



VATHSALYA SEVA TRUST (Regd)

Sheshadri Nagar, Tellar Road, Karkala - 574 104
(Karnataka State – INDIA)

Ph: 9743534101, 9844879941 E-mail : vathsalya123@yahoo.com

RULES & REGULATIONS

ADMISSION :

1. The Home is open to all, irrespective of caste, creed or religion subject to the age requirement stipulated below :
2. The applicant seeking admission must be able to take all necessary care of his/her daily routine such as taking bath, visiting the toilet and attending to his/her toilet needs by himself/herself changing his/her clothes and finally, going to the dining hall without any external aid or assistance.
3. The age for admission of an applicant is 60 years and above. Proof of age may be requested and if necessary shall be provided.
4. Application for admission to the Home shall be made in the prescribed form, copies of which can be obtained from Administrator on written request and on payment of the prescribed fees of Rs. 150/- in cash. All applicants are required to produce a signed medical statement, in terms of Form B.
5. Admissions shall take place every week from Monday to Friday between 10:00 a.m. to 12.00 Noon and 2.00 p.m. to 6.00 p.m.
6. At the time of admission, full name, address and telephone numbers and consent letter (as per attached format) from the next of kin agreeing to take responsibility of the resident in the event of death, must be furnished by the applicant.
7. The Application duly filled up and complete in all respects must reach the administrator, ordinarily at least one week before the date on which admission is requested by the applicant. Applications for admission will be registered in the order of receipt in the office. Application for admission shall be accompanied by two copies of recent passport size photograph of the applicant.
8. The Screening Committee of Vathsalya Seva Trust (R.) will decide upon the admission on the basis of the physical and mental condition of the applicant at the time of interview. A further medical check-up may be requested, if and when found necessary.

9. The decision of the Screening Committee as concerns the acceptance or rejection of any application for admission shall be final, conclusive and binding and shall not be open to any question whatsoever. No reasons may be attributed for rejecting an application. The decision shall be notified by the Administrator or Authorised person to the applicant in writing.
10. Every selected applicant shall execute an agreement with the Trustees of Vathsalya Seva Trust, setting out the terms, conditions and regulations governing their stay at the Home (“the Agreement”). The agreement shall be in the prescribed form on a stamp paper of Rs. 200/- (Rupees Two Hundred). Admission is conditional upon the selected applicants entering into and signing the agreement. He shall Pay to the Trustees a non refundable Deposit of Rs. by crossed Demand Draft drawn in favour of Vathsalya Seva Trust (R.) for Senior Citizens” as usable by the Trustees in the manner set out in the agreement. These Rules constitute an integral part of the Agreement and shall be strictly complied with by the selected applicant at all times during his/her stay at the Home.

GRANT OF FACILITIES :

11. The residents will be granted accommodation at “Vathsalya Seva Trust” (R.) at the Home either in a furnished Single Accommodation Unit or in a Double Accommodation Unit with attached bath and toilet facilities.
12. Residents who come in as a couple shall be entitled to a Double Accommodation Unit. Allocation of Accommodation Units to the residents shall be at the sole and absolute discretion of the Trustees and their decision in this regard shall be final and conclusive.
13. The trustees shall be entitled to shift a resident from one Accommodation Unit to another, if considered necessary or desirable. No objection shall be raised by a resident who is required to be shifted in this regard.

STAY AT THE HOME :

14. Every resident shall bring with him / her all his / her personal necessities like toothbrush, cosmetics, toiletries, clothes and prescribed medicines.
15. No resident should bring with him / her in the Home or the Unit allotted to him / her any valuables / precious articles. If he/she does, it shall be at his/ her own risk as to all consequences including theft or loss.
16. Every resident shall keep and look after his/her belongings and the authorities shall in no way be responsible for any damage or loss of the same.

MEALS AND MEAL TIMINGS :

17. No meals or breakfast shall be served in the Units. Every resident shall have to go to the dining room for all meals and breakfast. No special meals will be served except on medical grounds certified by the Medical Practitioner of the Home. Meals will be strictly vegetarian. No non vegetarian items of food shall be brought into the Home or the Units.
18. The daily timings of food shall be as follows unless otherwise notified separately-
 - a. Breakfast : 07.30 AM to 8.30 AM
 - b. Lunch : 12.30 Noon to 1.30 PM
 - c. Tea : 04.00 PM to 5.00 PM
 - b. Dinner : 07.30 PM to 8.30 PM
19. Supervision of the mess and fixing of the weekly menu of breakfast and meals shall be done by the Administrator in consultation with the Trustees.
20. No resident shall in any circumstances enter the kitchen to take part in the serving or interfere with the normal functions of the kitchen staff.
21. No utensils shall be tampered with or removed from the dining hall and no damage of any kind shall be caused to the fittings or other valuables of the Home by any resident. If any damage is caused by the resident he/she shall be liable to make good such loss.

