AGREEMENT

THIS AGREEMENT is made at _____ on this _____ day of ____, 20___.

by and between

Ashiana Maintenance Services Ltd., a company incorporated under the Companies Act, 1956, having its registered office at 5F, Everest, 46/C, Chowringhee Road, Kolkata – 71, and its local office at Fourth floor, Village Centre, Ashiana Village, Bhiwadi and corporate office at _____; (hereinafter referred to as "**Ashiana Maintenance Services**" which expression shall unless repugnant to the context mean and include its successors and permitted assigns of the **ONE PART).**

AND

_____ Son of **Mr. _____**, resident of _____, **(**hereinafter referred to as "**the Customer**" which expression shall unless repugnant to the context mean and include its successors and permitted assigns of the **SECOND PART). (**If more than one person is signing this Agreement, those terms will apply to each of the persons individually, and to both of them together, and the rights and obligations of each person shall be joint and several, except as the context of this Agreement otherwise requires.

Mr. _____ Son of **Mr. _____** resident of _____; **immediate next kin of the Customer**; hereinafter referred to as "**the Confirming Party**" which expression shall unless

repugnant to the context mean and include its successors and assigns of the **THIRD PART.**

WHEREAS:-

I. Ashiana Maintenance Services is engaged in the business of facility management and maintenance of residential complex, flats, dwelling units, shops etc. and one of the housing project being maintained by it is Ashiana Utsav situated at Bhiwadi.

II. The project Ashiana Utsav was developed by Ashiana Housing Limited, a company incorporated under the Companies Act, 1956 having its corporate office at 304, Southern Park, Saket District Centre, Saket, New Delhi and exclusively designed to meet the needs of senior citizens of the society.

III. Within the complex Ashiana Utsav, Ashiana Maintenance Services Limited has a specific segment under the name of "Utsav Care Homes" which provides in it with all facilities and services keeping in mind the needs of senior citizens on the basis and made it available to senior citizens (55 years or more old persons) on rent with all facilities and services as enumerated elsewhere in this agreement.

IV. The Customer has taken view of and inspected "Utsav Care Homes" and the facilities, amenities & services provided therein and upon being satisfied with the facilities, amenities & services provided therein, the Customer approached Ashiana Maintenance Services for availing these services and facilities which Ashiana

Maintenance Services agreed to his/ her request on the terms and conditions mentioned herein after. In case of the Customer being dementia/ Alzheimer patient, the confirming party being the immediate next kin of the Customer agrees and undertakes to fulfill all the liabilities of the Customer arising out of the terms and conditions of this agreement. All the terms and conditions of this agreement will apply and shall be binding on the confirming party.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE 1: DECLARATION BY THE CUSTOMER

1.1 The Customer has represented that he/she has attained the age of 55 years and also completed the necessary application forms for obtaining on rent a Dwelling Unit in Utsav Care Homes and for availing the facilities and services provided therein and, in reliance on his/her request and responses in the application forms, Ashiana Maintenance Services has agreed to provide a Dwelling Unit as selected by the Customer and to provide the facilities, amenities and services of Utsav Care Homes to him/her. Ashiana Maintenance Services and the Customer both agree that the Customer shall be provided the facilities, amenities and services as set forth and detailed in **Annexure 1** attached herewith.

1.2 The Customer agrees that if during the term of this Agreement, condition of the Customer deteriorates, Ashiana Maintenance Services shall without prejudice to its right to re-assess his/her needs and accordingly

either shift him/her in the hospital or ask his/her immediate Kin to shift him/her in the hospital and/or take along or, may provide the available care / facilities, amenities and services in the Utsav care Homes and under such circumstances Ashiana Maintenance Services shall charge for the additional services extended to the Customer and shall not be liable for the further deterioration of his/ her condition.

1.3 The Customer and the confirming party both have further represented that his/ her/their income and capital are adequate to meet Customer's financial responsibilities under this Agreement and agrees to pay all personal and incidental expenses incurred during his/her stay in Utsav Care Homes, including, without limitation, the monthly rent/charges and additional charges.

1.4 Notwithstanding, anything contrary contained in the Agreement, the Confirming Party shall appoint a local guardian who would be under the responsibility to bear all expenses and take all decisions relating to the Customer in case of absence of the Confirming Party. The details of such local guardian shall be provided in Annexure 2.

