

AGREEMENT
(To be executed by every inmate)

This Agreement is executed on this day of 200

BETWEEN Manish Govil Memorial Trust having its registered office at A-1, Kirpal Apartments, 44, I.P. Extension, Patpar Ganj, Delhi-1 through its Chairman/ Secretary/ Trustee Shri/Smt.

(Hereinafter called the Trust) AND Shri/Smt./ Km.....

S/o,W/o,D/o Shri

Resident of

.....

(Hereinafter called the 'Inmate'). The term Trust and Inmate 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 Varishtha Nagarik Sewa Sadan known as 'Abha Manav Mandir Varishtha Nagarik Sewa Sadan' at Kaseru Buxar, Panchvati Colony, Mawana Road, Meerut and WHEREAS the said Varishtha Nagarik Sewa Sadan has been constructed for the benefit of old persons who have no other place to live or who have been neglected and left uncared for by their near and dear ones and who need help to pass their old age honourably in the company of other old persons or those who are free from family liabilities and wish to serve the society.

NOW THIS DEED WITNESSETH AS UNDER:

1. That the inmate has been admitted to the 'Abha Manav Mandir Varishtha Nagarik Sewa Sadan' and he/she has been allotted Bed No.....in Room No..... / Room No..... .He/She will share the room with other inmates and live there during the pleasure of the Trustees of the Trust.
2. That the allotment of bed in one of the rooms / room to the inmate would not give him/her any right, title or interest in the bed / room so as to occupy it forever at his/her pleasure. The occupation of the inmate shall be purely as a license which can be terminated any time without notice and with out assigning any reason whatsoever.
3. That in case inmate contracts any infectious or communicable disease and it is decided by the Trustees not to keep that person in the Sadan in view of the fact that other inmates may get infection, then the inmate may be directed to leave the Sadan and in that event the inmate shall forthwith leave the Sadan. The decision of the Trustees shall be final and binding and shall not be questioned in as much as the occupation of inmate is without consideration and he has no vested right to stay in the Sadan.
4. That the inmate will be expected according to his/her capability, to render such services to his/her colleagues as he/she is capable of rendering so that the Sadan can exist with minimum help from the employees so that large number of employees are not required to be engaged for running the Sadan by the Trust as the Trust being only a charitable institution.
5. The Sadan is run by voluntary and charitable institution and, therefore, cannot afford specialised medical treatment in case of illness of inmates. Though the Trust has made arrangement of Doctors to visit the Sadan to afford whatever medical facilities are available to the inmates but inmates can not expect any specialised treatment and for that they have to look to their own family members or the resources that they may have at their command.

6. That the Trust would expect the inmates to live as a family and should share every thing among them selves.
7. That the Trust would provide inmates Morning tea, Breakfast, Lunch, Evening tea and Dinner and the Trust would provide the inmates balanced vegetarian diet which is required for old persons according to the means of the Trust. Service/consumption of non-vegetarian food shall not be allowed in the Sadan.
8. That since old age in itself is a disease and any inmate any time may become so sick as to require specialised treatment which the Sadan may not afford. In such an event, the management of the Sadan would try to get the sick inmate admitted to nearest Govt. hospital / Medical college. The inmate hereby specifically agrees that no duty is cast on the Trust to afford any specialised treatment on the sickness of any person. In case any inmate wants any specialist to be called, he may call any specialist at his / her cost and responsibility and the telephonic facility will be afforded to such inmate.
9. That inmate shall not indulge during his/ her stay in the Sadan in smoking, tobacco or beetle chewing, using any other intoxicant and drinking and in case this clause is violated, the inmate may be called upon to vacate the Sadan forthwith.
10. That no inmate will keep any firearms or weapons with him/her inside the Sadan. In the event of violation of this clause, the inmate may be called upon to vacate the Sadan forthwith.
11. That in case of any reason, due to certain disturbed conditions or any other condition beyond the control of the Trust, the Trust is not in a position to supply food, then in that event the inmate would be required to arrange for his/her own foods or quit the Sadan and go to his/her family members or friends etc. in such an eventuality. Though normally, the Trust would not like this to happen.
12. That the inmates are not expected to keep valuables like jewellery, etc. in the Sadan. In case any valuable is left and is lost or stolen from the Sadan, then in that event, the Trust shall not be responsible for the same and it will be the duty of the inmate to keep care for his/her belongings. However, one Almirah would be provided to the inmate where he/she can keep his/her belongings under lock and key.
13. That it is expected of every inmate that he/she will use the Sadan property with due care to avoid any loss, breakage or damage. In the event of occurrence of any such loss, breakage or damage due to negligence and or misuse by the inmate or his/her visitor(s), the inmate shall pay the cost of repair or replacement.
14. That the inmates will be free to pursue any religion and offer prayers in the style they want to do. However, they will not do any act, which will be a nuisance for the other inmates of the room or bring bad name to the Trust.
15. That in case at any time it is found by the Trust that continuance of a particular inmate is not in the interest of the Trust, then the Trust may direct inmate to leave the room and

Sadan and if he/she does not do so, he/she would be physically removed out of the room and Sadan inasmuch as the inmate shall have no right to stay in the Sadan once he is called upon to vacate and he/she has to vacate forthwith.

16. That inmate will give one or two telephone numbers where his/her relatives can be contacted and in the event of his/her unfortunate death, they will be informed to collect the body within eight hours and in case nobody responds to the call, then body will be cremated according to his religion by the Trust.
17. That in case an inmate wants his/her body after his/her death be given to a hospital for research by the Doctors or wants to donate any organ after his/her death, then he/she can make separate application for doing so and the Trust would arrange it.
18. That no inmate will get any preferential treatment in the services / facilities provided by the Sadan simply because he/she or his/ her acquaintance has donated in cash or kind to the Trust.
19. That any inmate may be shifted to any room in the same Sadan or to any other associated Sadan, as per requirement of the Sadan. If at any time Manish Govil Memorial Trust shifts any inmate to other room or other Sadan, he/she would peacefully and without objection do so or he/she may leave the Sadan.
20. That one television has been fixed in the recreation room. The T.V. shall not be used beyond 10.00 P.M. as T.V. sound may disturb the sleep of other inmates. Further in case any individual has his/her personal Transistor, he/she would not hear Programme on the transistor in case other room inmates object to the same.
21. That no inmate shall during his/her stay write letters to Press, Newspapers and shall give interview to Press Reporters without the consent of the Trust.
22. That any of the accommodation out of the available ones may be allotted to any inmate at the time of admission at the discretion of the management and the inmate will accept the same.
23. That if any inmate proceeds on leave for more than thirty days or extends his/her leave beyond thirty days, his/her bed/room can be allotted to other needy person. He/She may be allotted some other bed/room as per availability on his/her return.
24. That no inmate excluding the ones with pantry in their room(s) shall cook any food inside his/her room.
25. That the inmate will bear the expense of long running medicines for the diseases such as Blood Pressure, Diabetes, Heart Problems, Migraine etc.
26. The Chairman shall have powers to take any action on behalf of the Trust.

IN WITNESS WHEREOF the parties have set their respective hands on the day, month and year first above-mentioned.

For MANISH GOVIL MEMORIAL TRUST

(Chairman / Secretary/ Trustee)

WITNESSES:

INMATE

1.

2.