LEAVING THE PREMISES :

22. No resident shall leave the Home without prior intimation to the Administrator and he/ she is required to provide all details, including name and contact details of the person he/she is living.
23. It is obligatory to enter in the movement register, the name, address, purpose of visit, mode of transport and telephone numbers of the person to be visited by the resident. The keys of the room shall be deposited in the office of the Administrator at all times before the resident leaves the Home even for a short duration.
24. A resident shall leave the Home at his/her risk and should any untoward incident occurs, the management shall not be responsible or liable.
25. Every resident moving out of the Home is expected to return to the Home before 9.00 PM. Any resident who is likely to return later than 9:00 PM shall inform the person at the counter, the expected time of his return which shall be entered in the movement register.

VISITORS :

26. Visitors will be permitted only during specified timings, and enter details of their entry and exit in the log book :
 - a. Between 10.00am to 11.30noon and
 - b. Between 4:00pm to 6.00pm
27. Visitors will not be allowed to stay at Home. However, in exceptional circumstances, visitors may be permitted to stay, if prior written permission has been obtained from the Trustees
Visitors are required to sit in the hall or lobby so as not to disturb other residents in their Units.

GENERAL :

28. If resident has any complaints or suggestions, he/she shall lodge or refer the same to the Administrator and shall not enter into any verbal altercation or physical fight and also litigation or dispute with any person, co-resident, employee or any member of the management / staff.
29. The Trustees shall be entitled in their absolute discretion alter, modify, omit or amend the above Rules and Regulations, without any prior notice and the same shall be binding on the residents.
30. Any indulgence granted to resident for payment of dues or other facilities shall not be considered as creation of any right in favour of any other resident. Such indulgence shall always be without prejudice to right of the Trustees to take appropriate action against such defaulting resident.
31. On discharge of a resident from the Home or on death, articles and effects, if any, not removed by such resident or his designated next of kin from the Unit allotted to him in time shall be shifted from the room and kept in the custody of the Administrator for a period not exceeding two weeks and shall be delivered to resident or a duly authorised nominee / next of kin against a signed receipt there of. If such articles of effects are not taken away by the resident of the next of kin even after the expiry of the time specified above, the Administrator shall be free to deal with or dispose of them in any manner deemed fit without any further notice.
32. It is advisable for the resident to procure a medical Insurance Policy of any recognised insurance company up to lakhs every year and the premium shall be paid by the resident; (Example : Varista Medi-claim for Senior Citizen of National Insurance)
33. Once a resident is admitted he/she to stay for a minimum period of 6 months, However, in case he/she wants to leave the Home on a prior notice of one month, 50% of the deposit paid will be returned only after the completion of 6 months and after deducting all the dues payable to the Old Age Home. No refund of deposit, either fully or partly when stay exceeds 6 (Six) Months.

THIS AGREEMENT (“Agreement”) is made on this
.....day of201

AMONG

Sri B. Jagadeesh Mallya

Sri B. Rajaram Shenoy

Trustees, for the time being Vathsalya Seva Trust (R.), Seshadri Nagar, Tellar Road, Karkala hereafter, collectively referred to as the “**Trustees**” (which expression shall, unless repugnant to the context or meaning thereof, include the Trustees or Trustee for the time being and the survivors or survivor of them) of the One Part

AND

[.....], 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

- (A) The Trustees are in Management and control of Vathsalya Seva Trust for Senior Citizens which is situated at (hereafter referred to as the “Home”);
- (B) A Senior citizen, desirous of availing himself of the residential accommodation and other facilities being offered by the Home, is required to comply with the eligibility stipulated by the Home and shall have completed 60 years of age and should be capable of personally taking care of his daily routine;
- (C) The Resident, being a senior citizen and meeting the eligibility criteria stipulated by the Trustees seeks residential accommodation at the Home;
- (D) The trustees have provided the Resident a copy of the applicable Rules in respect of the residential accommodation at the Home;
- (E) The Resident, has confirmed to the Trustees that he has read and fully understood the Rules;
- (F) 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 -

I. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, except where the context otherwise requires, the following capitalized words and expressions shall have the following meanings :

“**Agreement**” means this Agreement as amended from time to time in accordance with the provisions in that behalf hereunder contained.

“**Double Accommodation Unit**” means a furnished room, with attached bath with two cots, two wardrobe, a desk and a chair.

“**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 General Accommodation Unit Single Accommodation Unit/Double Accommodation Unit and the attendant facilities by the Resident.

“Single Accommodation Unit” means a furnished one bedroom unit, with attached bath with one cot, one wardrobe, a desk and a chair.

“General Accommodation Unit” means, accommodation, is provided in a hall with one Cot and one wardrobe with common Bath room and toilet.

“Trust” means the Vathsalya Seva Trust.

“Trustees” means the Trustees for the time being and from time to time of the Trust.

“Unit” means the General Accommodation Unit Single Accommodation Unit/Double Accommodation Unit provided by the Trustees to the Resident at the Home, upon and subject to the terms and conditions hereinafter containing.

1.2 A reference to :

1.2.1 A recitat, clause or schedule is a reference to a recital, or clause of, or schedule to, this Agreement;

1.2.2 Words importing the singular shall include the plural and vice versa;

1.2.3 The headings in this Agreement are for reference only and do not affect its construction or interpretation.

1.2.4 The recitals and schedule to this Agreement are an integral part of this Agreement.

2. GRANT OF ACCOMMODATION :

2.1 The Trustees hereby grant resident the right to use and occupy the Unit more particularly described in the hereto at the Home for remainder of the lifetime of the resident. unless this Agreement is terminated earlier in accordance with the provisions hereunder contained.

2.2 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 however that the Trustees assume no responsibility whatsoever, and shall not be liable, for any loss of or damage to an such personal belongings of the Resident.

2.3 The Resident 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 the Home.

2.4 The Resident hereby confirms that he/she has no right, title or interest whatsoever in, to over 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 or upon the Unit, other than bare right to use and occupy the Unit always upon and subject to the terms and conditions hereinafter contained.

2.5 Simultaneously with the execution of this Agreement, the Resident has to pay a refundable deposit of Rs. by D.D. The deposit shall be retained by the Trustees during the continuance of this Agreement and no interest shall Accrue to the Resident thereon. The trustees shall be entitled, and are hereby irrevocably empowered and authorised by the Resident, to utilise the deposit as hereinafter provided.

3. Provision of Facilities :

3.1 For fuller use and enjoyment of the residential accommodation provided to the Resident the Trustees shall provide the Resident Tea, Coffee, Breakfast and meals at the times stipulated in the Rules and regulations, Trustees shall 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 to be provided by the Trustees, the Resident shall pay to the Trustees regularly and punctually, on or before the 7th of every English calendar month, a monthly maintenance charge of Rs..... per month or as may be stipulated by the Trustees from time to time on the submission of bills by the Trustees.

3.2 It is hereby clarified that the said amount of Rs..... referred to in Clause 3.1 above is the amount presently estimated by the Trustees to be the cost of the facilities to be provided to the Resident under Clause 3.1; the intention being that the Resident shall pay the actual cost of these facilities for the time being and from time to time and to this end, the Trustees shall be entitled to charge and recover from the Resident any and all increases in the actual cost of providing such facilities. The Resident hereby undertake to pay all such increases as per bill submitted to the Resident.

3.3 On demand at the cost of resident telephone will be provided in the Unit by the Trustees for the exclusive use of the Resident. The Trustees shall also, provide to Resident, cable and internet service should the Resident so desire. A separate electricity meter is installed for every single/ double room on the ground floor of the Building. The Resident may bring into

the Unit at his cost and expense a television, radio, computer, mobile phone and other electrical domestic appliance excluding Hot water geyser and or immersion coils. The Resident shall however pay all charges for the use of telephone, cable and electricity consumed in the Unit as per the reading shown in the meter, not later than the 7th day of every English calendar month as per bills submitted by the Trustees or service provider to the Resident.

4. MEDICAL FACILITIES :

- 4.1 The Trustees shall provide the Resident with basic medical facilities including routine medical checkup every month.
- 4.2 A registered medical practitioner will be made available by the Trustees at “Vathsalya Seva Trust” (R) on particular time daily and for any medical assistance that the Resident may require, who would be accessible on the phone.
- 4.3 Should the Resident, in the opinion of the Trustees and/or the medical practitioner be unable to take the required care of his daily personal routine, the Trustees shall be entitled, and they are hereby irrevocably empowered and authorised by the Resident, to transfer the Resident to any hospital nearby where facilities for specialised medical care is available. All costs and expense in relation to the medical attention provided to the Resident under this clause shall be borne and paid solely by the Resident. Should there be any shortfall the Resident undertake to make good the deficit within 7 days of being so required by the Trustees.
- 4.4 For any medical and surgical related problems which, in the opinion of the Trustees and / or the medical practitioner, warrant the hospitalisation of the resident, the Trustees shall arrange for hospitalization at any nearby hospital. All costs and expenses incurred during or in connection with such hospitalisation shall be paid by the resident. Should there be any shortfall, the Resident undertakes to make good the deficit within 7 days of being so required by the Trustees.

5. OBLIGATIONS OF THE RESIDENT :

- 5.1 The Resident shall use the 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.

- 5.2 The resident shall at all times keep the Unit, as also the surrounding area neat, tidy and clean and shall maintain it in proper order and condition with the exception of reasonable wear and tear.
- 5.3 The Resident shall at all times observe good personal hygiene including bathing regularly and shall be properly attired, wearing clean clothes
- 5.4 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.
- 5.5 The Resident shall at all times conduct himself/herself with the required decorum and dignity. He/she shall not in any circumstances misbehave with the manager or any member or officer of the Home or person employed by the Trustees including the security staff or with any other resident or visitors to the Home. Any misbehaviour 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 or remedies available to the Trustees at law.
- 5.6 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 to this Agreement including, without limitation, the medical facilities referred to above.
- 5.7 The Resident hereby covenants and undertakes that he shall not :-
- a. At any time bring, keep, consume or imbibe in the Unit or at the Home any liquor or other intoxicating drinks, drugs, or other prohibited substances.
 - b. Cook any food in the Unit. The Resident shall however be entitled to keep and use a kettle for boiling water.
 - c. Smoke or keep in the Unit any cigars, cigarettes beedis or any kind of Drugs.
 - d. Gamble or participate in any gambling or wagers of any kind.
 - e. Entrust or assign personal work to any of the employees of the Trust or persons engaged by the Trustees to provide facilities to the Resident.
 - f. Remove any item or article from the kitchen, dining hall, stores or office to the Unit or

elsewhere.

2. DEATH OR DISABILITY :

- 6.1 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.
- 6.2 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 authorised by the Resident, to send the 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 there to shall be paid by the designated next of kin from his assets and the Trustees are hereby irrevocably empowered and authorised by the Resident to do so.
- 6.3 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 authorised by the resident, to bury or cremate the body, depending upon the religious customs of the deceased or the situation prevailing at the time. All costs and charges incurred by the Trustees for or in relation to the burial/ cremation shall be reimbursed by the designated next of kin and the Resident hereby irrevocably empowers and authorises the Trustees to do so.
- 6.4 The deposit or any balance thereof to the credit of the resident at the time of his / her death, after deducting all charges and expenses which time 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.

7 NO CLAIMS :

- 7.1 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 Resident or his / her next of kin any damages, compensation or other sum on any account whatsoever.
- 7.2 The Resident hereby irrevocably authorises and empowers 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. All costs and charges in relation to any such attention or treatment provided to the Resident by the Trustees, shall be borne and paid by the Resident, and the Trustees are hereby irrevocably empowered and authorised by the Resident to deduct the same from the deposit if any lying with the Trustees.

8. TERMINATION :

8.1 This Agreement shall terminate :

- a. Upon 30 days written notice by the Resident to the Trustees without being required to assign any reason.
- b. Upon 30 days written notice by the Trustees to the Resident in the event of the Resident committing a breach of any of 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 misbehaviour which in the sole opinion of the Trustees necessitates his removal from the Unit and the Home.
- c. On the death of the resident, if there is no other surviving spouse living in the Unit with him / her at the time of his / her death.

9. CONSEQUENCES OF TERMINATION :

9.1 On termination of this Agreement for the reasons set out in (a) (b) of Clauses 8.1, the Resident shall hand over to the Trustees vacant charge of the Unit and all the fixtures and fittings therein and remove all his belongings and effects there from and the Trustees shall hand over to the Resident the balance, if any, of the deposit if any after deducting all amounts deduction by them under pursuant to this Agreement.

9.2 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.

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

10. GENERAL :

10.1 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.

10.2 If any provision of this Agreement is invalid or unenforceable or prohibited by law, it shall be treated for all purposes as severed from this Agreement and ineffecting to the extent of such invalidity or non enforceability, without affecting in any manner the remaining provisions hereof, which shall continue to be valid binding.

10.3 This Agreement shall be governed by the Laws of India and shall be subject to the exclusive jurisdiction of the appropriate Courts in the State of Karnataka.

10.4 This Agreement represents the entire agreement between the parties hereto on the subject matter hereof cancels and supersedes all prior agreements, arrangements or undertakings, oral or written, between the parties hereto on the subject matter hereof.

In witness whereof the parties have signed this Agreement the day and year first here in above mentioned.

The Schedule Above Referred to

Here give full details of the Unit allotted to the Resident

Signed by the above named :

Trustees :

Sri B. Jagadeesh Mallya

Sri B. Rajaram Shenoy

In the Presence of

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Signed by the above named :

Resident Mr. / Mrs.

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In the Presence of

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