



Under Shree Krishna Trust

AGREEMENT

Agreements with Shree Krishna Sevashram.

(To be declared on non judicial Rs.10 stamp paper and submitted along with registration form).

This Agreement is executed on his day of.....between Shree Krishna Sevashram under Shree Krishna Trust having it's office at C-113 Ullaskar Dutta Sarani, Near Para Medical College office Building, Sec-2 A, Bidhannagar, Durgapur-12, W.B., India. through it's President/ Vice President /Secretary Sri /Smt./Km.....
.....(Hereinafter called the Trust /Home/Owner/ShreeKrishna Sevashram /SKS.)and Shri /Smt./Km.....
.....son/daughter/wife 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.

1. TERMS AND CONDITIONS OF AGREEMENT:

The terms and conditions will be effective as of the date set forth on the signature page and remain in effect until terminated by either the inmate or Trust provided under:

- A.** The inmates or any person who will take the responsibility on behalf of inmate may terminate this agreement with 60 days prior written notice to the trust.
- B.** The Trust of the home may, in accordance with applicable boarder's rights, this agreement can be terminated or transferred or discharged by the Trust after written notice to the boarder or any responsible party on behalf the boarder for any of the following reasons:
 - i).** The discharge or transfer is necessary for the boarder's needs and boarder's welfare which can not be met in the facility.
 - ii).** The safety of individuals in the facility is endangered .
- C.** When the facility can no longer meet the resident's need as documented by the resident's physician in the resident's medical records prior to the transfer / discharge.
- D.** When the health and safety of the inmates, other inmates or any staff is endangered as documented by a physician in the resident's medical record.
- E.** When the resident or his/ her responsible party has failed, after reasonable and appropriate notice, to pay for the boarder's stay as well as his expenditure at the facility.
- F.** In case the facility where the resident resides stops functioning for any unavoidable reason.
- G.** For any other reason which is considered fit and necessary by the Governing body of the Trust for termination of the agreement.

2. NECESSARY EXPENDITURE FOR THE RESIDENTS:

ADMISSION FEES: For an admission in S.K.S. Rs. Twenty thousand is to be paid by the applicant.

Monthly Maintenance Fees: While staying at S.K.S., the resident or responsible party is required to pay monthly maintenance fees within the first 7 days of the month for the use of all services and facilities. Making each payment one month in advance is necessary. For inmates who want to live in the Home charges are as follows :

Rs.14000 /- per month for Single occupancy in Super Deluxe Room

Rs.12,000 /- per month for Double occupancy in Super Deluxe Room.

Rs.9000 /- per month for dormitory.

Residents should be aware if the cost of living/ maintenance and other sundry expenses increases, Trust may revise the monthly charges. Residents should agree to pay any such increased fees/ charges. However Trust will not increase or revise such fees off and on, it will be implemented once in a year if required with prior notice of 60 days. Security Deposit: This security deposit money has to be paid by the resident before taking admission one time only, out of which 80% of Security deposit money (cheque) is refundable without interest after deducting the amount which are pending with the Trust.

MONTHLY CONTRIBUTION :

·Pay an amount as applicable below as Monthly Contribution on account of Food, Service, Amenities, Facilities, Repair & Maintenance and other Sundry expenses.

·Electric Bill (for A.C, Geysers, Induction, & Microwave Oven) is to be paid for Individuals Meter Box (actual).

·Amount has to be paid in advance on 10th of every month.