ARTICLE 2: ACCOMODATION & SERVICES

2.1 In consideration of the monthly rent/ charges and/or other charges payable by the Customer under this Agreement, Ashiana Maintenance Services shall provide a Dwelling Unit (as selected by the Customer) bearing no. _____ (herein after referred as the "said Dwelling Unit".) in **Utsav Care Homes, Ashiana Utsav, Ashiana Village, Vasundhara Nagar, Bhiwadi, Rajasthan, 301019.**

Construction of the Dwelling Unit in the Utsav Care Homes is such that the two or more Dwelling Units are within one apartment and resident of one Dwelling Unit has to enter in his / her Dwelling Unit through others Dwelling Units. Keys of both Dwelling Units in one apartment will be given to the Customers of both units. Further, there is a common wash room for two Dwelling Units. The door of the said Dwelling Unit shall be secured by a lock and Ashiana Maintenance Services shall retain an extra copy of the key to the lock. In the event of loss of the key of the Customer, Ashiana Maintenance Services shall replace the key at the expense of the Customer. Further if Customer desires for replacement of the lock or the lock is required to be replaced due to the loss of key, entire cost of replacement of key and/or lock shall be borne by the Customer.

2.2 The Customer has inspected 'Utsav Care Homes' complex and the units therein and understood the facilities and services being provided therein. A copy of Inspection Report duly signed by the Customer is attached to this Agreement as **Annexure 3**. The Customer agrees and acknowledges the fact that except as set forth in the inspection report, Ashiana Maintenance Services has not agreed to decorate, repair, replace, or improve the said Dwelling Unit.

2.3 The use of appliances such as toaster, ovens, hot plates, gas stoves and similar items and devices in the said Dwelling Unit are prohibited.

2.4 Ashiana Maintenance Services shall be responsible for making all necessary repairs to the said Dwelling Unit. However, the Customer shall be responsible to reimburse the cost of any repairs to the said Dwelling Unit that are not the result of normal wear and tear and/ or in normal course and not caused by Ashiana Maintenance Services's negligent or intentional acts. All such costs shall be billed to the Customer on the first day of next calendar month and shall be payable within ten (10) days of that month.

2.5 The Customer shall be entitled to share with all other Customers the common facilities of Utsav Care Homes subject to the rules and regulations of Utsav Care Homes as framed and as amended from time to time by Ashiana Maintenance Services.

2.6 There are various additional optional services as set out in **Annexure 4** which may be used as pay by use services. Such services may be provided at additional cost and risk of the Customer through an outsourced agency.

2.7 The services not specified in the agreement may be made available to the Customer at its viability and at the sole discretion of Ashiana Maintenance Services.

2.8 Ashiana Maintenance Services may, at its sole discretion allow the Customer to retain, at his/her cost, a physician or other appropriate medical practitioner to care for his/her health for an additional undertaking as signed by the Customer and/ or Confirming Party. Ashiana Maintenance Services will

provide reasonable assistance with access to this personal physician and other health related services. The cost of such services shall be the sole responsibility of the Customer.

2.9 Ashiana Maintenance Services has furnished and/or provided furniture and equipments making the said Dwelling Unit comfortable and in living condition particularly for the senior citizens. Details of furniture, equipments and fixtures provided in the said Dwelling Unit have been enumerated in **Annexure 3** attached with this agreement.

2.10 The Customer hereby authorizes Ashiana Maintenance Services to obtain emergency health care services and/or supplies (including ambulance transportation and pharmaceuticals) at Customer's expense, whenever, in Ashiana Maintenance Services's discretion, such services and/or supplies are deemed necessary. In an emergency, Ashiana Maintenance Services may transfer the Customer immediately to a hospital that Ashiana Maintenance Services deems more appropriate for the treatment required by Customer. In the event of an emergency, including, but not limited to, accident, fire, flood, power outage or act of God, Ashiana Maintenance Services reserves the right to arrange for continuous, substitute accommodation and care of the Customer. This includes, but is not limited to, transferring the Customer to another Dwelling Unit and/or contracting with other parties or providers capable of furnishing the services covered under this Agreement. Any difference in cost between services

covered by this Agreement and substitute services shall be the sole responsibility of the Customer.

ARTICLE 3: INTEREST FREE SECURITY DEPOSIT & MANAGEMENT FEES

3. The Customers have deposited with VML a sum of Rs. _____/- (Rupees _____ only) towards Refundable Interest Free Management Security Deposit and Rs. _____/- (Rupees _____ only) towards Non Refundable Interest Free Management Security Deposit, aggregating to Rs._____ (Rupees _____ only),the details of payment are as follows:

A. **Rs._____/-** (Rupees _____ only) via _____ dated _____ through _____.

B. **Rs._____/-** (Rupees _____ Only)via _____ dated _____ through _____ Bank, the receipt of which is hereby acknowledged by Ashiana Maintenance Services. After termination, expiry or earlier determination of this agreement, Non Refundable Management Fees shall be retained by Ashiana Maintenance Services and Refundable Interest Free Security Deposit shall be refunded to the Customer subject to adjustments, deductions of payment pending and/ or due as agreed between the parties. It has been agreed by and between the Customer and Ashiana Maintenance Services that first 30 days from the date of commencement of tenancy by the Customer in Utsav Care Homes shall be treated as trial period and if the Customer terminates this

agreement and vacates the said Dwelling Unit within first 30 days of commencement of tenancy, no portion of the Non Refundable Management Fees shall be retained by Ashiana Maintenance Services and entire amount will be refunded to the Customer. However, the Customer shall be liable for all other charges for the period of such stay.

3.2 The Customer hereby authorizes Ashiana Maintenance Services that Refundable Interest Free Security Deposit as stated above may be utilized on any medical emergency/ treatment of the Customer, if immediate kin of the Customer is not available or co-operating or taking any interest on urgent medical necessity.

3.3 Ashiana Maintenance Services shall refund the Refundable Interest Free Security Deposit to the Customer upon receiving of peaceful, vacant and physical possession of the said Dwelling Unit from the Customer after deducting cost of repair or replacement to bring the said unit in original condition and/or medical expenses incurred by Ashiana Maintenance Services on behalf of and for the Customer or any other dues outstanding. The refund will happen in terms of clause 10.5 of this Agreement.

3.4 In case of renewal of this agreement, no fresh amount towards Refundable Interest Free Security Deposit shall be taken by Ashiana Maintenance Services. However, the Customer shall be liable to pay an additional amount towards Non Refundable Interest Free Management Security Deposit, if any at the time of such renewal.

ARTICLE 4: CHARGES FOR ACCOMODATION

4.1 In consideration of providing accommodation; facilities, amenities and services in Utsav Care Homes, the Customer has agreed to pay rent for the said Dwelling Unit.

4.2 The Agreement shall be valid for a tenure of _____ months beginning from _____ and shall be ending on _____.

4.3 Ashiana Maintenance Services shall endeavour to provide uninterrupted electricity supply and power back up in case of no state electricity. However, Ashiana Maintenance Services shall not be responsible for interruption either caused due to mechanical fault or for the reasons beyond its control. However, Ashiana Maintenance Services shall always endeavour to promptly restore the electricity supply or power back up to the said Dwelling Unit in case of failure.

ARTICLE 5: TENANCY AND OTHER CHARGES

5.1 The Customer shall be liable and obliged to pay the following sums of money to Ashiana Maintenance Services:-

(a) A Sum of Rs. _____per month shall be payable towards the rental amount of the said Dwelling Unit taken on rent by the Customer.

(b) Charges for pay by use services which will be actual cost plus 20% of it towards the service charges or as revised by Ashiana Maintenance Services from time to time;

(c) Service tax/ surcharge/ other statutory dues, VAT and other applicable tax shall be payable extra as applicable from time to time on all the payments made by the cutomer/confirming party to Ashiana Maintenance Services.

(d) Amount payable towards damages/ breakages done by the Customer;

(e) Costs of any other additional/ optional services that may be extended or provided from time to time by Ashiana Maintenance Services and not stated in **Annexure** 1 & 3.

(f) Costs of materials / goods that may be bought for and on the request of the Customer from outside stores. Monthly Charges for providing such delivery services shall be as under:

For 1-5 deliveries	-	Rs. 200/-
For 6-10 deliveries	-	Rs. 400/-
For delivers above 10	-	Rs. 500/-

5.2 The confirming Party being the immediate kin of the Customer agrees to undertake to fulfill all the obligations/ liabilities including payments, rental and all other charges/ expenses and all the terms and conditions stated in this agreement.

ARTICLE 6:BILLS AND PAYMENTS

6.1. The Customer shall be liable and obliged to make payment of monthly rental and other charges from the date of commencement of tenancy as mentioned above and such charges would be payable irrespective of the fact whether or not the Dwelling Unit was occupied or remained vacant and whether the facilities were availed or not.

6.2. Ashiana Maintenance Services shall raise a bill for all kind of charges as above in advance by 1st day of the calendar month and the Customer shall be liable and obliged to make payment thereof within 20 days of that month.

6.3. It has been agreed by and between Ashiana Maintenance Services & the Customer that the Customer shall pay ____ advance cheques towards the upfront payment for ____ months. In case of renewal of this agreement, the Customer further undertakes to deposit such advance cheques for such further period as mutually agreed between the parties.

6.4 In case payment is delayed beyond the due date, Ashiana Maintenance Services shall be entitled to interest calculated at the rate of 18% per annum compounded monthly from due date of the bill. However, if the default continues beyond two months, Ashiana Maintenance Services without prejudice to its legal right to claim outstanding dues and interest shall be at liberty to withdraw such facilities, services and amenities and terminate this agreement.

6.5. The Customer shall be required to make payment of monthly rental and other charges either by crossed cheque or demand draft or Banker's cheque only payable at Bhiwadi in favour of "Utsav Care Homes" and no other mode of payment shall not be acceptable.

6.6 In case any cheque issued by the Customer is dishonored or returned by the Banker of the Customer for any reason whatsoever then Ashiana Maintenance Services without prejudice to its right to remedy under the Negotiable Instruments Act, 1881 shall be entitled to a service charge of Rs. 1000/- or such other service charge as may be revised by Ashiana Maintenance Services from time to time in addition to the bill amount and interest for the delay, if any.

ARTICLE 7: ESCALATION

7.1 This Agreement may be renewed/ extended for a further mutually agreed period by the parties in writing subject to an increase in rent by the sole discretion of Ashiana Maintenance Services.

ARTICLE 8: RULES & REGULATION OF UTSAV CARE HOMES

8.1 Ashiana Maintenance Services shall be entitled to frame the Rules & Regulation/ Code of Conduct for the occupants of Utsav Care Homes from time to time and the Customer has agreed to abide by the rules governing his/her stay in Utsav Care Homes.

ARTICLE 9: LIABILITY CLAUSE

9.1 It has been appreciated and acknowledged by the Customer that Ashiana Maintenance Services will be providing care on need basis and not the medical treatment in the Utsav Care Homes and therefore, Ashiana Maintenance Services shall not be liable and responsible for any mis-happening either on account of his/her health or otherwise with the Customer. Ashiana Maintenance Services shall best of his ability render and provide all necessary and/or requisite services set out in **Annexure 1 & 4** annexed hereto directly and/or through various outside/ outsourced agencies under separate agreements/ arrangements entered into with them.

9.2 The Customer has represented that he would obtain appropriate health insurance for himself/herself and shall be solely responsible for taking such health insurance and deposit the copy of the same with Ashiana Maintenance Services.

9.3 Ashiana Maintenance Services shall also not be liable for any loss and/or theft and/or damage which may be caused to the Customer or his/her personal belongings/ property on account of any human error or fault on the part of the employees of Ashiana Maintenance Services or by reason of any force majeure circumstances.

However, Ashiana Maintenance Services shall not be liable for any default in providing the above mentioned services by reason of any force majeure circumstances or any circumstances beyond its control. Force Majeure shall mean and include acts, events, conditions or occurrences beyond the control and not arising out of

the fault or negligence of the affected Party and shall include acts of god such as earthquake, lightning, tempest, fire, acts of war, riot, bombing, civil commotion, terrorist acts and agitations.

ARTICLE 10. TERMINATION

10.1 This agreement shall stand terminated upon expiry of the term mentioned in the agreement. However, this Agreement may be renewed/ extended for a further mutually agreed period by the parties in writing and subject to the conditions specified in clause 7 of the Agreement.

10.2 This agreement may also be terminated by Ashiana Maintenance Services if the Customer defaults in making payment of rental and other charges continuously for a period of _____months.

10.3 Ashiana Maintenance Services shall have the right to terminate this agreement at its sole discretion upon occurrence of any of the following events:

a) If the Customer requires care or service that exceed the level of care or services or facilities that are provided or not available at Utsav Care Homes;

b) The Customer is regularly disruptive, causes unsafe conditions, is physically or verbally abusive to other Customers, staff or visitors, or is deemed by Ashiana Maintenance Services as an eminent danger to the welfare of other Customers, to him or herself or to Ashiana Maintenance Services or its staff;

c) The Customer breaches any representation, covenant of the agreement, or obligation under this Agreement or makes a material misstatement, omission, or misrepresentation of fact relative to the performance of this Agreement;

d) The Customer breaches the rules and regulations of Utsav Care Homes;

e) The Customer has a communicable disease which may in the opinion of the Ashiana Maintenance Services harm the other residents and possesses eminent danger to the life of other residents.

That without prejudice to the right of Ashiana Maintenance Services to terminate the Agreement, Ashiana Maintenance Services shall have the right to resort to all the rights and remedies provided under this Agreement or under the law for the time being in force.

10.4 Upon termination of the Agreement , the Customer shall be liable to deliver vacant and peaceful possession of the said Dwelling Unit, failing which he/she will be liable to pay double amount of all the rental to Ashiana Maintenance Services. The Customer before vacating the said Dwelling Unit shall remove all interior alterations made by him/her and shall restore it to its condition as of the date of his/her initial occupancy, ordinary wear and tear excepted. The Customer shall be responsible for all damage to the said Dwelling Unit and shall remit the costs of damages

assessed by Ashiana Maintenance Services to repair such damage. The Customer shall also handover all keys, and other similar items pertaining to the said Dwelling Unit to Ashiana Maintenance Services. The Customer agrees that he/she shall be charged for any keys and/or other similar items that are not returned to Ashiana Maintenance Services. Any property left by the Customer in the said Dwelling Unit or elsewhere at Utsav Care Homes and not claimed by him/her within fifteen (15) days following the date he/she ceases to reside in the said Dwelling Unit will be presumed to have been voluntarily abandoned by him/her and Ashiana Maintenance Services may, at its option, take possession of such property and either declare it to be the property of Ashiana Maintenance Services or, at Customer's expense, dispose of it in such a manner as Ashiana Maintenance Services, in its sole discretion, deems appropriate.Upon peaceful vacation and handing over of the said Dwelling Unit and payment of all charges and dues, if any by the Customer to Ashiana Maintenance Services, Ashiana Maintenance Services shall refund the Refundable Interest Free Security Deposit to the Customer as per clause 10.6 of this agreement.

10.5 Within thirty (30) days of termination of this Agreement and upon receiving and vacant and peaceful possession of Dwelling Unit by Ashiana Maintenance Services, Ashiana Maintenance Services shall give the Customer a final statement of accounts. Any amount due or to be refunded, will be reflected at that time. All amounts due (or to be refunded) shall be paid by the owing party to the other party within thirty (30) days

of the date of such final statement. Ashiana Maintenance Services will notify the Customer in writing of the claim for damages and/or expenses related to the said Dwelling Unit (the "Claim Notice"). The Customer shall pay to Ashiana Maintenance Services such amount within fourteen (14) days of the Customer's receipt of the Claim Notice. Upon the failure of the Customer to pay the said amount within such fourteen (14) day period, Ashiana Maintenance Services shall resort to such rights and remedies as may be provided under the law for the time being in force.

ARTICLE 11. DWELLING UNIT HOLD POLICY

11.1 If the Customer temporarily leaves Utsav Care Homes for an extended period, including, but not limited to times when he/she is on vacation or is transferred to an outside health care facility, the Customer shall remain responsible for all rental amount and other charges due and owing under this Agreement during those periods.

ARTICLE 12. RIGHT OF ENTRY

12.1 Ashiana Maintenance Services and its authorised representatives/ personnel shall have the right to enter the said Dwelling Unit at any time with reasonable notification to the Customer for inspection or servicing, in order to maintain the said Dwelling Unit in a safe healthy and tenable condition, and/or, without notification, to respond to an emergency. The Customer is not permitted to change the entry locks, and he/she is required to cooperate with Ashiana Maintenance Services, its authorised representatives/

personnel to permit entry as necessary. Ashiana Maintenance Services, its authorised representatives/ personnelshall knock, announce him/her self, and receive permission to enter before entering the said Dwelling Unit, and will schedule entry in advance if possible.

