

**Broshim Student Housing – Letter of Authorization and Undertaking**

**School year 2024/2025**

I the undersigned:

**First name** Bansal **Last name** Medhashree **ID number** T7224706

**Faculty** Life Sciences **at the higher education institute** Tel Aviv University

**Permanent address** , \_\_\_\_\_ **Email** medhashreebansal@gmail.com

**Mobile phone:** 053-7091917 **Telephone at work:** \_\_\_\_\_ **Telephone:** 053-7091917

**Name of father:** \_\_\_\_\_ **Father's mobile telephone:** \_\_\_\_\_

**Name of mother:** \_\_\_\_\_ **Mother's mobile telephone:** \_\_\_\_\_

**Building** E **apartment number** E0210 **room number (shared apartment only)** \_\_\_\_\_

I hereby confirm, represent and undertake as follows:

1. I acknowledge that in this document the following terms shall have the meaning prescribed beside them, as follows:
  - 1.1. The “**University**” – Tel Aviv University.
  - 1.2. The “**Dorms**” – Broshim University student housing complex on George S. Wise Street.
  - 1.3. The “**Bylaws**” – student housing bylaws for the years, including any amendment made thereto and approved by the competent University authority from time to time including any bylaws replacing the aforementioned bylaws.
  - 1.4. An “**Institution**” – any Israeli institution for higher education that is recognized by the Council for Higher Education (excluding branches of foreign institutions).
  - 1.5. A “**Student**” – any person that is registered as a student at an Institution, holds a valid student ID card and has paid tuition at the rates and on dates set forth by the Institution or has received a payment deferral or exemption in accordance with resolutions of the Institution excluding any person expelled from studies at the institution, whether permanently or for a defined period and any person who in practice terminated studies.
  - 1.6. The “**Operator**” – Shikun & Binui student dormitories Limited partnership.
  - 1.7. . or any person on its behalf or stead in connection with operating and managing the Dorms.
  - 1.8. The “**Authorization Period**” – the period set forth in Section 3.1 of this Authorization Letter.
  - 1.9. The “**Equipment and Furniture**” – the equipment and furniture located in the room made available for use of the Student and in the apartment where such room is located, equipment and furniture specified in the appendix attached to this Authorization Letter which constitutes an integral part thereof, and/or in any updated appendix replacing it.

Signature by initials Medhashree

- 1.10. The “**Common Facilities**” – all other parts of the apartment outside of the room/s, including kitchen, bathroom, passages etc including all installed systems.
  - 1.11. The “**Public Areas**” – areas of the Dorms outside the apartment that are designated for use of all Dorms residents.
  - 1.12. The “**Law**” – the Tenant Protection Law [Consolidated Version], 5732-1972, and/or any law that shall replace or add thereto.
2. I represent and confirm that I have been authorized to reside in the room and/or apartment, as applicable, in the Dorms as shall be made available to me, alone or together with another (per the Operator’s decision), and to use the common equipment, furniture and facilities in the apartment for the Authorization Period and therefore, I am only a licensee for a defined period of time, and that the authorization may be revoked under conditions specified in the Bylaws and in this Letter of Authorization and it is subject to obligations, limitations, prohibitions and conditions set forth in the Bylaws and in this Letter of Authorization. I hereby acknowledge that construction at the site of the Dorms has not yet been completed and that there may be deferrals or delays in the date of populating the apartments at the Dorms, and that I am engaging under this contract in full awareness and consent to the possibility of deferral or delay in the date of population and that the room and/or apartment may not be made available to me upon the commencement of the academic school year.
  3. I represent and confirm that I am aware – and agree – that the authorization to reside in the room and/or apartment, as applicable, as made available to me at the Dorms, and to use the Equipment and Furniture, the common facilities and the public areas, was granted to me:
    - 3.1. For a period of 12 months, commencing 01/10/2024 and ending on 30/09/2025. It is clarified that there may be a delay of 3 weeks or more in the commencement date of the Authorization Period in accordance with the provisions of Section 3.6 hereunder.
    - 3.2. Only due to the fact that I am a Student at an Institution, and shall be valid during the entire Authorization Period.

Should I cease being a Student for any reason prior to the end of the Authorization Period the Operator shall be entitled to terminate this Letter of Authorization.

The aforementioned shall not diminish from my obligation to pay in practice the Authorization Fees and any other payment according to this agreement, until vacating the room and/or apartment, as applicable.
    - 3.3. Exclusively and in a manner that is non-transferable to any other person.
    - 3.4. Subject to the right of the Operator to change from time to time, according to operational and management requirements, during the Authorization Period, my placement in the Dorms, and move me from room to room, in the same building or another building, and this upon advance notice of 48 hours.
    - 3.5. After I have been made aware of large scale renovation/construction work that shall be carried out at the site of the Dorms during the Authorization Period, I shall have no argument against the University and/or towards the Operator and/or any person on their behalf during the renovation/construction period with respect to inconvenience and/or nuisance of noise, dirt, dust etc while residing in the Dorms due to carrying out the renovation/construction work.

Signature by initials \_\_\_\_\_

*Medhassuel*

- 3.6. Subject to the right of the Operator to instruct deferral of the date of commencing population of the apartment or bringing forward the date of ending occupation thereof in order to conclude construction of the apartments and carry out maintenance activities for purpose of preparing the apartment for occupancy, and in such event the Authorization Fees shall be paid *pro rata* for the period of residency.
- 3.7. Without derogating from the provisions of the Bylaws, I undertake to keep the room, the apartment, the common facilities and the public areas in order and I shall refrain from causing any damage or harm thereto.
4. Hereby represent and confirm that:
  - 4.1. The authorization set forth in this Authorization Letter does not create tenancy relations and there is no intention to create such relations under this Authorization and it pertains to residency at “different accommodations” as defined in Section 7(a) of the Law and that the provisions of the Law shall not apply, therefore, to this Authorization and that (or alternatively) –
  - 4.2. I have not paid key money or any other consideration and have not undertaken to pay for the consent to allow me to reside in the Dorms and that the Authorization set forth in this Letter of Authorization relates to a property that on September 1, 1999 was clear of any tenant entitled to hold it by virtue of the Law, and therefore the provisions of the Law shall not apply to the Authorization according to this Letter of Authorization and I shall not be considered a protected tenant in the property.
5. I acknowledge and agree that the Authorization set forth in this Letter of Authorization is subject to the Bylaws and I hereby explicitly represent and confirm that –
  - 5.1. The provisions of the Bylaws have been brought for my review and attention prior to executing this document and I am well aware of them.
  - 5.2. The provisions of the Bylaws constitute an integral part of this Letter of Authorization, even if in practice the Bylaws were not attached thereto, and they are equally binding upon me as the provisions and conditions set forth in this Letter of Authorization, as if they had been prescribed in this Letter of Authorization and executed by me.
6. I acknowledge and agree that the Authorization Fees only include payment for use of the room as well as use of the internet and multichannel television if and when provided by the Operator, in such scope and manner provided according to the discretion of the Operator. The Authorization Fees **do not** include payment for municipal property tax, water, cost of electricity provided to the Dorms, including, to the room in which I shall reside and to the apartment in which such room is located and do not include payment for telephone and/or any such additional service if provided to me. I acknowledge and agree that all such payments that are not included in the Authorization Fees shall be collected from me separately and in addition to the Authorization Fees as set forth hereunder.
7. In consideration for the Authorization set forth in this Letter of Authorization, I undertake to pay the Authorization Fees (hereinafter: “**Authorization Fees**”) to the Operator on a monthly

Signature by initials \_\_\_\_\_

*Meelhashree*

8. basis as follows:

**Monthly rent:**

single studio: **2,491 NIS**

**\*All prices shall include linkage to the consumer price index as set forth in Section 9.1 hereunder.**

8.1. The Authorization Fees shall be paid to the Operator on a monthly basis, on the **10<sup>th</sup>** day of the month. The Authorization Fees shall be linked to the consumer price index (published by the Central Bureau of Statistics) for the month of **February 2024** published on **March 2024** which stood at **127.3170** points according to the **2008** base (hereinafter: the "**Base Index**") in the following manner:

At the due date of each and every payment it shall be examined whether there was an increase or a decrease in the index known at the time of payment compared to the Base Index and should it be learned that the index increased or decreased the payment amount shall be increased or decreased (respectively) proportionally to the rate fluctuations in the index known on the date of payment compared to the Base Index.

8.2. In addition to the Authorization Fees as set forth above, the Operator shall collect additional payments on a monthly basis for municipal property tax water and electricity, according to my proportional part in the apartment and/or the building, as applicable.

Collection of the additional payments for municipal property tax, water and electricity as set forth above, shall be carried out by the Operator through direct debit from my account as set forth in Section 7.4 hereunder, until the 10<sup>th</sup> day of each calendar month. The amounts of the additional payments for municipal property tax, water and electricity shall be determined in accordance with reports and measurements received for consumption during the preceding month and according to my proportional part in the apartment and/or building, as applicable. If possible, the Operator shall provide a report specifying the amounts of such payments prior to the date of charging by direct debit, however any delay and/or failure to receive a report for the charge of such payments shall in no event constitute grounds for failure to pay and/or delay any such payment.

8.3. I acknowledge and agree that should it be decided to freeze the Authorization Fees at the student Dorms, whether by virtue of statute and/or regulation and/or decree and/or in accordance with applicable law, and during the freeze period the Operator is granted permission to increase the Authorization Fees at such rates set forth in the permit, the Authorization Fees specified in this agreement shall be in the amount of the Authorization Fees immediately prior to the freeze with addition of the maximum rate of increase determined in the permit. Upon the lapse of the freeze period, the Authorization Fees shall be in the amounts set forth in Section 7.1 above, linked to the index specified in this Section.

8.4. At the time of executing this Letter I am also executing irrevocable instructions to bank 12, branch 778 to debit my account number 582140 in the Shekel amount equal to the monthly Authorization Fees, as well as any other additional payment for the services which are not included in the payment of the License Fee, including additional payments for municipal property tax, water and electricity, and transfer such to the Operator's account, and all as ordered by the Operator during the period this Letter of Authorization is in effect.

Signature by initials \_\_\_\_\_

*Medhashree*

- 8.5. I undertake to make sure that on each of the dates set for payment of the Authorization Fees and additional payments as set forth above, my aforementioned account shall have sufficient cash balance so that my bank is able to fulfill the irrevocable instructions completely and accurately and in any event even in the absence of such sufficient balance I undertake to make sure my bank fulfills the irrevocable instructions completely and accurately.
- 8.6. If I do not make any of the payments set forth in Section 7 of this Letter of Authorization on time, than without derogating from the Operator's right to take measure as set forth in Section 11 hereunder, I shall be charged linked delayed payment interest at a rate of 0.25% per week of delay, and this in addition to the payment linkage specified in the Letter of Authorization, as of the due date of the payments and until actual payment.
- 8.7. Without derogating from the aforementioned in Section 7.6 above, in any event of delayed payment over 21 days for one or more of the payments that apply to me according to this agreement including payment of the Authorization Fees to the Operator, payment for municipal property tax, electricity and water and payment for various services provided to me (if any), the Operator shall be entitled, pursuant to providing 7 days advanced notice, to immediately vacate me and all the equipment belonging to me from the room and the apartment according to the provisions of Section 11 hereunder.
- 8.8. Rates and dates of payment set forth in this Section are material to the Authorization set forth in this Letter of Authorization and I acknowledge and agree that should I fail to make any of the aforementioned payments on time, the Operator shall be entitled to immediately terminate the Authorization under this Letter of Authorization.

9.

- 9.1. Without prejudice to my obligation to pay the Authorization Fees and all other payments specified in Section 7 above, I hereby deposit in the hands of the Operator, at the time of executing this Letter of Authorization, an amount of NIS 4,000.00 which constitute the deposit amount set forth in Section 19 of the Bylaws (hereinafter: the "**Deposit**") which shall be held by the Operator in accordance with the provisions of the Bylaws, and this *inter alia*, in order to secure payment of the Authorization Fees and all additional payments specified above, including payment of municipal property tax, water and electricity, fully and accurately, timely vacating the room and the apartment and compensation for damage and/or loss to the room and the apartment. I agree that upon the lapse of the Authorization Period and vacating the room and the apartment and should it not be necessary to forfeit the Deposit, all or part, the Deposit shall be refunded to me, while it is linked to the consumer price index known on the date of depositing the Deposit to the index known on the date of refunding the Deposit.

10.

- 10.1. I acknowledge and agree that by executing this Letter of Authorization I undertake to pay the Authorization Fees for the entire Authorization Period and that subject to the provisions of Section 9.2 hereunder, I shall be liable for such payment even if I do not reside or make use of the room and/or apartment, as applicable, that you shall make available to me, during the entire or part of the Authorization Period.

Signature by initials \_\_\_\_\_

*Medhashree*

Likewise, I undertake to pay for all the services that are not included in the Authorization Fees as set forth in Section 6 above.

- 10.2. Notwithstanding the aforementioned, I acknowledge that if I leave the Dorms by my own initiative, during the Authorization Period, but make sure to find a substitute Student for the remainder of the Authorization Period, who is approved in advanced by the Operator and undertakes all my obligations for the remainder of such period, including presenting guarantees as set forth in this Letter of Authorization, I shall be charged the Authorization Fees until the actual date of substitution, and from such date the Authorization Fees shall be paid by the substitute Student.

I acknowledge that such substitution shall not be carried out until obtaining the Operator's consent with respect to the identity of the substitute Student. If you leave in the middle of a contract, you must pay a cancellation fee of NIS **250**

For avoidance of doubt it is hereby clarified that in the event I fail to find a substitute Student or such is not approved by the Operator, I shall be charged the Authorization Fees specified in this Letter of Authorization for the entire Authorization Period – even if I vacate my room at the Dorms during the Authorization Period.

11. I undertake that upon the lapse of the Authorization Period or upon early termination of the Authorization Period for any reason, I shall deliver to the Operator possession of the room and apartment, when they are clean of any person or object belonging to me, and while in good and functional condition as delivered to me for my use. I acknowledge that I shall be liable for any damage and/or harm and/or deficiency caused to the apartment and/or the room and/or the equipment and facilities included therein, and that I undertake to pay to the Operator any amount of damages caused as set forth above.
12. I hereby confirm and agree that if on the date of the end of the Authorization Period and/or in any event the Authorization Period is terminated on an earlier date, for any reason, I fail to deliver possession of the room and/or apartment, as applicable, made available to me, when it is clear of all my personal effects, the Operator shall be entitled – according to irrevocable permission and power of attorney hereby granted to it – to enter the room used by me, remove my personal effects and store them in such place as it deems suitable, and the Operator and any person acting on its behalf according to the aforementioned permission and power of attorney shall not be liable for any loss and/or damage that may be caused during transportation of the articles and/or during storage.

In addition I undertake to pay to the Operator liquidated damages for every day of delay in vacating the apartment and/or room in the amount of NIS 200, and this without derogating from the Operator's right to any other legal relief available to it according to this Letter of Authorization and/or according to the provision of applicable law.

13. I am not permitted to transfer, assign or mortgage in any way my rights and/or obligations according to this Letter of Authorization, without obtaining the Operator's advance written consent. By executing this Letter of Authorization I grant my irrevocable and unconditional consent that the Operator shall be entitled to transfer, assign or mortgage in any way its rights and/or obligations according to this agreement, even without contacting me in the future on such matter.

Signature by initials

*Medhashree*

14. I acknowledge that in the event I shall fail to settle any payment that I am required to pay to the Operator and/or any amount for use of the apartment, including – and without derogating from the generality of the aforementioned – failure to pay the Authorization Fees on time and/or failure to pay bills for municipal property tax, electricity and water and/or failure to pay various expenses that apply to me according to this Letter of Authorization, the Operator shall be entitled to offset any such amount that I owe to the Operator against the Deposit and/or against any amount that the Operator owes me, if any. In the event of forfeiture of part of all of the Deposit, I shall be immediately obligated upon the first request of the Operator to deposit in its hands an amount equal to the forfeited amount of the Deposit.
15. I acknowledge that I shall not be entitled to offset amounts due to the Operator against amounts I am entitled to from the Operator, if any. I waive such right to offset notwithstanding any provision of applicable law.
16. Local and exclusive jurisdiction with respect to all things related and/or deriving from this Letter of Authorization, shall reside solely with the courts in Tel Aviv, according to material competence.
17. Any amendment and/or addendum to this Letter of Authorization shall be made only in writing signed by all of the parties.
18. My address mentioned in the preamble of the Letter of Authorization and/or my address at the Dorms shall be the addresses for purpose of receiving notices in accordance with the provisions of this Letter of Authorization. Any notice sent by registered mail to the aforementioned addresses shall be deemed delivered to me upon the lapse of three days from dispatch to me by registered mail and/or immediately upon delivery if by personal delivery or transmission by facsimile with confirmation.
19. This Letter of Authorization constitutes all the arrangements and undertakings between the parties thereto, and all declarations and/or undertakings and/or arrangements and/or representations and/or understandings made prior to execution thereof, whether oral or in writing, whether explicit or implicit, are hereby made null and void.
20. The provisions of this Letter of Authorization are meant to add to the provisions of the Bylaws and not to diminish from them provided that in any event of discrepancy between the provision of this Letter of Authorization and the provisions of the Bylaws, the provisions of the Bylaws shall govern.

Notwithstanding the aforementioned, the provisions of Section 7 of this Letter of Authorization have precedent over any contradictory provision – if any – in the Bylaws.

**In witness hereof I have executed:**

This 07 day of the month of May in the year 2024

*Medhashree*

\_\_\_\_\_  
**Signature**

Signature by initials *Medhashree*

**Appendix A to the Letter of Authorization**

**1. Furniture and equipment made available to the Student in his room:**

Bed

Mattress

Desk

Bookstand

Chair

Wardrobe

Air conditioner with remote control

LCD television with remote control

Cable/Satellite box with remote control

Internet router or any other communications means or infrastructure

**2. Furniture/equipment made available to the apartment:**

Refrigerator

Electric stove

Microwave oven

Mirrors

Kitchen cabinets

Kitchen table and chairs

Bathroom cabinet

Signature by initials \_\_\_\_\_

*Medha Kharel*



A. I undertake to pay the full amount of damage and/or loss caused to the equipment, to the furniture and/or to the structure. For avoidance of doubt it is clarified that in the event of loss of television and/or air conditioner and/or cable/satellite box remote control I shall be charged the cost of ordering a replacement remote control.

Determination of the amount of damage and/or loss shall be in accordance with the Bylaws and such determination shall be final and I shall have no argument and/or claim and/or dispute with respect to and/or in connection with such determination.

B. Notwithstanding the aforementioned in Section A above, with respect to damage and/or loss caused to the common equipment and/or furniture set forth in Section 2 above, I shall pay the proportional part of the amount of damage and/or loss according to the number of tenants actually residing in the apartment at the time of occurrence of the damage and/or loss.

C. The provisions of Sections A – C above shall not diminish from the provisions of the Bylaws, and are meant only to add thereto.

Date 07.05.24 Signature *Medhashree*

Signature by initials *Medhashree*