CHARGES:

ROOM TYPE	MONTHLY CHARGES/ HEAD	ADMISSION FEES / HEAD	SECURITY DEPOSIT / HEAD	REFUNDABLE
Super Deluxe Single-	14000 /-	10000 /-	3 Lakhs	80% (OF SECURITY DEPOSIT)
Super Deluxe Double-	12,000 /-	10000 /-	3 Lakhs	80% (OF SECURITY DEPOSIT)
Deluxe 3 Bedded -	9000 /-	10000 /-	3 Lakhs	80% (OF SECURITY DEPOSIT)

****OPPORTUNITY ON NEW REGISTRATION:**

*** SECURITY DEPOSIT MONEY WILL BE EXEMPTED FOR FIRST 20 BOARDERS. ONCE, 20 INMATES ADMISSION WILL BE OVER, THEN THIS SPECIAL OPPORTUNITY WILL NOT BE AVAILABLE.**

*** SIX MONTHS ADVANCE MONTHLY CHARGES WILL BE CONSIDERED AS SECURITY DEPOSIT MONEY WHICH WILL BE RETURN OR ADJUSTED AFTER END OF BOARDING PERIOD WITHOUT INTEREST.**

PAYMENT IN TIME:

Resident or any responsible person of the resident has to pay to the home in time i.e. within the first 7 days of the month. If resident or the party fails to make the payment in time within 30 days of notification the Trust may give a written notice to the Resident or responsible party his/ her agreement with the Trust is liable to be cancelled within 30 days of issuing the notice / some fines of 2% will be imposed which is to be paid as along with the next payment.

3. ADMISSION INTO “SHREE KRISHNA SEVASHRAM”:

All the residents should be mentally fit which is to be assessed by the Old home recommended medical staff on or before admission. Residents with infectious/ contagious diseases will be carefully scrutinized by the Governing body before admission.

4. FACILITIES TO THE RESIDENTS:

In Shree Krishna Sevashram we are providing beautiful, comfortable and secure homes to the elderly people .But, at the same time residents should have responsibility to keep their home well maintained and healthy. Shree Krishna Sevashram Old Age Home or elderly care centre is a home in true sense. It provides healthy and nutritious food, hygienic accommodation and periodic medical check-up with reasonable charge for all the inmates. For mental peace and physical fitness Yoga classes are organized. There are well trained helping staffs, who selflessly take care of the members and their needs. This ABODE or OLD AGE HOME is especially been made for them who are not getting proper value from their family members which they deserves. We also take the inmates to occasional shopping trips, periodical festival tours, short amusement trips etc. Usually, Trust of the home will try to continue providing above mentioned existing services/ facilities to the inmates their label best , but incase the situation is beyond the control of the Trust due to any unavoidable circumstances ,Trust cannot be held responsible. In that case no complaint or grievances will be entertained by the trust. For internal adjustments like allotment of room this could not be “TAKEN FOR GRANTED” that once a resident occupies , there will be no shifting or no change etc. Time to time Trust may change if it is badly required and more over regarding any “IN HOUSE” rules of the Trust is final.

5. PROVISION OF CARE:

Trust agrees to residents with regular care in health, in sickness, helplessness or distress arising out of Old age as far as possible. In case of sudden illness of the resident immediate attention to be given for medical treatment. The party of the resident will be intimated of the situation at the earliest, however the cost of the medical treatment will be borne by the resident/ party.

6. HOME RULES AND CONDUCT OF THE RESIDENTS:

Residency at the home is extended to them who qualify for admission.The inmates requires the compatibility on the part of each resident with other inmates of the home and with the staff of the home. They should realize that the home is a pleasant place for living together.Untoward incidents creating disturbance in smooth functioning of the home should be avoided.Strict adherence to the rules of the home or any other rule/ system as enforced by the Governing body from time to time is to be followed.The resident agrees to respect the rights of other residents , he /she should not behave in such a manner as to disturb the peace or harmony in the home.In case of any grievance or complaint against any staff or any other resident should be intimated to the Trust.In no circumstances the resident should resort to any violence.The trust will try to resolve the issue after giving patient hearing to both the complainant and accused.If situations so arises, that it can not be resolved peacefully, the management have full right to cancell the agreement with the person.The inmates shall have the rights and privilage to participate in various activites, as desire,and made available to them.However any activity which is deemed dangerous or illegal as determind by the Trust or medical advisor of the Trust will not be entertained.The residents have the right and privilage and receive the family members/ guest at the time fixed for this purpose by the home.

7. VALUABLE PROPERTY:

Any kind of valuable property is not generally allowed to be kept, however if at all the resident wants to keep, it will be under his personal custody. In case of missing of this item the management will not be held responsible.

8. WITHDRAWAL FROM THE HOME:

Under no circumstances the Security deposit money held by the management can be used towards personal expenditure or medical treatment/ hospitalization of the resident. The security deposit money will not carry any interest and is refundable as per following conditions.

A. 80% of the security deposit is refundable on death of the inmate(irrespective of period of stay at Home)to the nominee as appearing in the application form after one month from the date of death.

B. In the event of leaving home on his/her own choice after completing full one year stay,80% of the security deposit amount will be refunded to the resident after one month of leaving Home.

C. In the event of resident leaving home on his/ her own choice before completing 1 year 78% of the security deposit amount will be refunded to the resident after one month of leaving Home.

D. In the event of resident being asked to leave the home by the management for any act of misconduct or any other criminal activity detrimental to the safety of the other inmates 75% of the security deposit amount will be refunded to the resident after one month of leaving Home.

E. In all these cases any unpaid dues of the resident will be adjusted from the refundable amount.

F. If the applicant has not stayed at all, then 100% refund shall be made, provided such intention of withdrawal intimating of writing within 30 days of registration. If there is lapse in time period a deduction of 2% shall be made from the security deposit.

G. If, at any point of time during the tenure of stay in SKS. if any boarder is unable to pay in their monthly charges as mentioned and if 50% of security deposit has been squared up, then his contact may be terminated by the trust and the responsibility will be on the Nominee/ Guarantor for the boarder / inmates on the circumstance .

H. In case any inmates is unable to bear the expenditure of hospitalization , SKS reserves the right to pay any medical and hospital bill from the security deposit money of the particular inmates. This amount should be reimbursed immediately by the inmate otherwise SKS reserves the right to forfeit the due amount from the refundable security deposit of the resident.

9. MAINTENANCE OF ELIGIBILITY: Resident should always keep in mind that his/ her eligibility for admission into the home is on going process, it is not that, once resident is registered in and started staying at home means his/ her eligibility for admission is no more required. Also, we would like to state that resident's name can be any time terminated or cancelled by the Trust for giving wrong or misleading statement. **10. ORIENTATION PERIOD:** The residents who will be selected will have to undergo an orientation period of three month. During this period the Trust have the right to terminate the residency if essential . In this case the home shall refund the resident all the entrance fee and security deposit minus any charges owned by the resident. When the residency is terminated by the boarder within this period ,the entrance fee will be forfeited but the security deposit will be refunded.

11. SURVIVORSHIP:

If the agreement is made by two resident who are husband and wife they will be allotted a separate room as per their choice. They have to abide by the rules and regulation of the home

as stipulated. In case of death of one member the surviving resident may stay in the home as per his/ her wish. The rules and regulation will be applicable to the resident as per existing rule of the home.

12. COMPLAINT 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.

13. DEATH AND FUNERAL OF THE INMATES:

Although this an unfortunate event of death of any inmate in the home but no one knows about when death comes for anybody, so if death occurs for any inmates in the premises the trust/management of the home will inform his/ her son/ daughter/relatives/ guarantor on their contact numbers, address present in home's office record. If it may happens responsible person of inmates unable or fail to contact with us or not turned up in premises to take possession of the body within 8 hours of the demise, the funeral function will be held by the SKS. in such a way as may be deemed appropriate. Even in the event of failure to contact with inmate's son/ daughter/relatives/ guarantor for any such reason which is beyond the control of trust, the above mentioned action will be taken after 8 hours only. In this regard no action or grievances will be entertained.

Date:.....

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Signature of applicant

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Signature of guarantor