

EDEN VILLAS
(A Home for the aged managed by M/s. Bharathakshemam, Thrissur)
Aaryampadam, Mundathikode

GENERAL TERMS & CONDITIONS

1. The inmate shall at the time of admission, appoint a nominee (in the prescribed format) , with the photograph, ID & address proof, specimen signature and contact number of the nominee. The above said nominee alone is entitled to receive the amounts due to the inmate in the event of unfortunate death of the inmate. Nomination form is available at the company's office, Thrissur.
2. Units consisting of One sit-out, One living room, One bed-room with attached bath-room, are provided to the inmate-couples on Leave & License basis, initially for **15** years which can be renewed on mutual consent and as per the terms & conditions then prevailing. The license is not transferable at any circumstances by the licensee.
3. In addition to the refundable deposit, each inmate will have to pay every month a compensation which includes food expenses and maintenance charges. The monthly charges for food will be Rs.3,000/- per head for the first month, which will be reviewed on actual basis from next month onwards and Maintenance charges will be Rs.2,000/- per unit which will be reviewed half-yearly. **The mess bill and Maintenance Charges will be computed on calendar month basis.**
4. Charges for food and maintenance for a month should be paid in advance before 7th day of that month.

5. Expenses for toiletries and other personal necessities shall be borne by the inmates.
6. Electricity, water, telephone, Internet and other charges pertaining to each unit, shall be borne by the inmates.
7. No cooking will be permitted inside the unit.
8. In case of default of payments for more than **six months**, the agreement will be cancelled, the inmate will be expelled and the caution deposit (as per eligibility) will be refunded, after recovering the dues (if any), after 90 days from the cancellation of the agreement OR after 3 years of occupation, whichever is later.
9. Medical expenses including hospital charges, other treatment expenses if any, will have to be borne by the inmates. If, for any reason, the same is not paid, it will be adjusted in the caution deposit amount.
10. Charges for food will be shared among all the inmates equally. But if any person wants to go out of Eden Villa continuously for more than 10 days in a calendar month after giving notice in advance, he/she will be entitled for a remission of 33.33% of the monthly food charges. Likewise, if the absence is more than 20 days, the mess bill will be reduced by 66.66% and if the absence is for more than a calendar month, charges for food for the period of absence, will be reduced. This concession is not available for Maintenance Charges.
11. If the period of absence is more than 6 months continuously, the matter is to be informed to the management in writing and special permission is to be obtained. In such cases, the keys of the unit & the identity cards issued, are to be surrendered to the management.
12. The allotted units should be used for residential purpose only.
13. The amounts specified for the allotment of the unit, should be paid at the time of signing the agreement.
14. The inmates are requested to confirm in writing that they have read and understood all the Rules & Regulations and the Terms & Conditions for allotment of the units of the Eden Villa. In case any amendments and additions are made to the existing rules, the same shall be communicated to the inmates in writing and to be complied with by all the inmates.
15. Written documents (from the spouse & children OR the Nominee/near relative) permitting the Management to perform the last rituals of the deceased person would be mandatory and would be obtained at the time of admission. In case of death of the inmate, possible efforts will be made to inform the matter to the nominee/close relatives/legal heirs. If nobody is prepared to receive the mortal remains, the last rituals will be performed within a reasonable time from the

occurrence of the death as decided by the management according to the situation. Expenditure incurred will have to be borne by the nominee/close relative of the deceased OR will be deducted from the caution deposit payable to the nominee.

16. In case of cancellation of allotment of the unit by the inmate OR by the management, the caution deposit will be refunded as stated in the Clause No:2 of the Leave & License Agreement, and after deducting the dues (if any), after 90 days from the date of cancellation OR after 3 years of occupation, whichever is later.
17. The guests of the inmates may visit them at the specified time. They are not permitted to stay with the inmates for more than 2 days. Guests can stay at the accommodation provided by the management. The inmate should give prior intimation of visit and obtain permission for stay on paying prescribed charges.
18. Deed of Leave & License agreement has to be separately executed.
19. The Management has the also the right to terminate/cancel the agreement prior to the period mentioned above, if the situation warrants for such action, such as Lunacy, permanent ailment, chronic/contagious disease of the inmate, non-payment of dues, non-compliance of the terms & conditions stipulated by the management etc. Termination/cancellation of agreement may also happen by the acts of Government or Local Body restricting the functioning of Retirement Homes, Acts of God, Natural calamities etc. On such occasions, the inmate will be eligible for refund of eligible deposit amount less dues (if any).
20. Notwithstanding anything stated above, the Management has every right to terminate/cancel the agreement for any reason or acts of the inmate, which the management feels, are against the social, spiritual and cultural traditions of M/s. Bharathakshemam, and /or if the Management feels that the presence & continuance of the inmate's stay, is detrimental to the congenial atmosphere, peaceful ambience and proper/smooth functioning of 'Eden Villa'.

Signature