

# AGREEMENT

To be declared on non-judicial ₹10 stamp paper  
and submitted along with application form



This Agreement is executed on this day of \_\_\_\_\_ 20 \_\_\_\_\_ BETWEEN

Radhakishan Rukmanidevi Poddar Charitable Trust having its registered office at 176 JL Bajaj Street, Kolkata 700007

through its Chairman/Secretary/Trustee Shri/Smt \_\_\_\_\_

(Hereinafter called the Trust/Home/Owner/Rukmani Amar Aangan/RAA) AND Shri/Smt/Km \_\_\_\_\_

\_\_\_\_\_ son/wife/daughter of \_\_\_\_\_

\_\_\_\_\_ Resident of \_\_\_\_\_

\_\_\_\_\_ (Hereinafter called the Resident) The term Trust and

Resident unless repugnant to their respective context, shall include their respective assigns, representatives in interest,  
legal heirs etc.

WHEREAS the Trust is a Welfare and Charitable Trust and has built a Senior Citizen Home known as **Rukmani Amar Aangan** at Dhakshini Projects, Khariberia Bus Stop, PS Bishnupur, South 24 Parganas, West Bengal 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.

WHEREAS, the Senior Citizen Home located at \_\_\_\_\_

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—

RUKMANI AMAR AANGAN (collectively referred to as RUKMANI AMAR AANGAN) which said application, the Trust has accepted on the basis of the declarations made by the Resident believing the same to be true.

## TERMS OF AGREEMENT

This Agreement shall be effective as of the date set forth on the signature page and remain in effect until terminated by either the Resident or the Trust as provided below.

- 1 The Resident, or Responsible Party on behalf of the Resident, may terminate this Agreement with 60 days written notice to the Trust.
- 2 The Trust may, in accordance with applicable Resident's Rights, terminate this Agreement and transfer or discharge the Resident after written notice to the Resident or Responsible Party for any of the following reasons:
  - A The transfer or discharge is necessary for the Resident's welfare and The Resident's needs cannot be met in the facility.
  - B The safety of individuals in the facility is endangered.



- 3 The health of individuals in the facility would otherwise be endangered.
- 4 The Resident/Responsible Party has failed, after reasonable and appropriate notice, to pay for the Resident's stay at the facility and/or the costs and expenses incurred on behalf of the Resident at the facility.
- 5 The facility where the Resident resides ceases to operate, for any reason.
- 6 The Resident is found to be suffering from an incurable disease.
- 7 For any other reasons as may be considered fit by the Board of Trustees for termination of the Agreement.

## **ADMISSION TO RAA**

Upon admission and on a regular basis thereafter, the Resident will be medically, physically, mentally and psychosocially assessed by the Home's Medical Staff assuring that the Resident continues to fulfil the qualifications for admission to the Home.

## **FACILITIES**

The Resident has inspected the Home and is satisfied with the facilities provided by the Trust. The Trust shall make efforts to continue the existing facilities but the Resident shall not complain in case such facilities cannot be provided for reasons beyond the control of the Trust. That the allotment of rooms to the Resident would not give him/her any right, title or interest in the room so as to occupy it forever at his/her pleasure. The occupation of the Resident shall be purely as a licensee that may be terminated at any time without prior notice and without assigning any reason whatsoever.

## **ENTRANCE FEE**

Contemporaneous with the execution of this Agreement, the Resident/Responsible Party has paid to the Trust the sum of ₹40,000 as a one time Entrance Fee. This will be adjusted towards the monthly maintenance consideration on successful completion of 12 months stay period.

## **MONTHLY MAINTENANCE FEES**

	Single Occupancy	Double Occupancy
A/C Room	₹18,000	₹27,000
Non A/C Room	₹17,000	₹26,000

The Resident/Responsible Party agrees to pay the maintenance fees within the first 5 days of the month, making each payment one month in advance as per the schedule enclosed. It is understood by the Resident that the Trust may increase the monthly charges by reason of change in the cost of maintenance and other expenses incidental to the operation of the Home. Such increased charges shall be made at the sole discretion of the Home. The Resident also agrees to pay all such increased charges. However, the home will use its best efforts to limit adjustments to a once-a-year basis. Increase in the maintenance shall be effective not less than 60 (sixty) days after notice is given to the Resident/Responsible Party except in the event such adjustment is necessitated by statutory costs in which case the adjustment shall be effective immediately.

## **SECURITY DEPOSIT**

Single Occupancy	Double Occupancy
₹3,00,000	₹5,00,000

Fully refundable without interest after deducting any dues payable as per above schedule





## **ORIENTATION PERIOD**

The Resident's occupancy will include an orientation period of 3 (three) months, during which period the Home shall have the right to terminate said residency in the Home, in which event the Home shall refund to the Resident all of the Entrance Fee and Security Deposit made by the Resident, less any charges owed by the Resident.

In case the residency is terminated by the Resident within the orientation period, the Entrance Fee will be forfeited, however the Security Deposit will remain fully refundable.

