

**FORM – 7**

**(AGREEMENT DOCUMENT)**

(To be executed by every inmate)

This agreement is executed on \_\_\_\_\_ (day) \_\_\_\_\_ (month) of the year  
202.....

**BETWEEN**

Vivekanand Medical Research Trust (VMRT), Holta, Palampur, Himachal Pradesh, 176062  
through its Administrator / Director (Vishranti) Shri/ Smt.....

**AND**

(Hereinafter called the 'Inmate') Smt./ Shri/ Kumari / Ms.....

S/o, ..... W/o, ..... D/o .....

Shri ..... Resident of house

No....., Village / Mohalla/ Street ....., Town/ City

....., Tehsil ....., Police Station .....,

Post Office (with Pin Code) ....., District .....

State .....

The term Vishranti and Inmate unless repugnant to their respective context, shall include their respective successors, assigns, representatives in interest, legal heirs, etc.

WHEREAS the Vishranti, under the aegis of Vivekanand Medical Research Trust (VMRT) has built an Assisted Living Home for Senior Citizens – Vishranti at Vivekanand Parisar, Holta, Palampur, Himachal Pradesh – 176062, WHEREAS the said assisted living home for senior citizens – Vishranti has been constructed for the benefit of old patients who can afford to pay but have been neglected and left uncared for by near and dear ones and require geriatric care and long term treatment or 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 AGREEMENT WITNESSETH AS UNDER: -**

- (1) That the inmate has been admitted to the 'Vishranti' and he/ she has been allotted a bed / room;
- (2) he/ she will share the room with other inmates and live there in consonance with policy of Vishranti, norms of good conduct and behaviour;
- (3) That the allotment of bed in one of the rooms/ rooms to the inmate will be by way of a licence and shall not give him / her any right, title or interest in the bed / room so as to occupy it and the allotment of accommodation to the licensee shall be liable to the cancelled or terminated at any time without notice and without assigning any reason whatsoever;
- (4) That in case an inmate contracts any infectious or communicable disease and it is decided by the management to isolate that person in view of the apprehension that other inmates may get infection, then the inmate agree to leave the Vishranti (if so decided by the management) premises within such time on the management may allow.
- (5) The inmate agrees to be shifted to such suitable medical facility at his / her cost, if a emergency occurs requires specialized care or treatment of the inmate owing to the condition of his/ her health and that the inmate further agrees that in such an eventuality, his/ her relations/ guardian shall be present at the place of special care or treatment.
- (6) That the inmate agrees that he/ she shall maintain proper inter-personal relations and shall respect the freedom of every individual's religious faith, belief and practices.
- (7) That Vishranti may provide inmates morning tea, breakfast, lunch, evening tea and dinner and would try to provide the inmates with balanced vegetarian diet which is required for old persons and in keeping with its resources and capacity;
- (8) That inmate, agrees that he/ she shall not indulge during his / her stay at Vishranti in smoking, tobacco, betel chewing, using any other intoxicant, alcohol, drug or psychotropic substance and that in the event of a violation of this clause, he / she shall be liable to vacate Vishranti forthwith;
- (9) That the inmate agrees that he/ she will not keep any firearms or weapons with him/ her inside the Vishranti and that not violation of this clause shall render him/ her liable to vacate the Vishranti forthwith.
- (10) That the inmate agrees that he/ she shall not keep valuables like jewellery cash (above a limit allowed by VMC), etc., in Vishranti and, if not abiding it, then Vishranti shall not be responsible for any theft or loss thereof;
- (11) That the inmate will use Vishranti property with due care and prudence so as to avoid any loss, breakage or damage and that in the event of occurrence of any such loss, breakage or damage due to negligence and misuse by the inmate or his/ her visitor (s),

the inmate shall pay the cost of repair or replacement of the lost, broken or damaged article or other property;

- (12) That the inmate will be free to follow and practice any religion and offer prayers in the manner of his choice in the accommodation allotted to him but he will not do any act which may result in a nuisance or disturbance to the other inmates;
- (13) That in case at any time it is found by the management of Vishranti that the continuance of the inmate is not in the interest of Vishranti then the inmate shall be liable to be directed by the management to leave the room and if he/ she does not obey such directions he/ she would be physically removed from the room and Vishranti.
- (14) That the inmate will give one or two phone numbers where his/ her relatives can be contacted so that, in the event of his/ her unfortunate death, they may be informed and told to collect the body within stipulated period and, in case nobody responds to the call, then the body will be cremated or buried according to his / her religious belief by Vishranti.
- (15) That in case an inmate wants his/ her body after his / her death to be given to a hospital for research by the doctors or aid to study by students or wants to donate any organ after his / her death, then he / she can make an application to a nearest medical institution under intimation to the Vishranti Management.
- (16) That no inmate will get any preferential treatment in the services / facilities provided by Vishranti simply because he / she or his / her acquaintance has made a donation in cash or kind to Vishranti;
- (17) That the inmate shall not during his / her stay in Vishranti, write letters to or otherwise communicate with the press, newspaper or electronic media or shall give interviews to their reporters without the consent of the management.
- (18) That if any inmate proceeds on leave for more than thirty days or goes on leave for a shorter period and then extends his leave so that the leave period including such extension or exceeds thirty days, than she / she shall be liable to pay the licence fee for the period of his absence or his / her bed/ room can be allotted to other needy people and that he/ she may be allotted some other bed / room as per availability on his/ her return.
- (19) That in case of unauthorized absence of the inmate for more than 15 days, the management will have a right to get the vacant possession and after removing the belongings of the inmate from the room, it may be allot the same to another applicant;
- (20) That the old patients shall not cook food in the pantry in his room;
- (21) That the inmate will bear the expenses of long running medicines for diseases such as high blood pressure, diabetes, cardiac ailments, migraine, etc.
- (22) The Chairman/ Administrator shall have powers to take any action on behalf of the Trust.

IN WITNESS WHEREOF the parties have set their respective hands on \_\_\_\_\_ (day) \_\_\_\_\_ (month) and \_\_\_\_\_ year.

For Vishranti

(Chairman / Administrator)

INMATE

WITNESSES:

- 1.
- 2.