ARTICLE 13. WAIVER OF LIABILITY & INDEMNIFICATION

13.1 To the fullest extent permitted by law, Ashiana Maintenance Services shall not be liable to the Customer or his/her family members, agents or guests and the Customer expressly releases and discharges Ashiana Maintenance Services from all injury, loss, damage or liability other than injury, loss, damage or liability arising from any violation of law in or about the said Dwelling Unit or any part of Utsav care Homes by the Customer and/ or Confirming Party. In addition, the Customer and/ or Confirming Party agrees to indemnify and hold harmless Ashiana Maintenance Services from and against all liabilities, obligations, damages, costs, charges and expenses which may be imposed upon or incurred by Ashiana Maintenance Services as a result of a claim against Ashiana Maintenance Services by any family member, agent or guest of the Customer with respect to any matters referred to above for which Ashiana Maintenance Services is not liable.

ARTICLE 14. RESPOSIBILTY FOR DAMAGES

14.1 The Customer/ Confirming Party shall be liable for any loss to personal property belonging to Ashiana

Maintenance Services due to the fault, negligence or intentional misconduct of the Customer, or Customer's guests and/or invitees Such amount for damages will be paid for by the Customer/ Confirming Party upon presentation of a suitable written and signed invoice. The Customer and/ or Confirming Party shall be responsible for any injury, illness or damage to any other Customer due to the fault, negligence or intentional misconduct of the Customer, or his/her's guests, invitees or agents. Ashiana Maintenance Services assumes no responsibility for the actions or omissions of the Customer whether intentional or unintentional. The Customer also indemnifies and holds Ashiana Maintenance Services harmless from any injury or damage to the Customer or his/her personal property caused by the actions or omissions of other Customers, whether intentional or unintentional.

ARTICLE 15. INSURANCE

15.1 The Customer and/ or Confirming Party shall obtain insurance coverage for the furnishings and personal effects of the Customer in the said Dwelling Unit of Utsav Care Homes. Ashiana Maintenance Services shall not be liable for any loss and/ or damage to the furnishings and personal effects of the Customer for any reason whatsoever. The Customer shall either provide Ashiana Maintenance Services with a copy of such insurance policy or execute the Waiver attached hereto as **Annexure 5** prior to taking possession of the said Dwelling Unit.

ARTICLE 16: CONSENT FOR AUDIO & IMAGE

16.1 The Customer understands that situations may arise within Utsav Care Homes where Customers are photographed or recorded on audio/video. The Customer hereby consent to (A) the use of Customer's photograph by Ashiana Maintenance Services for promotional purposes, and (B) be involved in a quality review of Ashiana Maintenance Services that may involve taping of voice and image.

ARTICLE 17: ARBITRATION

17.1 All dispute, differences and/ or claim between the Parties will first be sorted out through mutual discussion and dialogue but should any difference or dispute remain, the same shall be referred to arbitration of three arbitrators one to be appointed by each of the said parties and the two arbitrators so appointed shall appoint a third arbitrator. The arbitration proceeding shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and as amended from time to time. The arbitrators shall have summary powers and it would not be necessary for any of the parties to file any formal proceedings. The arbitrators also need not give any reason in support of the award.

17.2 This Agreement shall be construed in accordance with applicable Laws of India and the courts of _____ shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.

IN WITNESS WHEREOF this Agreement has been executed at _____ on the day month and year first above written.

Signed and delivered on behalf of

1. ASHIANA MAINTENANCE SERVICES

2. the Customer

3. the Confirming Party

Witness

1. 2.

ANNEXURE 1

FACILITIES & SERVICES PROVIDED IN UTSAV CARE HOMES

1. **Food:** Three meals, two tea and bed time milk services will be provided daily, taking into account health, taste and doctor's recommendations for particular residents.

2. **Doctor:** The Doctor will be available on call and an OPD will function on the premises as per schedule determined by Ashiana Maintenance Services from time to time. The Doctor will conduct physical and mental health check-ups regularly, give wellness tips and recommend Specialist test when required.

3. **24-Hr Attendants:** Shared Nursing Staff and Shared Care Givers will be present 24 hrs to provide medicine administration, walks, wheelchair assistance etc.

4. **Personal Grooming:** The Care Givers will assist in all aspects of daily personal grooming as required.