## **DEATH OF RESIDENT**

Except as noted here below, if the Resident dies during the orientation period in the Home, the Home shall refund to the Resident's claimant legally entitled thereto on the basis of succession or probate 75% of the amount of the Entrance Fee made by the Resident, less any charges owed by the Resident. In the unfortunate event of the death of the resident, efforts will be made by the Trust to contact his/her next of kin as soon as possible on the telephone and at the address available in the office records. In case the next of kin fails to satisfactorily respond in a timely manner or fails to take possession of the body within 8 hours of the demise, the funeral rites will be performed by RAA in such a manner as may be deemed appropriate. Even in the event of failure to contact the next of kin owing to any reason whatsoever beyond the control of RAA, the above action will be taken only after 8 hours. No complaint or grievance whatsoever regarding the medical treatment or alleged negligence of any sort and/or regarding the disposal of the body shall be entertained.

## **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 months. In case of the applicant's death, the Security Deposit will be refunded to the nominee of the deceased person. This is subject to completion of legal formalities and full settlement of any dues by cheque only. If the applicant has not stayed at all, then 100% refund shall be made, provided such intention of withdrawal is intimated in writing within 30 days of registration. If there is a lapse in time period a deduction of 2.5% shall be made from the Security Deposit.

## **VALUABLE PERSONAL PROPERTY**

The Resident shall not be allowed to keep or bring any valuable property in the Home except everyday personal use items like spectacles, walking stick etc. No claim by the Resident or any person claiming loss through him/her shall be entertained.

## **PROVISION OF CARE**

Unless modified by a supplemental agreement for limited service, RAA agrees to provide the Resident, after admission, with regular care, in health, in sickness and in the helplessness and distress of older age, including (1) room, (2) four nutritionally balanced meals daily for every calendar day of the year, and (3) in-house medical care by the physician employed/approved by the Home. Such care shall be furnished to the Resident by RAA so long as the Resident lives in the Home. The foregoing services shall be deemed satisfied by RAA if reasonable care and attention is devoted to the accomplishment of the same and shall be excused from failure to provide said services if occasioned by strikes, accidents, acts of God or other causes beyond its control. If such an event should occur, RAA shall make reasonable efforts to secure alternate services. The Resident shall furnish all necessary clothing. The Resident may, at the Resident's expense for direct and indirect services, procure attention from a physician of the Resident's own choice (other than those furnished by the Home) provided the provider or other physician is approved by the Home's CEO. The cost of such medical attention shall be borne by the Resident. If any external medical services like hospitalisation etc are provided, the entire cost of the same shall be borne by the Resident.





## **SURVIVORSHIP**

If this contract is signed by two Residents who are husband and wife, it is understood: (a) That the Entrance Contribution made hereunder is intended to cover both residents; (b) That upon the death of one Resident at any time, all rights hereunder shall vest in the surviving Resident to the same extent as if such surviving Resident had been the sole Resident and (c) 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.

## **TIMELY PAYMENT OF SERVICE FEES**

If the Resident/Responsible Party fails to make any of the Service Fee payments 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 that 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.

## **LIQUIDATION OF ASSETS**

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 Fee, 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 authorises the Home to sell such assets for which a separate power of attorney shall be executed.

## **RULES OF THE HOME AND RESIDENT CONDUCT**

Residency at the Home is a privilege extended to those who qualify for admission. The Resident recognises that the residency in the Home, in order to be a pleasant and fulfilling experience for all concerned, requires compatibility on the part of each Resident with the other Residents of the Home, and with the Staff, and with its aims and purposes. Residents agree to comply strictly with all rules that may, from time to time hereafter, be enacted or amended by the Home. The Resident agrees to respect the rights of other Residents and to conduct himself/herself in such a manner as to not disturb the peace and harmony of other Residents in the Home. The necessity of such compatibility between the Residents and Staff of the Trust is acknowledged by submission of an application to the Home. The Resident pledges and agrees that cheerful compliance with such conduct is a condition to the commencement of and continued residence in the Trust. The Home may terminate the Resident's Agreement following a fair hearing if the Resident's presence creates a disturbing or incompatible situation that cannot be resolved. The Resident shall have the right and privilege to participate in various activities, as desired, made available and not deemed dangerous or illegal as determined by the CEO and Medical Staff of the Trust and not endangering other Residents of the Trust. The Resident has the right and privilege to have visitors and receive family members and guests at the time fixed for the purposes in the visitor's room only and during normal daylight and evening hours..

## **COMPLIANCE WITH LAWS**

The Resident agrees to conduct himself/herself in strict compliance with any and all Central, State and/or local laws and regulations while either on or off the premises of the Home.



## MAINTENANCE OF ELIGIBILITY

The Resident at all times shall 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 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 information furnished by the Resident and also relying upon the representations, agreements and undertaking 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 contracts any infectious or communicable disease and it is decided 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.

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Date

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Signature of applicant

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Signature of guarantor

### **RUKMANI AMAR AANGAN**

Dhakshini Project, Village—Khariberia, PO & PS—Bishnupur  
Diamond Harbour Road (South 24 Parganas), West Bengal

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