

A G R E E M E N T

THIS INSTRUMENT INDENTURE made this the day of Two Thousand (20) **BETWEEN SUNDARBAN NIRMAL PARIBESH MISSION (SNPM)** [A Registered Charitable Trust], having its authorised Office at 1/2, Sree Colony, P.O. - Regent Estate, Kolkata - 700 092, site at - **SHRADDHA** (Paradise for Senior Citizens), Vill.- Chunaripota, Muragachha, P.O. - Kalikapur, P.S. - Sonarpur, Dist. - South 24 Pgs., West Bengal, being represented through it's Chairman/Working Chairman/General Secretary/Joint Secretary : Mr./Mrs./Miss.
.....
.....
hereinafter called and referred to as the "**SHRINERY/PARTY OF THE FIRST PART**" (which term expression unless excluded by its inconsistency / incompatibility to the context shall be deemed to mean include successors in office, legal entity holder, lawful administrator and authorised signatories) in the **ONE PART**.

A N D

MR./MRS./MISSson/daughter
/wife of by faith -
....., by occupation -, of
..... aged about
years, hereinafter called and referred to as the "**INMATE/PARTY
OF THE SECOND PARAT**" (which term expression unless excluded
by or repugnant to the context shall be deemed to mean and
include his/her nominee/heirs/successors/lawful representatives
and assigns) of the **OTHER PART / PAROLE**.

AND WHEREAS the **SHRINER** offers senior citizens
irrespective of cast, creed, gender, colour or community to avail of
the opportunity to Live with comfort, happiness and enjoy a
wholesome environment and homelike atmosphere together with
board and the facilities of Medical check up, recreation and
amusement with careful attention to the needs of daily life so as to
ensure as for as possible well being and fullness of life.

AND WHEREAS the Party of the First Part has selected some
norms rules and regulations for maintaining the smooth running of
the "Home". **SHRADDHA** at Vill. Chunaripota, Muragachha, P.O. -
Kalikapur, P.S. - Sonarpur, Dist. - South 24 Parganas, West
Bengal. The Party of First Part has also imposed some terms and
conditions on the inmates in order to avoid unpleasantness which
may disrupt the peaceful and orderly running of the Home.

AND WHEREAS the Party of the Second Part voluntarily and
willingly accepts the proposal of the Party of the First Part with a
view to avail of the opportunity and offer extended by the Party of
the First Part and also undertakes to abide by the following terms
and conditions and strictly observe the under mentioned rules and
regulations for the common benefit of all inmates as well as the
party of the First Part.

AND WHEREAS the Party of the Second Part firmly believes that his / her willing co-operation will help the party of the First Part to provide him / her with good accommodation, administration, facilities and comfort and that the relationship and behaviour between the party of the First Part and Party of the Second Part will be such an example to the country that it will encourage others to form and run such homes.

TERMS AND CONDITIONS

01. I, the undersigned Party of the Second Part, am a senior citizen(s) and I belong to a respectable and reputed family.
02. I, am satisfied with the location, accommodation, atmosphere, all the internal systems and administration including the menus to be served to the inmates of this Home and believe that I shall get all the facilities and care which I need from the authorities of the Home.
03. (a) I, hereby agree to pay a sum of Rs..... Lacks as advance of security deposit for the single beded room (approx. 150 sq.ft.) within 31st Oct' 2018 and the balance amount of Rs..... Lacks (total Rs..... Lacks as security deposit) will be paid by me within 30th Nov' 2018 by Cheque / Draft in favour of **SUNDARBAN NIRMAL PARIBESH MISSION**. I also agree to start staying in the single beded room as boarder within 2018-2019, at the Old Age Home.

OR

- (b) I hereby agree to pay a sum of Rs..... Lacks as advance of security deposit for the double beded room, (approx.250sq.ft.) within 31st Oct' 2018 and the balance amount of Rs..... Lacks (total Rs..... Lacks as security deposit) will be paid by me within 30th Nov' 2018 by Cheque / Draft in favour of **SUNDARBAN NIRMAL PARIBESH MISSION**. I also agree to start staying in the double beded room as boarder within 2018-2019, at the Old Age Home.

OR

(c) I hereby agree to pay a sum of Rs..... Lacs as advance of security deposit for the single bedded room (approx.150 sq.ft.) within 31st Oct' 2018 and the balance amount of Rs..... Lacs [total Rs..... Lacs as one time security deposit, where I need not to pay monthly charges (fooding.....&.. lodging).....Rs. (Rupees

Thousand only) per month through out my life stay at **SHRADDHA**] will be paid by me within 30th Nov' 2018 by Cheque / Draft in favour of **SUNDARBAN NIRMAL PARIBESH MISSION**. I am also agree to start staying in the single bedded room as boarder within 2018-2019, at the Old Age Home.

04. I am years old.

05. (a) **Caution Money:**

I am agreeable to pay a sum of Rs..... (Rupees) only as caution money in advance towards hospitalisation expenditure, maintenance of Old Age Home items which will be utilised by me. The caution money will be return without interest if nothing untoward incident happen to me or by me in case of my withdrawal from the Old Age Home.

(b) In the event of failure by the Second Part and whenever required either my nominees or son / daughter or sponsor shall especially empower the party of the First Part in writing to pay my Hospital / Nursing Home expenses out of my caution money. This amount will be reimbursed within 7 days by me.

06. (a) I am agreeable to pay a sum of Rs..... (Rupees Thousand) per month in advance for 3 (three) months towards monthly charges (fooding & lodging) for myself at the SHRADDHA.

(b) That the rate for monthly charges (fooding & lodging) may be revised every period of one successive year and shall be liable to pay the monthly charges (fooding &

lodging) at the revised rate after enhancement.

- I Each boarder irrespective of single / double beded room has to pay a sum of Rs. (Rupees..... Thousand). per month in advance towards monthly charges (fooding & lodging).
07. I shall bring my belongings like clothes/night ware, shoes, sandals, perfumes, nail cutter, necessities for purposes of worship and other essential terms which I need as routine requirements for my own use.
 08. I hereby affirm and assure that I shall pay the necessary fee or charges incase I use and enjoy instrumental programmes as time sharing Cyber Cafe (Internet Services) etc.
 09. Expenditure for Air-Conditioner and other electrical appliances should be borne by the boarders.
 10. Consultation fees for the specialist doctors should be borne by the boarders.
 11. I undertake to bear the cost for use of wheel chair facility if is found necessary (according to the advise of the Doctor or according to my physical conditions). I am also bound to pay necessary fees if I need a personal attendant for whole / part time.
 12. That out of total amount of my security deposit in the name of **SUNDARBAN NIRMAL PARIBESH MISSION** the party of the First Part, 60% shall be refunded without interest and the said amount shall be paid to me by Cheque within 12 months of my notice of termination provided that my total period of stay in the Home is a minimum of 3 years from the date of my admission / agreement. And in case of my demise the amount 60% of the security deposit without interest shall be refunded to my nominee within 12 months of my death.
 13. In case of my withdrawal before 3 years have elapsed the security deposit will be refunded only after a period of 3 years from the date of agreement.
 14. The authority of the SHRADDHA the senior citizens' Home shall make necessary arrangements and install electrical /

electronic instruments / machines / and playing equipments with ground and places for the recreation and amusement of the inmate(s) of the home.

15. (a) Regarding absence from the Home no inmate shall be permitted to stay outside the Home without permission of the authority of the senior citizen's home SHRADDHA COMMITTEE. The inmate may be permitted to stay outside provided he / she gives a letter to this effect. But the home committee will not be responsible for the safety, security and health of the inmate during the period of her / his absence from the home.
 - (b) After informing the authorities, inmates can go out of the home for short visits to the Bank, House of relatives and friends etc, by entering in the movement register.
 - (c) If the absence period happen to be more than **30 (thirty)** days continuously with the permission of the Home Authority, then the absentee inmate / Boarder may claim for only food charges for that absent period from the Home Authority.
16. The home shall provide medical facilities like monthly check-up, blood pressure, basic pathological tests if advised by the empanelled Doctor of the Home.
 17. Typical meals - morning tea, breakfast, lunch, afternoon tea and dinner shall be provided by the home. Chinese / Indian / Western cuisine will be available if prior notice is given. Guest charge is according to the rate fixed by the home. Filtered drinking water shall be supplied to the inmates. Laundry facilities will be provided by the home service with charges.

The party of the Second Part agrees to the above mentioned points and the terms & conditions of the home.

The parties of the First and Second Part after going through the contents and understanding the full meaning hereof have voluntarily put their respective hands and execute this registration on the day, month and year first written above.

SIGNED, SEALED AND DELIVERED

in PRESENCE OF WITNESSES :-

1.

SIGNATURE OF THE FIRST PART

NAME :

2.

SIGNATURE OF THE SECOND PART

NAME :