Data Protection Regulation (GDPR)) pertaining to the guests (the "**Personal Data**").

When guests book a stay at the Hotel, the Hotel acts as a data controller regarding the Personal Data they provide. These data will be processed in accordance with GDPR.

Each Party warrants to collect, process and store Personal Data in compliance with Data Protection Legislation.

#### **ARTICLE 10 – TERMINATION**

Either Party shall be entitled to terminate this Agreement without cause by thirty (30) days' written notice to the other Party.

Either Party shall be entitled to terminate this Agreement with immediate effect if:

- the other Party commits any breach of any of the provisions of this Agreement and, in the case of a breach capable of remedy, fails to remedy the same within thirty (30) days after receipt of a written notice requiring the breach to be remedied;
- the other Party goes into liquidation procedures; or
- the other Party ceases to carry on business.

The rights to terminate this Agreement shall be without prejudice to any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.

Upon termination of this Agreement for whatever reason, each Party shall destroy or deliver to the other Party all of such other Party's Confidential Information that such Party may have in its possession or control.

**ARTICLE 11 – FORCE MAJEURE**

If either Party is affected by a Force Majeure Event, it shall forthwith notify the other Party of the nature and extent thereof. Neither Party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations hereunder to the extent that such delay or non-performance is due to any Force Majeure Event, notified to the other Party.

Unless otherwise agreed between the Parties, if the Force Majeure Event persists for more than thirty (30) days, either Party may terminate the Agreement upon a thirty (30) days' notice in writing.

**ARTICLE 12 – LIABILITY**

The Company is liable for any claim, costs, expenses, damage (bodily, material, financial losses) caused to the Hotel or any third parties, resulting from the failure of the Company to perform any of its obligations under this Agreement or otherwise caused by any faulty act or omission of the Company or its affiliates.

The Company shall hold the Hotel, Accor, its affiliates, subsidiaries and employees harmless from and against any claim resulting from the failure of the Company to perform

any of its obligations under this Agreement or otherwise caused by any faulty act or omission of the Company or its affiliates.

**ARTICLE 13 – WAIVER**

No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

**ARTICLE 14 – SEVERANCE**

If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

**ARTICLE 15 – GOVERNING LAW AND JURISDICTION**

The laws of the Country shall govern this Agreement, without giving effect to its principles of conflict of laws. Any dispute between the Parties arising out from the execution of this Agreement shall be submitted to the jurisdiction of the courts of Mumbai, India.

All bookings made by the Company or any of its guests at the Hotel are subject to the Hotel's booking terms and conditions which will be communicated at the time of reservation

**AGREED AND SIGNED BY:**

Signature:

On behalf of: **ibis Mumbai Vikhroli**  
By: Divya Bhagat  
Designation: Director of Sales

On behalf of: **ibis Mumbai Vikhroli**  
By: Rupam Dutta  
Designation: General Manager  
Date:

Hotel Stamp:

Signature :

On behalf of: **Indian Institute of Technology Bombay**  
By: Mr. Sanjay Bhingarde  
Designation: Assistant Manager & In-charge – Facility Management  
Date:

Signature  
Company Stamp:

## Schedule 1 - Corporate Rates

### 1. CORPORATE RATES TABLE STATIC RATES FOR 2025

Rooms Category	Season 1	
	1 <sup>st</sup> January 2025 to 31 <sup>st</sup> December 2025	
	Single	Double
Standard Room	7000 + GST CP	7499 + GST CP

- Rates are subject to NLRA (Non-Last Room Availability)

### 2. Contact Details for Bookings as below:

- Vaishnav Harer – +918097594018 – [Vaishnav.harer@accor.com](mailto:Vaishnav.harer@accor.com)
- Reservation - +91 8600022219 – [h9063-re@accor.com](mailto:h9063-re@accor.com)
- Duty Manager - +91 8976933607 – [h9063-gr1@accor.com](mailto:h9063-gr1@accor.com)

### 3. TAXES AND FEES

The Corporate Rates stated above are subject to the following taxes and fees which shall be chargeable in addition to the offered rate:

Tax Description	Included / Excluded	%
VAT	Excluded	12% OR 18%
Service fee	Excluded	5%

The Hotel reserves the right to amend the taxes and fees, including but not limited to VAT, service fee, municipality fee and other surcharges to reflect any adjustments that may be imposed by the authorities in the Country. All adjustments shall be effective immediately. It is the responsibility of the Company to communicate these changes to their employees.

### 4. CORPORATE RATES INCLUSIONS

The above stated corporate rates shall include the following as part of the offered price:

- Complimentary Buffet breakfast at Spice It Restaurant
- Complimentary Wi-Fi;
- Access to fitness facilities;
- 20% Discount on Food & Soft Beverages
- Daily local newspaper

### 5. BLACK OUT DATES / SPECIAL EVENT DATES

Additional supplemental charges will be applied to the Corporate Rates, when reservations occur during city event dates. The charges will be intimated at the time of reservation before confirming the booking with the client's approval.

Rooms, rates & availability are subject to change at the time of booking in such periods.

### 6. ADDITIONAL SERVICES

Company guests with a booking made under this Agreement may avail of the following additional services, unless otherwise advised by the Hotel (at its sole discretion):

#### 7. Airport transfers:

- Airport transfer charges to and from the Hotel is as per request.

END OF SCHEDULE



**Ibis Mumbai Vikhroli**

**CTS No. 17, LBS Road, Vikhroli-West, Mumbai – 400 083**