

Form- D

THIS AGREEMENT (“Agreement”) is made of this

.....day of20.....

between the Management Committee of Shiwalaya, a project of **Red Swastik Society** for Senior Citizen at Survey no. 172/2B, Chaure village, Taluka - Kalyan Dist – Thane, vide, G C Resolution No.NHQ 119, dtd. 14.2.2009 having its Head Office at Red Swastik Society, 2nd floor, 240, Navsari Bldg., Above ICICI Bank, D.N. Road, Fort, Mumbai-400001, with Registration No. MAH/439/2001/GBBSD dt. 27/3/2001, vide, Registration of Societies Act, 1860 and Registration No.F23175 (Mumbai), dt.13.9.2001, vide, Mumbai Public Trust Act 1950, hereafter, collectively referred to as the which expression shall, unless repugnant to the context or meaning thereof, include the Trustees of Trust for the time being and the survivors or survivor of them) of the **One Part**,

AND

(Name of the applicant), Indian inhabitant residing at

.....

hereafter referred to as the “Resident” (which expression shall, unless repugnant to the meaning or context thereof, include his/her heirs, executors and administrators) of the **Other Part**,

WHEREAS

1. The Management Committee is in management and control of Shiwalaya, a Red Swastik Society Project for senior citizen which is situated at Navsari bldg, 2nd floor 240, D.N. Road, fort, Mumbai 400001 (hereafter referred to as the “Home”)

2. A senior citizen, desirous of availing himself of the residential accommodation and other facilities being offered by the Home is required to comply with eligibility criteria stipulated by the Home and shall have completed 60 years (sixty) of age and should be capable of personally taking care of his daily routine;
3. The resident, being a senior and meeting the eligibility criteria stipulated by the Trustees seeks residential accommodation at the Home;
4. The trustees have provided the resident a copy of the applicable rules in respect of the residential accommodation at the Home;
5. The Resident has confirmed to the trustees that he has read and fully understood the Rules;
6. The trustees have, in the premises aforesaid, agreed to provide residential accommodation to the resident at the Home, upon and subject to the terms and conditions hereinafter contained.

NOW it is hereby agreed between the parties as follows:-

Definitions and interpretations: -

In this agreement, except where the context otherwise requires, the following capitalized words and expressions shall have the following meaning:-

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

- a. **Double Accommodation Unit** means a furnished room with attached bath and measuring, 350sq.ft. or thereabouts with two cots, two wardrobe, a desk and a chair.
- b. **Home** means the shelter for senior citizen which has been set up and is managed and operated by the Managing Committee of Red Swastik Society, situated at Chaure Village, Kalyan and constructed on 3 acres of land or thereabouts

- comprising, inter alia, a two storey building with furnished accommodation units, for residential use by senior citizens to whom they are allotted.
- c. **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 single accommodation Unit/Double Accommodation Units and the attendant facilities by the Resident.
 - d. **Single Accommodation Unit** means a furnished one bedroom unit, with attached bath and admeasuring 250sq.ft or thereabouts with one cot, one wardrobe, a desk and a chair.
 - e. **Trust** means Red Swastik Society registered under the Societies Act, 1860 and Bombay Public Trust Act, 1950, vide Registration numbers as mentioned above.
 - f. **Trustees** mean members of Coordination or Management Committee for the time being and from time to time of the trust.
 - g. **Unit** means the Single Accommodation Unit / Double Accommodation Unit provided by the Trustees to the Resident at the Home, upon and subject to terms and conditions hereinafter containing.
 - h. **Resident** means the senior person staying in Shiwalaya as per rules.

A reference to

- a. A recital clause or schedule is a reference to a recital or clause of or schedule to this Agreement;
- b. Words importing the singular shall include the plural and vice versa;
- c. The headings in this agreement are for reference only and do not affect its construction or interpretation.
- d. The recitals and schedule to this Agreement are and integral part of this agreement.

Grant of Accommodation:-

1. The Trustees hereby grant to the resident the right to use and occupy the unit more particularly described in the schedule hereto at the Home for remainder of the lifetime of the resident, unless this agreement is terminated earlier in accordance with provisions hereunder contained.
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 by the management, however, it assumes no responsibility whatsoever and shall not liable for any loss of or damage to any such personal belongings of the Residents.
3. The Residents 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 home.
4. The Resident hereby confirms that he/she has no right, title or interest whatsoever in, to over or 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 in to, over on upon the units, other than bare right to use and occupy the unit always upon and subject to the terms and conditions hereinafter contained.
5. Simultaneously with execution of this agreement, the resident has to deposit with Trustees a sum of Rs.25,000/- (Rs twenty five thousand) by D.D./cash/pay order in the name of as security for due observance and performance by him/her of this Agreement and the Rules. The deposit shall be retained by the trustees during the continuance of this Agreement and no interest shall at all accrue to the Resident thereon. The management/trustees shall be entitled and are hereby irrevocably empowered and authorized by the Resident to utilize the deposit as hereinafter provided.

Provision of facilities:-

1. For fuller use and enjoyment of the residential accommodation provided to the Resident, the management / trustees shall provide Tea / Coffee, Breakfast and Meals at the time stipulated in the rules and regulations. Management / Trustees will also provide facilities for washing of his clothes - laundry and cleaning of the unit in his occupation and use. In consideration of the aforesaid facilities regularly and punctually maintenance charge not exceeding Rs.5,000/-(Rs five thousand only) per-month or as may be stipulated by the trustees from time to time on the submission of bills by the Trustees.
2. It is hereby clarified that the said amount of Rs.5,000/- referred to in above clause is the amount presently estimated by the Trustees to be the cost of the facilities to be provided to the Resident under clause mentioned above for the time being. However, the Resident shall pay the actual cost of these facilities and from time to time and to this end the management/trustees shall be entitled to charge and recover from the resident actual cost of providing such facilities. The resident hereby undertakes to pay all such cost as per bill submitted to the resident.
3. A telephone connection will be provided in the unit by the management for the exclusive use of the Resident. The management can also provide to the resident, cable and internet service on demand. A separate electricity meter is installed for every room of the building. The Resident may bring into the unit at his cost and expense like television, radio, computer, mobile phone, and other electrical domestic appliance excluding hot water geyser and immersion coils. The Resident shall have to pay all charges for the use of telephones, cables and electricity consumed in the unit as per the reading shown in the meter, not later than the 7th day from the bills given by the Trustees for the services provided to the resident.

Medical Facilities:-

1. The management shall provide the basic medical facilities including routine medical routine medical checkup every months, as also pathological laboratory facilities, x-ray facilities, dental care and other facilities on a purely need basis to the Resident.

However, the Resident will be charged for the use of these facilities laboratory or x-ray facilities, these will be charged to the resident at cost and the resident undertakes to pay the amount charged upon a demand being made by the Trustees.

2. A registered medical practitioner will be made available by the Trustees at the medical centre for any medical assistance that the resident may require who would be accessible on the phone.
3. should the resident, the opinion of the Trustees and/or the medical practitioner at the Medical centre, be unable to take the required care if 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 other hospital nearby where facilities for specialized medical care are available. All costs and expenses in relation to the medical attention provided failing which the trustees shall be entitled and are hereby irrevocably empowered and authorized by the resident, to deduct the same from the deposit. Should there be any short fall, the resident undertakes to make good the deficit within 7 days of being so required by the trustees.
4. For any medical and surgical related problems which, in the opinion of the Trustees and/or the Medical practitioner at the medical centre, warrant hospitalization of the resident, the trustees shall arrange for hospitalization at any other nearby hospital. All costs and expenses incurred during or in connection with such hospitalization shall be deducted by the trustees from the deposit and the resident hereby irrevocably empowers and authorizes the trustees to do so. Should there be any short fall, the resident undertakes to make good the deficit within 7 days being so required by the Trustees.

OBLIGATIONS OF THE RESIDENT:

1. The Resident shall use 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 and harmony of the environment at the home.
2. The Resident shall at all times keep the unit, as also the surrounding area, tidy and clean and shall maintain it in proper order and condition (reasonable wear and tear excepted).
 3. The Resident shall at all times observe good personal hygiene including bathing regularly and shall be properly attired, wearing clean clothes.
 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 will do so entirely at his/her own risk and responsibility.
 5. The Resident shall at all times conduct himself/herself with the required decorum and dignity. He/she shall now in any circumstances misbehave with manager or any member or office 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 remedies available to the Trustees at law.
 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 as a consequence of the use and occupation of the unit and/or of the facilities provided under or pursuant of this agreement including, without limitation, the medical facilities referred to above.
 7. The Resident hereby covenants and undertakes that he/she shall not:-
 - i. at any time bring, keep, consume or imbibe in the units or at the home any liquor or other intoxicating drinks, drugs or other prohibited substances.

- ii. cook any food in the unit. The Resident shall however be entitled to keep and use a kettle for boiling water.
- iii. smoke or keep in the unit any cigars, cigarettes beedis or any kind of drugs.
- iv. gamble or participate in any gambling or wagers of any kind.
- v. entrust or assign personal work to any of the employees of the trustees or persons engaged by the trustees to provide facilities to the Resident.
- vi. remove any item or article from the kitchen, dining hall, stores or office to the Unit or elsewhere.
- vii. the resident agrees and undertakes to pay to the Trustees as and when required by the Trustees such as amount as may be needed to ensure that the amount deposited by the Resident with the Trustees under or pursuant to this Agreement shall at times be not less than Rupees Five Lakhs.

Death or Disability:-

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.
2. In case of death, should the designated next of kin 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 them to send body of the deceased resident to the nearest morgue, where the body will be kept for 2 (two) day. All Costs and charges levied by the morgue and the ambulance and other incidental charges and expenses incurred in relation thereto shall be

deducted by the Trustees from the deposit and the Trustees are hereby irrevocably empowered and authorized by the Resident to do so.

3. In the event of the body of the Resident not being claimed for burial/cremation by his/her designated next of kin 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 that time. All costs and charges incurred by the Trustees for or in relation to the burial/cremation shall be deducted by the Trustees from the deposit for the time being lying with the Trustees and the Resident hereby irrevocably empowers and authorized the Trustees to do so.
4. The deposit of any balance thereof to the credit of the resident at the time of his/her death, after deducting all charges and expenses which the Trustees are entitled to deduct under this agreement shall be paid by the Trustees to the designated next of kin of the deceased resident but without any interest thereon.

No Claims:-

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 the Home for any reason whatsoever, the Trustees shall not be liable to pay to the home for any reason whatsoever, the Trustees shall not be liable to pay to the Resident or his/her next of kin any damages, compensation or other sum on any account whatsoever.
2. The Resident hereby irrevocably authorizes and empower the Trustees to take all such action as they may in their absolute discretion deem fir 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, and the Trustees are hereby irrevocably empowered and authorized by the Resident to deduct the same from the deposit for the time being lying with Trustees.

3. Name and designation

TERMINATIONS:-

This agreement shall terminate:

1. Upon 30 (thirty) days written notice by the Resident to the Trustees without being required to assign any reason.
2. Upon 30 (thirty) days written notice by the Trustees to Resident in the event if the Resident committing a breach of any or 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 or misbehavior which in the sole opinion of the Trustees necessitates his removal from the Unit and the home.
3. Upon the death of the Resident, if there is no other surviving resident living in the Unit with him/her at the time of his/her.

CONSEQUENCES OF TERMINATION:-

1. On termination of this agreement for the reasons set out in (a) and (b) of clause 8.1 the Resident shall hand over to the Trustees vacant charge of the unit and all the fixtures and fittings herein and remove all his belongings and effects there from and the Trustees shall hand over to the resident the balance, in any of the deposit after deducting all amounts deductible by them under or pursuant to this agreement.
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.

3. In the event no claim is received by the Trustees in writing from the designated kin of next of 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.

GENERAL:-

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.
2. If any provision of this Agreement is invalid or amend the unenforceable or prohibited by law, it shall be treated for all purposes as served from this Agreement and ineffective to the extent of such invalidity or unenforceability, without affecting in any manner the remaining provisions hereof, which shall continue to be valid and binding.
3. This agreement shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of the apportion courts in the Mumbai.
4. This Agreement represents the entire agreement between the parties hereto on the subject matter hereof and cancels and supersedes all prior agreements, arrangements of undertakings, oral or written, between the parties hereto on the subject matter hereof.

In witness where of the parties have signed this agreement between on the day and year here in above mentioned.

The Schedule Above Referred to

Here give full details of the Unit allotted to the resident

Name and Signature of Resident

Signed by the Resident in the presence of

1. Name..... Signature

2. Name.....Signature

Managing Committee Members: Name/designation/signature

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Name.....designation.....signatu
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Name.....designation.....signatu
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Name.....designation.....signatu
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Name.....designation.....signatu
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Signed by the above named in the Presence of

1. Name.....
Signature

2. Name.....S
signature