

# Nand Niwas

A Project of Bhagwatidevi Nandlal Agarwal Charitable Trust

## Agreement for Long-term stay

THIS AGREEMENT ("Agreement") is made on this

.....day of .....20..... between authorized representative of Nand-Niwas a project of **Bhagwatidevi Nandlal Agarwal Charitable Trust** for Senior Citizen at Plot No.4, Tringalwadi Dam Road, Pardevi Village, Tal. Iagtपुरी, Dist- Nashik- 422402 having its Head Office at D-1602, 16th Floor Lotus Corporate Park, WE Highway, Jay Coach Signal, Goregaon East, Mumbai- 400063. having Reg. No E-277114 Dtd: 22/02/11 under Bombay Charitable Trust Act- 1950 here after, 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

..... here after referred to as the "Resident" (which expression shall, unless repugnant to the meaning or context there of, include his/her heirs, executors and administrators) of the **Other Part**,

### WHEREAS

The Trustee is in management and control of "Nand-Niwas" a project by **Bhagwatidevi Nandlal Agarwal Charitable Trust** Project for senior citizen which is situated at Plot No.4, Tringalwadi Dam Road, Pardevi Village, Tal. Iagtपुरी Dist. Nashik- 422402.

1. 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 55 years (fifty-five) of age and should be capable of personally taking care of his daily routine;
2. The resident, being a senior and meeting the eligibility criteria stipulated by the Trustees seeks residential accommodation at the Home;
3. The trustees have provided the resident a copy of the applicable rules in respect of the residential accommodation at the Home;
4. The Resident has confirmed to the trustees that he has read and fully understood the Rules;
5. 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 here in after 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:-

- a) **Agreement** means this Agreement as amended from time to time in accordance with the provisions in that behalf hereunder contained -
- b) **Single/Double/ Shared Accommodation Unit** means a furnished room as per schedule

- c) **Home** means the shelter for senior citizen which has been set up and is managed and operated by the Trustee of Bhagwatidevi Nandlal Agrawal Charitable Trust Plot No.4, Tringalwadi Dam Road, Pardevi Village, Tal. Iagtpuri, Dist- Nashik- 422402 constructed on 1 acres of land approx or there abouts comprising, interalia, a three 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 home and Accommodation there off
- d. **Trust** means Bhagwatidevi Nandlal Agrawal Charitable Trust registered under Bombay Public Trust Act, 1950, vide Registration numbers as mentioned above.
- e. **Trustees** mean members of Bhagwatidevi Nandlal Agrawal Charitable Trust for the time being and from time to time of the trust.
- f. **Unit** means the Single Accommodation Unit / Double Accommodation Unit / Shared Accommodation provided by the Trustees to the Resident at the Home, upon and subject to terms and conditions here in after containing.
- g. **Resident** means the senior person staying in Nand-niwas as per rules.

#### **A reference to**

- a. Artical use 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 here by grant to the resident the right to use and occupy the unit more particularly described in the schedule here to at the Home for the period not more than three year 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 into, over on upon the units, other than bare right to use and occupy the unit always upon and subject to the terms and conditions here in after contained.
5. Simultaneously with execution of this agreement, the resident has to deposit an amount fixed by trust with Trustees by any banking mode, 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 here in after provided.

**Medical Facilities:-**

1. The management shall provide the basic medical facilities including routine medical check up periodically and as per requirement of the residents. However the resident will be charged for the use of medical facilities.
2. Should the resident, in the opinion of the Trustees and/or the medical practitioner at the Medical centre, 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 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 shortfall, the resident undertakes to make good the deficit within 7 days of being so required by the trustees.
3. 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 shortfall, 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, and all 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/her self with the required decorum and dignity. He/she shall not in any circumstances mis-behave 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.

**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 contact details given 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 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 thereto shall be deducted by the Trustees from the deposit and the Trustees are here by 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 there by irrevocably empowers and authorized the Trustees to do so.
4. The deposit of any balance there of 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 what so ever, 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 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, 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. Trustees, Directors, employees, other residents/ members, etc. will not be liable for any physical or monetary loss or damage to the Resident and the Resident's relative or guardian will not hold the Trustees, Directors, management, employees, etc. liable in any manner whatsoever.

**TERMINATIONS:-**

This agreement shall terminate:

1. Upon 30 (thirty) days written notice by the Resident to the Trustees without being required to as sign 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 mention there of the Resident shall hand over to the Trustees vacant charge of the unit and all the fixture sand fittings here in and remove all his belongzings Trustees shall hand over to the resident the balance, in any of the deposit after deducting all amount 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 in effective to the extent of such in validity or unenforceability, without affecting in any manner there maining provisions here of, 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 here to on the subject matter here of and cancels and supersedes all prior agreements, arrangements of undertakings, oral or written, between the parties hereto on the subject matter here of. 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

**Authorised person by Truste**

Name.....designation..... signature.....

Signed by the above named in the Presence of

1. Name.....

Signature