

'APNALAY' is being run and managed by the Inner Wheel Club of Central Calcutta under the Inner Wheel Club of Central Calcutta Trust and is hereinafter referred to as 'Apnalay/Management'.



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## RULES & REGULATIONS OF APNALAY

### A. ADMISSION PROCEDURE

1. Admission is open to any male or female senior citizen of Indian origin aged between 58 - 85 years.
2. The applicant is required to submit medical test reports as advised by the Doctor on the panel of **Apnalay** and admission will be confirmed only on the Doctor's approval.
3. Applicant suffering from terminal, complex or any type of communicable disease, or persons of unsound mind or+ addicted to illicit liquors, drugs, intoxicants or psychotropic substances etc., or those who have been convicted by any Court of law involving moral turpitude or sentenced to imprisonment for not less than two years or those against whom any proceedings under the criminal laws are pending in any Court of law for heinous crime or against whom warrant or summons has been issued in criminal proceedings, are not eligible for admission to **Apnalay**. Relaxation of this condition may be granted by Apnalay at its discretion on case to case basis.
4. Applicant has to apply for admission in the prescribed form along with an affidavit on stamp paper agreeing to abide by the Rules and Regulations of **Apnalay** as be framed from time to time.
5. **The Applicant shall make full payment of the security deposit and one month's charges in advance before admission.**

6. Every applicant shall be accompanied by a near relative at the time of admission failing which he/she shall produce a consent letter from such near relative viz., spouse, children, brother or sister. The near relative of the Applicant is hereinafter referred to as the '**Responsible Person**'.

7. Admission will be subject to the terms and conditions mentioned herein and observance fulfillment and performance of the same by the Applicant. **Apnalay** may reject any admission without assigning any reason.

## **B. SERVICES BY APNALAY**

1. Each room comes with an attached bath and toilet and is equipped with a double bed, mattress, pillow, pillow cover, bed linen, quilt, curtains, almirah, chair, table, television, air-conditioner (if so opted and subject to availability of air-conditioned room), intercom, etc.

Note:(i) Resident is required to bring his/her personal belongings, toiletries, towels, etc.

(ii) The AC rooms are equipped with individual sub-meters to take reading of the consumption of electricity by the AC and all charges for the same shall be paid separately by the Resident.

2. **Apnalay** will provide four nutritionally balanced meals (breakfast, lunch, evening snack and dinner) daily.

3. **Apnalay** will provide Housekeeping Facilities like Laundry, Ironing & Daily Cleaning of rooms etc. For the TV set in the room, Tata Sky or like connection will also be provided.

(Note:Ironing is not allowed in the room.)

4. Male and female Residents will be provided accommodation in separate rooms. In the case of a husband and wife, they will be housed in the same room.

5. There will be 24-hour security guards and video surveillance of the common areas.

## **C. CODE OF CONDUCT**

1) The Applicant/Resident should live in cordial and friendly manner with the co-residents and staff of Apnalay.

- 2) The Resident is expected to participate in physical fitness, entertainment and other activities of Apnalay.
- 3) Each Resident should respect the rights of the other residents and conduct himself/herself in such a manner as to maintain peace and harmony at all times.
- 4) All Residents are expected to be punctual in their routine activities including the time prescribed for all meals. **Apnalay** is not obliged to serve the meals beyond the prescribed time.
- 5) It shall be the responsibility of the Resident to keep the accommodation and also the premises in a neat, tidy and pleasant condition.
- 6) The Management will look after the general cleanliness of the common areas and will clean the rooms of the Residents' once in a day during the presence of the Resident.
- 7) No Resident shall be allowed to bring or keep any firearms or weapons or like with him/her inside **Apnalay**.
- 8) A duplicate set of keys to the room allotted to any Resident shall be kept and retained by the Management for only emergent situation.
- 9) It will be the sole responsibility of the Resident to take care of his/her personal articles and belongings and the Management will not be responsible for the loss or theft of the same.
- 10) In the event of any such loss, breakage, damage, etc. of the property or fixtures of Apnalay due to the negligence and/or misuse by a Resident or his/her visitor(s), the cost of repair or replacement of the same, as be determined by the Management, shall be recovered from the concerned Resident.
- 11) Drinking alcohol, intoxicants, drug abuse or any kind of illegal activity in **Apnalay** is strictly prohibited. Smoking is discouraged, however, a Resident may smoke only at the terrace or at the open compound of the campus of Apnalay.
- 12) Resident is not allowed to cook any food inside his/her room.

13) Resident is not allowed to run any private business from **Apnalay**.

14) Management reserves the right to remove a Resident for not abiding by the Rules and Regulations herein contained or due to his/her bad behaviour, ill-treatment of co-residents, spreading negativity, creating an un-healthy atmosphere, etc.

#### **D. MEDICAL CARE/TREATMENT**

1. **Apnalay** will arrange free monthly health check-ups of the Residents. However, the cost of any medical tests shall be borne by the Resident.

2. Personal medicines shall be arranged by the Resident at his/her own cost.

3. In addition to routine check-ups, if required, specialist doctors can be called at the cost of the Resident.

4. Should a Resident require any specialised medical care beyond the basic services provided at **Apnalay**, the resident or the Responsible Person must undertake to ensure such medical care is provided at the cost of the Resident.

4. In case of serious illness or accident, the Resident will be hospitalised in a hospital/nursing home at the costs and expenses of the Resident.

5. In the event of hospitalisation, the Responsible Person will be intimated as soon as possible. He/she will take over and/or shall be deemed to have taken over the responsibilities of such Resident including the treatment and payment of all medical expenses.

6. Resident should carry his/her original medical insurance documents and provide one set of photocopy thereof to the Management.

7. **Apnalay** and its team will take reasonable efforts to provide the services specified above in a quality and timely manner. However, **Apnalay**, its management or its staff will not be held liable in case of any deterioration of health or death caused to any of the residents during their stay at Apnalay for any reason that may or may not be attributable to the negligence in taking

medicines, following the medical advice, or of any other kind by the resident or of anyone acting on his/her behalf. It is to be understood that the residents undertake primary responsibility for their health and well-being.

**8. Apnalay** shall not be responsible nor be made responsible in the event of its failure to provide medical services due to strike, Act of God or other force majeure events. Nevertheless, if such an event occurs, **Apnalay** shall make reasonable efforts to secure alternate medical services.

#### **E. VISITORS AND MOVEMENT OF RESIDENTS**

1. Visiting hours to meet the Resident will be from 10.00am to 06.00pm.
2. Meals/snacks can be arranged for visitors at additional cost, preferably upon receiving one day's prior notice.
3. No Resident shall leave or go out of the campus of **Apnalay** without complying with the following directions of **Apnalay**:
  - (i) A Resident wishing to go out of the campus of **Apnalay** for a short duration during the day between 06.00am and 10.00pm may do so only after recording the prescribed details in the register kept in the **Apnalay** office for the purpose.
  - (ii) If a Resident wishes to go on a holiday or vacation or out of the campus for one night or more, he/she may do so after making an application for leave and securing written permission from the Management. Such permission will normally be granted as a matter of course. For any leave or going out or staying outside the campus of APNALAY or during hospitalisation of any Resident no concession in the monthly charges or on any other account will be called upon by the Resident nor shall be granted by **Apnalay**.
4. 30% of the monthly rent can be claimed as discount for the period of leave of the Residents, if the leave be for continuous period of 15 days or more. This benefit cannot be taken more than twice in a financial year.

i) The Resident/Responsible Person shall pay the monthly charges within the last 07 days of the preceding month for which the same is due (i.e. the monthly charges for the month of February should be paid between 25th and 31st January).

Note: Apnalay reserves the right to increase the monthly charges at its sole discretion. Prior notice will be served upon the Resident before any such increase.

ii) If the Resident/Responsible Person fails to make monthly charges at the required time, the Resident will be required to pay late fees @20% (twenty percent) of the then applicable monthly charges till a maximum period of 02 (two) months. If the Resident still fails to make payment of the monthly charges along with the late fees within such period of 02 months, the right of the Resident to stay at Apnalay shall forthwith cease. In the event of such cessation, the Resident shall leave Apnalay with his/her belongings and/or shall be taken away by the Responsible Person. If the Resident fails to vacate or the Responsible Person does not take custody of the Resident within the period mentioned hereinbefore, **Apnalay** management will enter the Resident's room & remove his/her belongings.

iii) If there is any dispute relating to the other amounts shown on a monthly statement, the Resident can clarify the same within 15 days and clear the dues. From the 16<sup>th</sup> day, the late fees at the above-mentioned rates shall be applicable.

iv) In the event of any default by the Resident in making payment of monthly charges, late fees or any other charges in terms hereof, **Apnalay** shall be at liberty to pay and/or adjust the amounts under default out of the Security Deposit. Immediately upon any such payment and/or adjustment, the Resident shall replenish the difference amount by making fresh deposit. Any payment and/or adjustment by the Management shall be without prejudice to the obligations of the Resident to pay interest @15% per annum on the shortfall in the Security Deposit.

## **F. WITHDRAWAL FROM APNALAY**

In case of withdrawal from **Apnalay**, the Security Deposit is refundable, after deduction of 10%. In case of the applicant's death, the Security Deposit will be refunded to the nominee of the deceased person. This is subject to completion of legal formalities and full

settlement of all dues by cheque only. If the applicant has not stayed at all, then 100% refund shall be made, provided such intention of withdrawal is intimated in writing within 15 days of registration. If there is a lapse in time in intimating Apnalay a deduction of 2.5% shall be made from the Security Deposit.

#### **G. SURVIVORSHIP**

If this contract is signed by two Residents who are husband and wife, it is understood: (a) That the Entrance Contribution made hereunder is intended to cover both Residents; (b) That upon the death of one Resident at any time, all rights hereunder shall vest in the surviving Resident to the same extent as if such surviving Resident had been the sole Resident; (c) With reference to the monthly/daily care charge provided for hereunder such monthly/daily care shall be charged against each Resident during his/her respective lifetime and (d) the amount for security deposit over & above 5 lakhs will be refunded to the survivor.

#### **H. DEATH AND FUNERAL**

In the unfortunate event of the death of any Resident, efforts will be made by **Apnalay** as soon as possible to contact his/her Responsible Person on the telephone and at the address available in the office records. In case the Responsible Person fails to satisfactorily respond in a timely manner or fails to take custody of the body within 8 hours of the demise, the funeral rites will be performed by **Apnalay** in such a manner as may be deemed appropriate. Even in the event of failure to contact the relative owing to any reason whatsoever beyond the control of **Apnalay**, the above action will be taken only after 8 hours. No complaint or grievance whatsoever as regards the medical treatment or alleged negligence of any sort and/or as regards the disposal of the body, will be entertained. Only in the event, the relative is residing abroad will it be considered that the body be preserved for 24 hours and no more.

The address and telephone numbers of the Responsible Person to be intimated in the event of death or serious illness of the Resident should be provided at the time of admission itself. It is the responsibility of the Responsible Person to update their latest and current details with **Apnalay**.

## **I. AMENDMENT OF RULES AND REGULATIONS**

**Apnalay** reserves the right to make any addition to, alteration in, or deletion from these rules from time to time as may be deemed expedient in accordance with change in time and circumstance(s).

## **J. APPLICATION OF RULES AND REGULATIONS**

Every applicant admitted as a Resident of **Apnalay** doth hereby binds himself/herself and shall strictly follow the Rules and Regulations mentioned above.

## **K. DISCLAIMER**

No liability will accrue to Apnalay or any member of the Apnalay Management or Staff for any mishap, accident, ill-health, death or any other incident involving the Resident, which may occur at Apnalay premises or elsewhere. The Residents undertake complete responsibility for their health and well-being. Apnalay shall however make reasonable efforts to provide quality and timely service for the welfare of all its Residents.

*Signature of applicant* *Signature of Responsible Person*

### **APNALAY**

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[www.apnalay.com](http://www.apnalay.com)