

## **Service cum rental agreement**

This RESIDENCE (SERVICE) AGREEMENT is made on this **day the (Date)** between Riverdale Retirement Resorts Private Limited, a company registered under the Indian Companies Act 1956, with its office at Kandanad, Udayamperoor Panchayath, Via Thiruvankulam, Ernakulum District, Kerala State, India, Pin 682305 (hereinafter referred to as the Sponsor), acting through its Managing Director Mrs. / Mr. Augusthy Isaac and

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## WHEREAS:-

1. The Sponsor-company is the absolute owner in possession of the building bearing no: 1/4E at Kandanad, Udayamperoor Panchayath. via Thiruvankulam, Eranakulam District, Kerala State, India, Pin 682308, which building has been constructed in an area of premise which are spread over an area of .54 acres on the side of the Kandanad Puzha off the main road called Udayamperoor-Kandanad road (hereinafter referred to as the 'building')
2. The Resident having read and studied and understood the contents of the General Agreement signed between the sponsor and the Resident and appreciating the vision and the mission of the sponsor and being of \_\_\_ age and wishing to be part of a community of senior persons desirous of community living which also assures personal independence for spending the rest of his or her life with maximum possible physical, emotional, mental and spiritual happiness and willing to agree to conditions and stipulations laid down in the General Agreement and of any agreement which will be subsequently entered into between the sponsor and the Resident and having retired from the post of \_\_\_\_\_, having decided to be part of such a community is desirous of taking a unit from the sponsor and occupying it subject to the conditions laid down herein, and the General Agreement.
3. The Resident has requested the Sponsor to enable him to reside in and occupy an apartment unit in the building as described above with all the fittings and fixtures for the purpose of using the same as his resident and the Sponsor has accepted the same.
4. Accordingly it was decided to reduce into writing this Residence (Service Agreement) agreement.

## Now this Agreement WITNESSES as follows:-

1. In pursuance of the General Agreement and this agreement in consideration of the payment of security advance and service advance of **Rs. \_\_\_\_\_/-** which will be adjusted against service charges as and when due or repaid in terms of the conditions laid down in this agreement or transferred, wholly or partly to the association as envisaged by the General Agreement when the ownership and management of the Building is transferred to the Association and the expenses incurred on the welfare of the resident in case such expenses become necessary and the payments to be made by the Resident to the Association in terms of this agreement the sponsor will allot to the resident an apartment unit of this building as described in the schedule hereunder (hereinafter referred to as the "Schedule Apartment") for the use as residence by the Resident from the date hereof.

The services which will be provided by the sponsor or by the Association after it is formed, apart from the basic service of residence in and sole occupation of the apartment will include;

- 3 meals daily including snacks:
- Housekeeping twice a week
- Weekly laundry service
- Medication management and counseling by qualified nurse
- 24 hour staffing and onsite ambulance service;
- Utilities including electricity, water, basic cable TV
- Group transportation available for 10 persons or more;
- Social, cultural and recreational programs;
- Library facility, with computer
- Meditation and prayer facilities
- Conveniently located elevator and easy access to common areas;
- Any other necessary and practical facility which will contribute to the fulfillment of the goal of evolving a community which maintains and supports a balance between continued personal independence and the supportive care by the community so that the physical emotional, mental and spiritual health and happiness of all the residents is assured.

The expenses incurred on the services from month to month will be divided for payment by the residents.

2. The Resident hereby pays to the Sponsor as security advance and service advance an amount of **Rs. \_\_\_\_\_/**.

The Resident shall vacate and hand over possession of the apartment to the Sponsor at any point of time after due notice by the sponsor when the amount paid in advance is adjusted as laid down in this agreement in a compulsive situation.

3. The Sponsor permits the Resident to use the furniture in common areas with care (will full damages has to be compensated).  
The Resident, it is agreed, will also be responsible for the cleanliness and upkeep of the entire premises given to the Resident including the parking areas in front and the open space on the side.
4. The Resident will be charged for daily services offered to him/her. The Resident will also be charged maintenance charges calculated on the basis of the proportionate share in respect of the apartment.