5. **Laundry:** Laundry Service of bed linen and personal clothing is part of the monthly package. The periodicity will be determined by Ashiana Maintenance Services from time to time.

6. **Housekeeping:** Our Housekeeping Staff will maintain individual units as well as common areas.

7. Newspapers / periodicals, Cable TV & Electricity.

Please note that the services illustrated above are indicative in nature and are provided by independent medical professionals. The same neither amounts to rendering of medical advice nor endorses any

medical service. Ashiana Maintenance Services shall only act as a facilitator/ arranger upon the request of the resident and such services along with additional services may be provided upon request and discretion of the customer. Ashiana Maintenance Services does not solicit any advice on behalf of the customers from medical professionals and the relationship between the customer and any medical professional is independent in nature.

I, _____, the undersigned acknowledge that I have disclosed any prior medical condition, allergies and/ or illness to Utsav Care Homes. Treatment by Utsav Care Homes may be provided by an independent medical professional upon my request and Ashiana Maintenance Services shall not in any manner be liable take the responsibility for any mis-happening whatsoever and/ or non- disclosure of such prior medical condition, allergies and/ or illness.

ANNEXURE II

UNDERTAKING BY CUSTOMER

That the physician retained by the customer shall be the at the sole responsibility and risk of the customer and/or Confirming Party. Ashiana Maintenance Services shall not be liable for any mis- happening due to the fault of such physician or otherwise.

ANNEXURE 2

Details pertaining to local guardian appointed

Name: _____

Age: _____

Permanent Address: _____

Correspondence Address: _____

Telephone no.:_____

Email address: _____

I, _____ hereby declare that the above particulars are true and correct to the best of my knowledge. That I have read and understood the terms and conditions of the Agreement and have no objection on being appointed as the local guardian for _____.

Signature

ANNEXURE 3

DWELLING UNIT INSPECTION REPORT

Customer name : _____

Dwelling Unit No. : _____

Move in date : _____

Dwelling Unit type : .....

I have inspected the Dwelling Unit and found the items listed below in order in the Dwelling Unit

S.NO.	ITEM	YES	NO
1	Cleanliness		
2	Patio Door/Screen		
3	Closets, Tracks, & Knobs		
4	Light Fixtures		
5	Doors, Walls, & Ceilings		
7	Windows/Blinds		
8	Refrigerator (on sharing basis in Units 1, 3& 5)		
9	Garbage Disposal		
10	Sink/Faucet		
11	Floor Tile		
12	Cabinets/Drawers		
13	Light Fixtures		
14	Walls/Ceilings		

15	Toilet		
16	Shower/Shower Head/Shower rod		
17	Cabinets/Mirror		
18	Light Fixtures		
19	Exhaust Fan		
20	Towel bars		
21	Flooring		
22	Front Door		
23	Heat/Air Conditioning		
24	Switches/Outlets		
25	Water heater		
26	TV		

Customer:

ASHIANA MAINTENANCE SERVICES :

The Confirming Party

ANNEXURE 4

ADDITIONAL SERVICES ON PAY BY USE

1. **Additional attendant services**
2. **Medicines and Pharmacy:** Medicines will be delivered at the resident's doorstep.
3. **Pathology Tests:** A tie- up with labs for all types of Pathology Tests to ensure efficiency and delivery of reports to the homes of the residents.
4. **Internet/ ISD**
5. **Transportation**
6. **Ambulance Services**
7. **Additional Food Items other than Scheduled food**
8. **General Stores items**
9. **Saloon services**
10. **Any additional purchases**
11. **Physiotherapy**
12. **Additional attendant care**
13. **Attendant accompanying outside**
14. **Full time attendant for Dementia**
15. **Hospital advances**
16. **Special Arrangements / celebrations**
17. Any other services as decided by ASHIANA MAINTENANCE SERVICES

ANNEXURE 5

WAIVER OF RENTER'S INSURANCE ADDENDUM

Customer: _____

Address :_____.

The Customer above named acknowledges that Ashiana Maintenance Services's insurance does not cover Customer's personal belongings. Ashiana Maintenance Services prefers that each Customer secure renter's insurance for the contents of his/her Dwelling Unit in addition to liability coverage for major occurrences. By signing below the Customer indicates waiver of the said coverage.

_____

Customer's Acknowledgment Date: