

WHEREAS the Trust is a Welfare and Charitable Trust and has built a Senior Citizen Home known as **VASUNDHARA SMT. GOURI ROY MEMORIAL OLD AGE HOME** at B-6/258, Kalyani, District - Nadia, Pin - 741235 Unit of Monami Education Trust, and for the aged persons who feel the need to be in an old age home free from anxieties and who wish to serve Society.

AND WHEREAS the Senior Citizen Home located at B-6/258, Kalyani, District - Nadia, Pin - 741235 Unit of Monami Education Trust, which said Trust is operating for the aged residents of society and others as may, from time to time, be approved by the Board of Trustees **AND WHEREAS** the control and management of the Trust is placed with the Board of Trustees and the senior Citizen Home shall be managed at the exclusive responsibility of the Manager employed by the Board of Trustees **AND WHEREAS**, Applicant has applied to be admitted as a Resident into the Senior Citizen Home - **VASUNDHARA SMT. GOURI ROY MEMORIAL OLD AGE HOME** (collectively referred to as **VASUNDHARA SMT. GOURI ROY MEMORIAL OLD AGE HOME**) which said application, the Trust has accepted on the basis of the declarations made by the Resident believing the same to be true.

AND WHEREAS:-

(A) The Trustees are in Management & control of **VASUNDHARA SMT. GOURI ROY MEMORIAL OLD AGE HOME** for Senior Citizens which is situated at (hereinafter referred to as the "Home");

(B) A Senior Citizen, desirous of availing himself of the residential accommodation and other facilities being offered by the Home, is required to comply with the eligibility stipulated by the Home and shall have completed 50 years of age and should be capable of personally taking care of his daily routine;

(C) The Resident, being a Senior Citizen and meeting the eligibility criteria stipulated by the Trustees seeks residential accommodation at the Home;

(D) The Trustees have provided the Resident a copy of the applicable Rules in respect of the residential accommodation at the Home;

(E) The Resident has confirmed to the Trustees that he has read and fully understood the Rules;

(F) The Trustees have, in the premises aforesaid, agreed to provide residential accommodation to the Resident at the Home, upon the subject to the terms and conditions hereinafter contained.

NOW IT IS HEREBY AGREED BETWEEN THE PARTIES as

follows:

I. DEFINITIONS AND INTERPRETATION:-

1.1 In this Agreement, except where the context otherwise requires, the following capitalized words and expressions shall have the following meanings:

"Agreement" means this Agreement as amended from time to time in accordance with the provisions in that behalf hereunder contained.

"Rules" means the rules of the Home for the time being and from time to time in force governing and regulating the use of the General Accommodation Unit Double Accommodation Unit/Dormitory Accommodation Unit and the attendant facilities by the Resident.

"Double Accommodation Unit" means a furnished one bedroom unit, with attached bath with two cots, one wardrobe, a sofa and a led tv, A.C, Telephone & geyser.

"Dormitory Accommodation Unit" means, accommodation is provided in a hall with one Cot each for Five (5) persons and one Wardrobe with two Bath rooms and Toilets, AC, geyser, Telephone etc.

"Trust" means the MET.

"Trustees" mean the Trustees for the time being and from time to time of the Trust.

"Unit" means the Double Accommodation Unit, Dormitory Accommodation Unit provided by the Trustees to the Resident at the Home, upon the subject to the terms and conditions hereinafter containing.

1.2 A REFERENCE TO:

1.2.1 A recital, clause or schedule is a reference to a recital, or clause of, or schedule to, this Agreement;

1.2.2 Words importing the singular shall include the plural and vice versa;

1.2.3 The headings in this Agreement are for reference only and do not affect its construction or interpretation.

1.2.4 The recitals and Schedule to this Agreement are an integral part of this Agreement.

2. **GRANT OF ACCOMMODATION:**

2.1 The Trustees hereby grant resident the right to use and occupy the Unit more particularly described in the hereto at the home for remainder of the lifetime of the resident unless this Agreement is terminated earlier in accordance with the provisions hereunder contained.

2.2 The Trustees shall also provide the Resident with limited storage facilities in the Unit for keeping his/her personal belongings under lock and key. **PROVIDED** however that the Trustees assume no responsibility whatsoever, and shall not be liable, for any loss of or damage to such personal belongings of the Resident.

2.3 The Resident confirms receipt of a copy of the Rules, and having read them hereby agrees and undertakes to observe them and comply therewith at all times during his/her stay at the Home.

2.4 The Resident hereby confirms that he/she has no right, title or interest whatsoever into, over, upon the Unit provided to him/her by the Trustees and confirms that he/ she shall in no event claim any

tenancy or other right or interest into, over or upon the Unit, other than bare right to use and occupy the Unit always upon the subject to the terms and conditions hereinafter contained.

2.5 Simultaneously with the execution of this Agreement, the Resident has to pay a refundable deposit of Rs..... by D.D. The deposit shall be retained by the Trustees during the continuance of this Agreement and no interest shall accrue to the Resident thereon. The Trustees shall be entitled, and are hereby irrevocably empowered and authorized by the Resident, to utilize the deposit as hereinafter provided.

3. PROVISION OF FACILITIES:-

3.1 For fuller use and enjoyment of the residential accommodation provided to the Resident the Trustees shall provide the Resident Tea, Coffee, Breakfast and Meals at the times stipulated in the Rules and Regulations. Trustees shall also provide facilities for washing of his clothes, laundry and cleaning of the Unit in his occupation and use on monthly basis of Rs.1000/-In consideration of the aforesaid facilities to be provided by the

Trustees, the Resident shall pay to the Trustees regularly and punctually, on or before the 7th of every English Calendar month, a monthly maintenance charges of Rs..... per month or as may be stipulated by the Trustees from time to time on the submission of bills by the Trustees.

3.2 It is hereby clarified that the said amount of Rs..... referred to in Clause 3.1 above is the amount presently estimated by the Trustees to be the cost of the facilities to be provided to the Resident under Clause 3.1; the intention being that the Resident shall pay the actual cost of these facilities for the time being and from time to time and to this end, the Trustees shall be entitled to charge and recover from the Resident any and all increases/enhancement in the actual cost of providing such facilities. The Resident hereby undertakes to pay all such increases as per bills submitted to the Resident.

3.3 The Resident shall pay Rs.1500/- as lumpsum at present towards electricity charges for the use of telephone,AC, LED Tv with cable connection etc and not later than the 7th day of every English calendar

month. This rate may change subject to the tariff changes of WBSEB.

4. **MEDICAL FACILITIES:**

4.1 The Trustees shall provide the Resident with basic medical facilities including routine medical checkup every two weeks.

4.2 A registered medical practitioner will be made available by the Trustees at **VASUNDHARA SMT. GOURI ROY MEMORIAL OLD AGE HOME** on particular time and for any medical assistance that the Resident may require, who would be accessible on the phone.

4.3 Should the Resident, in the opinion of the Trustees and/or the medical practitioner be unable to take the required care of his daily personal routine, the Trustees shall be entitled, and they are hereby irrevocably empowered and authorized by the Resident, to transfer the Resident to any Hospital nearby where facilities for specialized medical care is available. All costs and expense in relation to the medical attention provided to the Resident under this clause shall be borne and paid solely by the Resident.

Should there be any shortfall the Resident hereby undertakes to make good the deficit within 7(seven) days of being so required by the Trustees.

- 4.4 For any medical and surgical related problems which, in the opinion of the Trustees and/or the medical practitioner, warrant the hospitalization of the resident, the Trustees shall arrange for hospitalization at any nearby hospital. All costs and expenses incurred during or in connection with such hospitalization shall be paid by the resident. Should there be any shortfall, the Resident undertakes to make good the deficit within 7 days of being so required by the Trustees.

5. **OBLIGATIONS OF THE RESIDENT:**

- 5.1 The Resident shall use the Unit and the facilities provided by the Trustees with all reasonable care and shall not indulge in any activity which would be a source of nuisance, disturbance, annoyance or obstruction to other residents of the units at the Home or disturb the peace, tranquility and harmony of the environment at the Home.

- 5.2 The resident shall at all times keep the Unit, as also the surrounding area neat, tidy and clean and shall maintain it in proper order and condition with the exception of reasonable wear and tear.
- 5.3 The Resident shall at all times observe good personal hygiene including bathing regularly and shall be properly attired, wearing clean clothes.
- 5.4. The Resident shall at no time leave the Home without prior written intimation to the concerned authority and when doing so, shall provide all details, including the name and contact information of the person he/she is visiting. The Resident agrees and confirms that should he/she leave the Home at any time he/she do so entirely at his/her own risk and responsibility.
- 5.5 The Resident shall at all times conduct himself/herself with the required decorum and dignity he/she shall not in any circumstances misbehave with the manager or any member or officer of the Home or person employed by the Trustees including the security staff or with any other resident or visitors

to the Home. Any misbehavior or misconduct by or on the part of the Resident shall entitle the Trustees to summarily terminate this Agreement without prejudice to any other rights or remedies available to the Trustees at law.

5.6 The Trustees shall in no event be held responsible for any loss, damage or injury caused to or suffered by the Resident on any account whatsoever or to his goods, belongings or other effects in the Unit at a consequence of the use and occupation of the Unit and/or of the facilities provided under or pursuant to this Agreement including, without limitation, the medical facilities referred to above.

5.7 The Resident hereby covenants and undertakes that he shall not:-

a. At any time bring, keep, consume or imbibe in the Unit or at the Home any liquor or other intoxicating drinks, drugs, or other prohibited substances.

- b. Cook any food in the Unit. The Resident shall however be entitled to keep and use a kettle for boiling water.
- c. Smoke or keep in the Unit any cigars, cigarettes beedis or any kind of Drugs.
- d. Gamble or participate in any gambling or wagers of any kind.
- e. Entrust or assign personal work to any of the employees of the Trust or persons engaged by the Trustees to provide facilities to the Resident.
- f. Remove any item or article from the kitchen, dining hall, stores or office to the Unit or elsewhere.

6. **DEATH OR DISABILITY:**

- 6.1 On the death or physical or mental disability of the Resident, the Trustees shall take all reasonable steps to notify his designated next of kin at the earliest, at the address provided by the Resident.
- 6.2 In case of death, should the designated next of kind fail to come to the Home to claim and take delivery

of the body of the deceased Resident and/or his/her belongings/ effects in the Unit within 24 Hours of his death, the Trustees shall be entitled, and they are hereby irrevocably empowered and authorized by the Resident, to send the body of the deceased Resident to the nearest morgue, where the body will be kept for 2 (two) days. All costs and charges levied by the morgue and the ambulance and other incidental charges and expenses incurred in relation there to shall be paid by the designated next of kin from his assets and the Trustees are hereby irrevocably empowered and authorized by the Resident to do so.

6.3 In the event of the body of the Resident not being claimed for burial/cremation by his/her designated next of kind for 2 (two) days, after being kept at the morgue, the Trustees shall be entitled, and are hereby irrevocably empowered and authorized by the resident, to bury or cremate the body, depending upon the religious customs of the deceased or the situation prevailing at the time. All costs and charges incurred by the Trustees for or in relation to the burial/cremation shall be reimbursed by the designated next of kin and the Resident hereby

irrevocably empowers and authorizes the Trustees to do so.

6.4 If the contract is signed by two Residents who are husband and wife then upon the death of one Resident at any point of time, all the rights hereunder shall vest in the surviving Resident to the same extent as if such surviving Resident had been the sole Resident and with reference to the monthly/daily care charge provided for hereunder such monthly/daily care shall be charged against each Resident during his/her respective lifetime.

6.5 The deposit or any balance thereof to the credit of the resident at the time of his/her death, after deducting all charges and expenses which time trustees are entitled to deduct under this Agreement shall be paid by the Trustees to the designated next of kind of the deceased Resident but without any interest thereon.

7. **NO CLAIMS:**

7.1 The Resident hereby irrevocably agrees and confirms that in the event of death, injury, illness or discomfort during his stay in the Unit or at he Home

for any reason whatsoever, the Trustees shall not be liable to pay to the Resident or his/her next of kin any damages.

7.2 The Resident hereby irrevocably authorizes and empowers the Trustees to take all such action as they may in their absolute discretion deem fit or necessary to attend to and treat any injury, illness or discomfort suffered by the resident including providing medical attention as the exigencies of the situation may require without seeking instructions from the next of kin nominated by the Resident. All costs and charges in relation to any such attention or treatment provided to the Resident by the trustees, shall be borne and paid by the Resident, and the Trustees are hereby irrevocably empowered and authorized by the Resident to deduct the same from the deposit if any lying with the Trustees.

7.3 The Resident may put his/her properties on mortgage with the Home and should the Resident find current income or sources insufficient to meet the monthly service fees, the Resident agrees to take all necessary steps to liquidate capital assets in order to meet the requirements of keeping the Resident's

account current basis and hereby authorizes the Home to sell/dispose off such assets to realize the accrued charges levied upon him/her on actual basis from the gross sale proceeds for which a separate Power Of Attorney shall be executed.

8. **TERMINATION:**

8.1 This Agreement shall terminate:

a) Upon 30 days written notice by the Resident to the Trustees without being required to assign any reason.

b) Upon 30 days written notice by the Trustees to the Resident in the event of the Resident committing a breach of any of the provisions of this agreement and /or failing to observe, or committing a breach of the Rules or in the event of the resident being guilty of any act of misconduct to misbehavior which in the sole opinion of the Trustees necessitates his removal from the Unit and the Home.

c) If the Resident fails to make any of the service fees payment at the required time, or to pay any other amounts shown on a monthly statement, unless the Home is notified of the Resident's dispute of any amounts shown on a monthly statement, within 30 (thirty) days after receiving the

statement, the Home may give a written notice to the Resident that this Agreement will terminate 30(thirty) days following such notice, unless such payment is received within those 30(thirty) days, in such case the Resident shall leave the Home and/or shall be taken away by the Responsible Person. If the Resident fails to vacate or the responsible person does not take custody of the Resident within the period mentioned hereinbefore, the Home shall be entitled to send the Resident to any other place ready to accept such a Resident and then the Home shall in no way be answerable for the same.

c) On the death of the resident, if there is no other surviving spouse living in the Unit with him / her at the time of his/her death.

9. **CONSEQUENCES OF TERMINATION:**

9.1 On termination of this Agreement for the reasons set out in (a) (b) of Clauses 8.1, the Resident shall hand over to the Trustees vacant charge of the Unit and all the fixtures and fittings therein and remove all his belongings and effects there from and the Trustees shall hand over to the Resident the balance, if any, of the deposit if any after deducting all amounts deduction by them under pursuant to this Agreement.

9.2 On the death of the Resident the trustees shall hand over to the designated next of kin of the Resident the balance, if any, of the deposit after deducting all amounts deductible by them under or pursuant to this agreement.

9.3 In the event no claim is received by the Trustees in writing from the designated next of kin the Resident or any legal heir or representative of the Resident within three years from the death of the resident the deposit lying with the Trustees for the time being shall revert and form part of the corpus of the Trust.

10. **WITHDRAWAL FROM THE HOME:**

In case of withdrawal from the Home, the Security Deposit is refundable if the Resident has stayed for a minimum of 9 (nine) months. In case of the applicant's death, the Security will be refunded to the nominee of the deceased person. This is howsoever subject to completion of legal formalities and full settlement of any dues by Pay Order/ Demand Draft only. If the Applicant has not stayed at all, then full refund shall be made, provided such intention of withdrawal is intimated in writing within 30 days of registration. If there is lapse in time period a deduction of 2.5 % shall be made from the Security Deposit.

11. **GENERAL:**

11.1 The Trustees shall be entitled to alter, vary or amend the rules or any of them at any time and from time to time. Any such alteration, variation or amendment shall be intimated to the Resident by the Trustees in writing.

11.2 If any provision of this Agreement is invalid or unenforceable or prohibited by law, it shall be treated for all purpose for all purposes as severed from this Agreement and infecting to the extent of such invalidity or non enforceability, without affecting in any manner the remaining provisions hereof, which shall continue to be valid binding.

11.3 This Agreement shall be governed by the Laws of India and shall be subjected to the exclusive jurisdiction of the appropriate Courts in the state of West Bengal.

11.4 This agreement represents the entire agreement between the parties hereto on the subject matter hereof cancels and supersedes al prior agreements, arrangements or undertakings oral or written between the parties hereto on the subject matter hereof.

12. **Compliance With Laws:-** The Resident agrees to

conduct himself/herself in strict compliance with any and all Central, State and/or other Local laws and regulations while either on or off the premises of the Home.

13. **Maintainence Of Eligibility:-** The Resident shall at all times maintain his/her eligibility for admission into the Home from the date of initial approval through and including the duration of this contract, including also all times when the Resident is in actual residence of the Home. The Resident understands and agrees that the Resident's loss of eligibility for admission into the Home at any time is cause for cancellation of this contract. For good cause shown by the Resident and determined in the sole discretion of the Home, the Home may waive any loss of eligibility. The Resident understands and agrees that the Home is entering into this agreement relying upon the financial and other informations furnished by the Residents and also relying upon the representations, agreements and undertakings contained herein. The Resident understands and agrees that any material misstatement or omission in such information or material breach of this agreement will entitle the Home to terminate the Resident's Agreement. In case the Resident contacts any infectious or communicable disease and it is decide by the Trustees not to keep such a

Resident in the Home, the Resident may be directed to leave the Home forthwith. The decision of the Trustees shall be final and binding and shall not be questioned.

In witness whereof the parties have signed this agreement the day and year first herein above mentioned.

THE SCHEDULE ABOVE REFERRED TO:-

Here give full details of the Unit allotted to the Resident

IN WITNESS WHEREOF, the parties hereunto have put their respective hand, seal and signature on the day, month and year first abovewritten

SIGNED, SEALED AND DELIVERED by the above named:

Trustees at Bidhannagar in the presence of each

Other and in the presence of the following

WITNESSES:-

1)

2)

SIGNED, SEALED AND DELIVERED BY THE RESIDENT

In the Presence of each other and in the

Presence of the following **WITNESSES:-**

1)

2)

Drafted & Identified By Me:-