5. The Sponsor will hand over one set of keys to the Resident. The Resident and their staff and their representatives will have the right of entry into the premises without causing any inconvenience to the Resident.
6. The Resident is permitted to use the open parking space without any inconvenience to the Sponsor or their visitors or representatives or staff.
7. The Resident agrees to take care of the books and racks which are kept in the hall and also the crockery items kept in the kitchen.
8. At all times during the term of the occupation of the apartment, the Resident shall keep and maintain the Schedule premises with all its fittings and fixtures in proper condition.
9. The Resident shall use the Schedule premises only for his or her residence and not for any commercial or communal purpose.
10. The Resident shall not make any structural alteration in Schedule Property without the previous written consent of the Sponsor or the association after the ownership of the building is transferred to the association. The Resident may make, with the consent of the Sponsor/association, minor modifications and changes at his or her own cost and will not be entitled to claim any compensation for such cost incurred by him or her at any time including the time when the residence agreement expires.
11. The Resident shall not use the Schedule Property so as to destroy or reduce its value or utility in any manner.
12. The Resident shall neither transfer the Residence right, nor subject the Schedule Property or any part thereof to anybody at any time in any manner.
13. The Sponsor shall attend to all major and structural repairs of the Schedule Property from time to time. The expenses incurred entirely due to any omission or commission by the resident will be charged to the resident
14. The sponsor will be in exclusive possession and use of the remaining portion of the building to the exclusion of the Resident and only the Schedule apartment unit is being allowed to the Resident and the Resident will have in no manner any right over the remaining portion of the building.
15. The Resident shall bear the expenses incurred on repairs which become necessary in the course of the use of the Schedule Apartment
16. The resident will be free, subject to the conditions laid down by the Association or/and the sponsor, to transfer his or her interest to any senior person approved of by the association and the sponsor. The interest can bequeathed by will to any person of his/her

choice subject to the condition that the person to whom the transfer is effected is of 60 or above 60 years of age and with the condition that such person can transfer the interest or give the right to occupy and reside in the apartment to any person above 60 years of age and subject to the conditions laid by the association and the sponsor.

17. Every resident is bound to make a registered will and give a copy to the sponsor/association and is also bound to give the sponsor/association a document stating the name, address, contact telephone number and other details of his nominee whom the sponsor/association can contact in case of any eventuality like sickness. The sponsor/association will not have any liability if the nominee does not take appropriate steps as requested by the sponsor/association and as appropriate and necessary in the given conditions.
18. The sponsor shall not be liable or responsible for any loss, damage or destruction to the building or any apartment by a reasonable wear and tear or by fire, tempest, flood, earthquake, riot, civil commotion, war, warlike operations and accidents. The sponsor shall also not be liable for any damage or any liability which is caused or which ensues from any action or inaction by the lessee or holder of apartment right in any manner whatsoever.
19. The Resident will register a will and handover a copy of the same to the sponsor. The Resident will also hand over to the sponsor a document giving the name, address and other details
20. The duration of this agreement shall be contingent and is terminated by either the sponsor or the resident upon giving three month notice in writing.
21. Either party will be entitled to terminate this agreement by prior notice in writing of at least three months to the other party.
22. If and when the agreement is terminated by the sponsor or the resident, an amount equal to 20 % of the security-cum-service deposit will be deducted at the time of refund as one time rent.
23. The general agreement entered into between the Sponsor and the Resident and this agreement embody the entire agreement and understanding between the Sponsor and the Resident relating to the subject matter of this agreement and no other term or promise or condition, oral or in writing shall be pleaded as agreed upon between the parties relating to this agreement.
24. This agreement is executed in good faith in tune with the vision, mission and philosophy which has inspired the Sponsor to create this community resort for senior members of the community.
25. This agreement is duly executed by the sponsor and the resident and one copy hereof will be kept by the Sponsor and the other by the Resident.

SCHEDULE

One apartment in the building, #\_\_\_\_, with an area of \_\_\_\_\_ **sq.ft.** and consisting of living room, bedroom, bathroom (and a balcony) situated at Kandanad, Udayamperoor Panchayath, Via Thiruvankulam, Ernakulam, District, Kerala State India, Pin 682 305.

IN WITNESS WHEREOF the parties hereto have signed this deed on the date \_\_\_\_\_, in the presence of the following witnesses.

Signature.....  
(Sponsor)

Signature.....  
(Resident)

Witnesses:

1. Name:

Address:

Signature

2. Name:

Address:

Signature: