

## SENIOR LIVING AGREEMENT

This Senior Living Agreement ("Agreement") is executed on this [●] day of [●], 2025 ("Execution Date"),

### BY AND BETWEEN

Lions Home Trust, a Public Charitable Trust incorporated under the laws of India and having its registered office at 20 Govind Vihar, Bomikhali, Bhubaneswar- 751010 represented by its Managing Trustee Sri Prashant Shekhar Panda S/o Late Krushna Chandra Panda (hereinafter referred to as the "Operator", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the FIRST PART;

### AND

[●], Indian citizen, having PAN [●], residing at [●] (hereinafter referred to as the "Applicant(s)", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and permitted assigns) of the SECOND PART.

The Operator and the Applicant(s) are hereinafter collectively referred to as the "Parties" and individually as a "Party."

### WHEREAS

- A. The Operator is a registered public Charitable Trust managed by a Managing Committee in the process of developing dwelling units specifically designed and equipped for senior citizens, together with associated facilities and common amenities ("Senior Community").
- B. The Applicant(s) along with his/her spouse/Blood relation has expressed his/her desire to reside at the Senior Community till vacation of the unit as provided in the agreement, and the Operator is in the process of developing dwelling units under the name of "ASHIANA" specifically designed and equipped for Senior Citizens, together with associated facilities and common amenities (Senior Community) has agreed to provide the Applicant(s) with the right to reside in the Senior Community, subject to the terms and conditions of this Agreement.
- C. Based on the representations and warranties provided by the Applicant(s), the Operator has agreed to allocate to the Applicant(s) a residential unit, being a [●] BHK Unit bearing No. [●], situated on the [●] floor, in Tower [●], admeasuring approximately [●] square feet ("Unit"), solely for the purpose of residence during the Term and availing associated services, without creating any ownership, leasehold, or tenancy rights in favour of the Applicant(s).
- D. Accordingly, the Parties are executing this Agreement to set out the definitive terms and conditions governing the Applicant(s)' residence at the Senior Community.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Agreement and other good and valuable consideration (the receipt and adequacy of which are hereby mutually acknowledged), the Parties, with the intent to be legally bound, hereby agree as follows:

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

In the Agreement: (i) capitalized terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following capitalised terms shall have the following meanings indicated herein below:

- 1.1.1 "Applicable Law" means and includes all applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any governmental authority or self-regulatory agency, statutory authority, tribunal, board or courts in India;
- 1.1.2 "Business Day" means any day of the week (excluding Saturdays, Sundays and public holidays) on which commercial banks are open for business in [New Delhi], India;
- 1.1.3 "Confidential Information" means any and all information, whether oral, written, visual, electronic, or in any other form, disclosed by the Disclosing Party to the Receiving Party, that is designated as confidential or which, by its nature or the circumstances of disclosure, ought reasonably to be treated as confidential. Confidential Information includes, without limitation: (a) business plans, proposals, pricing structures, commercial strategies, and marketing information; (b) technical data, know-how, processes, trade secrets, software, and methodologies; (c) details relating to third-party vendors, partners, or clients of the Disclosing Party; and (d) any documentation, reports, records, or communications prepared in connection with the Services. Provided however that Confidential Information shall not include information that: (a) is or becomes publicly available other than through a breach of this Agreement by the Receiving Party, (b) was lawfully in the Receiving Party's possession prior to disclosure by the Disclosing Party, as evidenced by written records, (c) is independently developed by the Receiving Party without reference to or use of the Disclosing Party's Confidential Information, or (d) is required to be disclosed by law, regulation, or order of a court or Governmental Authority, provided that the Receiving Party shall, to the extent legally permissible, give prior written notice to the Disclosing Party and cooperate in seeking confidential treatment of such disclosure;
- 1.1.4 "Force Majeure Events" shall mean any event or circumstance beyond the reasonable control of either Party, which affects the performance of any obligations under this Agreement, including but not limited to, fire, flood, earthquake, accident, riots, strike, war, civil commotion, political disturbance, mob violence or other acts of violence, terrorist attacks, epidemics, pandemics, any act of God, natural calamity, or any law, regulation, order or notification of Central Government or the relevant State Government, or any other competent Governmental Authority;
- 1.1.5 "Governmental Authority" means any nation or government or any province, state or any other political sub-division thereof; any entity, authority or body exercising executive, legislative, judicial, quasi-judicial, regulatory or administrative functions of or pertaining to government, including any government authority, agency, department, board, commission or instrumentality of such government, as applicable, or any political subdivision thereof or any other applicable jurisdiction; any court, tribunal or arbitrator and any central bank and any securities exchange or body or authority regulating such securities exchange;

1.1.6 "Person" means any individual, sole proprietorship, association (including unincorporated association), unincorporated organization or joint venture, body corporate, corporation (including any non-profit corporation), company (including any limited liability company or joint stock company), general partnership, limited partnership, limited liability partnership, estate, trust, firm, Governmental Authority or any other enterprise or other entity (whether or not having separate legal personality); and

1.1.7 "TDS" shall mean tax deducted at source.

## 1.2 Interpretation

1.2.1 The terms referred to in this Agreement shall, unless defined otherwise or inconsistent with the context or meaning thereof, bear the meaning ascribed to them under the relevant statute/legislation;

1.2.2 Any reference to a contract or other document as of a given date means the contract or other document as amended, supplemented and modified from time to time through such date;

1.2.3 Words denoting the singular shall include the plural and words denoting any gender shall include all genders;

1.2.4 Headings, subheadings, titles, subtitles to clauses, sub clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the annexure hereto and shall be ignored in construing the same;

1.2.5 The terms "hereof" "herein" and "herewith" or similar expressions used in this Agreement mean and refer to this Agreement and not to any particular clause of this Agreement;

1.2.6 Unless otherwise specified in a particular case, reference to days, months and years are to calendar days, calendar months and calendar years, respectively;

1.2.7 Any reference to "writing" shall include emailing, printing, typing, and other means of reproducing words in visible form as stipulated in this Agreement;

1.2.8 The words "include" and "including" are to be construed without limitation unless the context otherwise requires or unless otherwise specified; and

1.2.9 The rule of construction, if any, that a contract should be interpreted against the Party responsible for the drafting and preparation thereof shall not apply.

## 2. ALLOCATION OF UNIT

2.1 The Operator hereby allocates the Unit to the Applicant, solely for the residential use of the Applicant and receipt of associated Services in terms of this Agreement during the Term. The Applicant shall be permitted to enter and access the Unit on and from the Execution Date on an 'as-is-where-is' basis. The allocation of the Unit shall be valid till death of both the inmates from the date of execution of this Agreement ("Term"), unless terminated earlier in accordance with this Agreement.

2.2 The Applicant acknowledges that the allocation of the Unit is on a license basis and that the Allottee shall have a personal, non-transferable right of occupation, revocable in accordance with this Agreement, and no right, title or interest in the land or building in which the Unit is

located is conveyed or transferred pursuant to this Agreement.

- 2.3 The Applicant(s) accepts that this Agreement creates no tenancy interest, leasehold estate or other real property interest in the Applicant(s)' favour with respect to the Unit. Notwithstanding anything to the contrary, the Applicant acknowledges that the relationship between the Operator and the Applicant is not that of landlord-tenant or lessor-lessee or seller-buyer. The Operator, through this Agreement, is only permitting residential usage of the Unit and provisioning its Services (*defined below*) to the Applicant(s).
- 2.4 The allocation of the Unit in favour of the Applicant is specifically linked to the Applicant's age and eligibility, as represented by the Applicant. Subject to the terms and conditions of this Agreement, the Operator shall provide you the Services (*defined below*), either itself or through an affiliate or a third party.

### **3. APPLICATION FEE**

- 3.1 On the Execution Date, and in consideration of the license granted hereunder in respect of the Unit, the Applicant(s) shall pay to the Operator a one-time, upfront, non-interest-bearing fee of INR 25,00,000/- (Indian Rupees Twenty-Five Lakhs only) ("Application Fee") which shall remain deposited with the Operator during the entire Term of this Agreement. The Application Fee is refundable strictly in accordance with Schedule 2 depending upon the tenure of stay. Refund shall be conditional upon the Applicant vacating the Unit peacefully and clearing all dues, and shall not carry any interest or additional compensation.
- 3.2 Besides, application fees, applicant will have to pay Rs.5,00,000/- (Rupees Five Lacs only) as non interest bearing security deposit towards their monthly regular expenses. The amount will be refunded at the time of vacation of the unit after adjustment of outstanding dues if any.
- 3.3.1 The Application Fee payable by the Applicant(s) to the Operator shall be through bank transfer to the bank account of the Operator, details of which are provided below:

Bank Name	INDIAN BANK
Beneficiary Name	LIONS HOME TRUST
Account No.	50263256712
IFSC/SWIFT Code	IDIB000B803

- 3.4 The Application Fee payable to the Operator is exclusive of any goods and services, sales, use, value added, and other commercial taxes imposed by any applicable taxing jurisdiction.
- 3.5 The Application Fee will be considered as a partially refundable Security Deposit, hence will not be subject to TDS. At the time of vacation of the unit, the amount retained after refund, if any, will be subject to Income Tax. However, if the retained amount is considered as Corpus Donation, it will not be taxable.

#### 4 SCOPE OF SERVICES

4.3 During the Term, the Operator shall make available to the Applicant(s) the services set out in Schedule 1 of this Agreement ("Services"). The Applicant shall pay to the Operator, on a monthly basis, a fixed fee of INR [•] (Rupees [•]) in lieu of the Services ("Fixed Charges"). The Fixed Charges shall be subject to annual revision at the sole discretion of the Operator, including escalation on account of inflation, cost of utilities, statutory levies or any other reason. The Applicant expressly waives any right to object to such revision.

4.4 The Applicant(s) agree and acknowledge that the nature, scope, and manner of delivery of the Services shall be determined by the Operator in its sole discretion, and the Operator may from time to time add, withdraw, vary, or modify any of the Services, provided that any material reduction in core residential services shall be notified to the Applicant(s).

4.5 The Operator may, at its discretion, make available to the Applicant(s) certain ancillary, recreational, healthcare, or other optional services, which shall be chargeable separately on actuals at the prevailing rates. The Applicant(s) may avail such Additional Services directly from the Operator or its designated service providers, and the Operator shall not be liable for any deficiency in such Services provided by third parties.

4.6 The Applicant shall also be liable to pay interest at the rate of 18% (eighteen percent) per annum on any delayed payment of Fixed Charges or charges for Additional Services. The Operator shall have the right to suspend or withhold Services and/or Additional Services in case of continued non-payment until arrears are cleared.

4.7 The Applicant(s) agrees and acknowledges that the Services and/or Additional Services are intended solely to provide a safe and comfortable residential environment and shall not be construed as a guarantee of medical care, emergency support, or uninterrupted availability of any particular service.

#### 5 OBLIGATIONS OF THE PARTIES

##### 5.3 Operator's Obligations:

5.3.1 The Operator shall permit the Applicant(s) to reside in the Unit during the Term, subject always to the Applicant(s)' full and timely compliance with the terms of this Agreement, including payment of the Fixed Charges and any charges towards the Additional Services.

5.3.2 The Operator shall use reasonable efforts to ensure the upkeep of the common areas and provision of basic residential facilities at the Senior Community, it being clarified that the Operator shall not be liable for any interruption or deficiency in services arising from Force Majeure Events.

5.3.3 The Operator shall make available to the Applicant(s), at the Applicant(s)' cost, all Services and/or any such Additional Services, as may be offered at the Senior Community from time to time, without any obligation on the Operator to ensure their continuity or quality where such services are provided by third parties.

5.3.4 The Operator shall have the right, at its sole discretion, to amend rules, regulations, and charges relating to the Services and the Additional Services, and the Applicant(s) shall be bound by such amendments upon notification.

5.3.5 The Operator shall comply with Applicable Laws in managing the Senior Community, provided that nothing herein shall be construed as creating any statutory or fiduciary duty of the Operator towards the Applicant(s).

5.4 Applicant(s)' Obligations:

5.4.1 The Applicant(s) shall strictly comply with the terms and conditions set out in this Agreement, all rules, regulations, policies, and instructions issued by the Operator from time to time in relation to the management, safety, and discipline of the Senior Community.

5.4.2 The Applicant(s) shall use the Unit solely for personal residential purposes and not transfer, assign, license, lease, share, or part with possession of the Unit or any rights under this Agreement, whether directly or indirectly.

5.4.3 The Applicant(s) shall promptly pay the Fixed Charges and for all Additional Services availed by the Applicant(s), and indemnify and hold harmless the Operator from and against any liability, loss, or claim arising from any default.

5.4.4 The Applicant(s) shall maintain decorum, good conduct, and harmonious relations with other residents, staff, and service providers, and refrain from any conduct that the Operator, in its sole discretion, considers to be a nuisance, disturbance, or detrimental to the Senior Community.

5.4.5 The Applicant(s) shall not cause any damage to the Unit or the Senior Community, and be liable to reimburse the Operator for all costs of repair or rectification of any such damage.

6 REPRESENTATION AND WARRANTIES

6.3 Each Party represents and warrants to the other Party that it has full corporate power and authority and is duly authorized under Applicable Law and its constitutional documents to execute, deliver and perform this Agreement, and that doing so shall not cause it to violate any agreement, indenture or any other contract, arrangement or instrument or constitute default under Applicable Laws or other obligations to which it is bound or violate any rule, regulation or law of any Governmental Authority.

6.4 Operator's Representation and Warranties:

The Operator represents and warrants that:

6.4.1 it shall permit the Applicant(s) to reside in the Unit during the Term, subject to the Applicant(s)' compliance with the terms of this Agreement; and

6.4.2 it shall operate and manage the Senior Community in accordance with the Applicable Laws, save any except for any interruption, deficiency, or discontinuation of Services and Additional Services arising on account of Force Majeure Events.

6.5 Applicant's Representation and Warranties:

The Applicant represents and warrants that:

- 6.5.1 All information, documents, and declarations furnished by the Applicant(s) to the Operator are true, complete, and accurate in all respects, and no material fact has been withheld.
- 6.5.2 He/ She are entering into this Agreement solely for personal residential use during the Term and shall not claim, or attempt to claim, any ownership, leasehold, tenancy, or proprietary rights in respect of the Unit or the Senior Community.
- 6.5.3 He/ She shall at all times comply with all laws, rules, regulations, and Operator's policies applicable to his/her/their residence at the Senior Community.
- 6.5.4 He/ She shall not engage in, permit, or allow any unlawful, hazardous, or disruptive activity at the Unit or the Senior Community.
- 6.5.5 He/ She are medically fit to reside at the Senior Community, and they undertake to promptly inform the Operator of any change in their medical condition which may require special support or pose a risk to themselves, other residents, or staff.
- 6.5.6 He/ She shall indemnify and hold harmless the Operator, its officers, employees, and service providers against any claims, damages, losses, or expenses arising out of a breach of these representations and warranties.

## 7 TERM AND TERMINATION

- 7.1 This Agreement will be effective from the Execution Date hereof and remain valid until the death of inmate/s unless terminated earlier in terms of this Agreement.
- 7.2 Mutual Termination: This Agreement may be terminated at any time by mutual written agreement of the Parties.
- 7.3 Termination without cause: Either Party may terminate this Agreement, without assigning any reason, by providing at least 60 (Sixty) days' prior written notice of termination to the other Party.
- 7.4 Termination by the Operator: The Operator shall have the right to terminate this Agreement on the following grounds:
  - 7.4.1 If at any time during the Term, the Applicant(s) commits any breach of this Agreement, then the Operator shall serve a written notice of 5 (Five) Days for rectification of such breach. In case the Applicant(s) still fails to rectify the aforesaid breach, the Operator shall have the right to terminate this Agreement forthwith.
  - 7.4.2 The Operator shall have the right to terminate this Agreement with immediate effect in the event (a) the Applicant defaults in payments towards the Fixed Charges and/or the charges towards the Additional Services, or (b) conduct of the Applicant disturbs peace, security, or health of the Senior Community, or (c) the Applicant ceases to satisfy the eligibility criteria.

7.5 Consequences of Termination:

- 7.5.1 Upon expiration or premature termination of this Agreement, the Applicant(s) shall be liable to: (a) hand over the vacant and peaceful physical possession of the Unit to the Operator in the same condition as received on the Execution Date, subject to reasonable wear and tear; and (b) remove all assets, goods, personal belongings from the Unit.
- 7.5.2 In the event of a premature termination of this Agreement on account of reasons set out in Clause 7.3 and Clause 7.4, the Operator shall refund to the Applicant(s) the specified amount mentioned in Schedule-2 of this agreement.. The Parties agree that any refund payable in accordance with this clause shall be payable by the Operator within 60 (Sixty) days from the effective date of termination of this Agreement. In case termination is pursuant to Clause 7.4 hereinabove, the Operator shall be entitled to forfeit up to 25% of the refundable balance, in addition to pro-rata deductions.

8 NOMINATION AND DEATH OF APPLICANT

8.1 Nomination

- 8.1.1 At the time of execution of this Agreement, the Applicant shall furnish in writing the details of one nominee (being a family member/legal heir) ("Nominee"). The Nominee shall be entitled to receive the refund of the Application Fee, if any.
- 8.1.2 The Applicant shall have the right to change such Nominee at any time by written notice to the Operator. Until such notice is received, the last recorded Nominee in the Operator's records shall be treated as valid.
- 8.1.3 The Operator shall not be responsible for verifying succession claims beyond the details of the recorded Nominee, and payment/refund made to such Nominee shall constitute valid discharge of the Operator's liability.

8.2 Death of Applicant

- 8.2.1 Upon death of the inmates the agreement will be terminated and Nominee will get the refund amount, and will have no right to continue as inmate.
- 8.2.2 in the absence of a recorded Nominee, the refund shall be made to the legal heirs of the Applicant upon submission of all requisite documents as may be reasonably required by the Operator.

9 INDMENITY

- 9.1 The Applicant(s) shall indemnify, defend, and hold harmless the Operator, its affiliates, shareholders, directors, officers, employees, agents, and service providers from and against any and all claims, demands, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and litigation costs), arising out of or in connection with: (a) any breach by the Applicant(s) of this Agreement, the rules and policies of the Operator, or Applicable Law; (b) any act, omission, misconduct, or negligence of the Applicant(s) or their guests, invitees, or dependents while within the Unit or the Senior Community; and/or (c) any claim by a third party arising from or related to the Applicant(s)' residence at the Unit or use of the Services. It is clarified that the indemnity obligations of the Applicant(s) shall survive the expiration or earlier termination of this Agreement.

9.2 To the fullest extent permitted by Applicable Laws, and subject to the confidentiality and indemnification obligations under this Agreement, (a) the Operator's aggregate liability (regardless of the form of action giving rise to such liability) shall be limited to 3 (Three) months of the total Application Fee, and (b) neither Party shall be liable for any indirect, consequential, exemplary, special, incidental, or punitive damages of any kind.

#### 10 CONFIDENTIALITY

10.1 Each Party ("Receiving Party") acknowledges that during the subsistence of this Agreement, it may receive the Confidential Information of the other Party ("Disclosing Party"). During the Term of this Agreement and thereafter, the Receiving Party agrees to strictly keep confidential all Confidential Information shared by the Disclosing Party under this Agreement. The Receiving Party shall not disclose such Confidential Information to any third party, except to its employees (if any) who have a need to know such Confidential Information for the sole purpose of performing the obligations under this Agreement ("Permitted Disclosure"). The Receiving Party shall ensure that its employees who have access to the Confidential Information are bound by confidentiality obligations no less stringent than those set forth in this Agreement.

10.2 The Receiving Party undertakes to take all reasonable measures to prevent any unauthorized use, disclosure, or dissemination of the Confidential Information, except for Permitted Disclosures as outlined in this Agreement. In the event that the Receiving Party is required to disclose any Confidential Information under Applicable Law, the Receiving Party undertakes to make only such disclosures as are required to be made under Applicable Law to the concerned Governmental Authority. In such instances, the Receiving Party shall promptly notify the Disclosing Party in writing, in advance, of such mandatory disclosures as and when they may become applicable and shall seek a protective order or similar protection from disclosure to the maximum extent permitted by Applicable Law.

10.3 This clause will remain effective even after the termination or earlier determination of this Agreement.

#### 11 GOVERNING LAW AND DISPUTE RESOLUTION

11.1 The Agreement shall be governed by and interpreted in accordance with the laws of India and subject to Clause 11.3 below, the courts of [Bhubaneswari] shall have exclusive jurisdiction.

11.2 If a dispute, difference or controversy arises out of, concerning, in consequent of, in relation to or in connection with the Agreement or as to the interpretation or any provision or any performance under it arises the aggrieved Party shall notify the other Party in writing of such dispute, difference or controversy and the Parties will attempt in the first instance to resolve the dispute amicably through negotiations between them.

11.3 In the event that the dispute is not resolved within 10 (Ten) days after such written notice was sent then any of the Parties may refer the dispute to arbitration in accordance with the provisions of this Clause 11.

11.4 Arbitration will be conducted in the English language before an arbitrator mutually decided by the Parties. The arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996 before a sole arbitrator and the venue of arbitration shall be [New Delhi]. The Parties will use good faith efforts to expedite the conclusion of the arbitration

proceedings.

- 11.5 The award of the arbitrator shall be in writing and shall be rendered within 30 (Thirty) days after the completion of all proceedings. The decision of the arbitration shall be final and binding on each of the Party and shall be enforceable in any competent court of law.
- 11.6 The costs of arbitration will be initially borne by the Parties in the same proportion, unless otherwise decided by the arbitrator.

## 12 MISCELLANEOUS

### 12.1 Force Majeure

- 12.1.1 Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement if such failure or delay is due to any cause or event arising on account of the Force Majeure Events.
- 12.1.2 The Party affected by a Force Majeure Event, shall give the other Party, a written notice describing the particulars of the Force Majeure Event as soon as reasonably practicable after its occurrence but not later than 7 (Seven) days from the commencement of the Force Majeure Event or of its effect on such Party and shall use reasonable efforts to avoid, remove, overcome, and mitigate the effects of its non-performance or delay.
- 12.1.3 Notwithstanding anything provided hereinabove, if the Unit is destroyed or damaged or inaccessible and cannot be occupied or used by Applicant(s) due to an occurrence of a Force Majeure Event post the Execution Date, then in such event the Applicant(s) may temporarily vacate the Unit to enable the Operator to carry out repairs in order to restore the Unit, to the state and condition as it existed at the time the Unit was handed over to the Applicant(s) and the Operator shall carry out and complete such repairs, etc.

### 12.2 Notice

- 12.2.1 Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the relevant Party at its address set out below (or such other address as the addressee provides in writing) or by e-mail addressed to the intended recipient. Any notice, demand or other communication so addressed to the relevant Party shall be deemed to have been delivered: (a) if delivered in person, immediately upon delivery; (b) if sent by post, on the 7<sup>th</sup> (Seventh) Business Day following posting; (c) if sent by a reputed courier, on the 3<sup>rd</sup> (Third) Business Day following the dispatch; and (d) in case of delivery by e-mail, at the time when the recipient receives the e-mail. It being clarified that if the notice, demand or other communication is delivered by e-mail, the notice, demand or other communication shall be followed by a written notice delivered through (a), (b) or (c) above, within a period of 3 (Three) days from the date of the e-mail. The initial address for the Parties for the purposes of the Agreement are:

#### If to the Operator:

Attn: [•]

Email: [•]

Address: [•]

If to the Applicant:

Attn: [•]

Email: [•]

Address: [•]

12.2.2 A Party may change or supplement the addresses given above or designate additional addresses for purposes of this Clause by giving the other Party written notice of the new address in the manner set forth above.

12.3 Waiver

The rights and remedies of the Parties hereto are cumulative and not alternative. Except where a specific period for action or inaction is provided herein, neither the failure nor any delay on the part of any Party in exercising any right, power or privilege under this Agreement or the documents referred to in this Agreement shall operate as a waiver thereof nor shall any waiver on the part of any Party of any such right, power or privilege, nor any single or partial exercise of any such right, power or privilege, preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The failure of a Party to exercise any right conferred herein within the time required shall cause such right to terminate with respect to the transaction or circumstances giving rise to such right, but not to any such right arising as a result of any other transactions or circumstances.

12.4 Code of Conduct

The Operator shall have the right to frame, amend and enforce from time to time a code of conduct and community guidelines applicable to all Applicants, which shall be binding upon the Applicant as a condition of continued residence in the Senior Community.

12.5 Assignment

This Agreement, or any rights, obligations or interest herein, shall not be assignable or transferable by the Applicant(s) except with the prior written consent of the Operator. Provided however that the Operator may freely assign or transfer its rights, obligations and interest herein to any third party, without the prior written consent of the Applicant(s). Notwithstanding anything contained herein, the Operator shall be entitled to assign all its rights, title and interest in the Unit and/or the Senior Community and the obligations to provide the Services and/or Additional Services to any third party without any prior consent from the Applicant.

12.6 Amendments

This Agreement may not be amended, modified or supplemented except by a written instrument executed by each of the Parties.

12.7 No Partnership

No Party shall act as an agent of the other Party or have any authority to act for or to bind the other Party.

12.8 Reservation of Rights

No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of the Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.

12.9 Independent Rights

Each of the rights of the Parties are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise. Provided that where different rights are created as a result of or on account of a single cause of action, where a Party has achieved complete remedy by pursuing one course of action, such Party shall not be entitled to pursue other causes of action to seek further remedies for the same cause of action.

12.10 Specific Performance

The Parties agree that damages may not be an adequate remedy and that each Party shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the other Parties from committing any violation or enforce the performance of the covenants, representations and obligations contained in this Agreement.

12.11 Entire Agreement

This Agreement constitutes the entire agreement of the Parties relating to the subject matter hereof and supersedes any and all prior agreements, including letters of intent and term sheets, either oral or in writing, between the Parties with respect to the subject matter herein.

12.12 Counterparts

This Agreement may be executed by the Parties in separate counterparts each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

12.13 Cost & Expenses

Each Party shall bear their own costs and expenses including fees and charges of its respective consultants/advisors, related to this Agreement. However, all stamp duty charges applicable on this Agreement shall be borne by the Applicant(s).

12.14 Severability

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or the applicable part of such provision and the remaining part of such provision and all other provisions of this Agreement shall continue to remain in full force and effect.

12.15 Survival

The termination of this Agreement shall in no event terminate or prejudice: (i) any right or obligation arising out of or accruing under this Agreement attributable to events or circumstances occurring prior to such termination; (ii) any provision which by its nature is intended to survive termination, including the provisions of Clause 9 (*Indemnity*), Clause 10 (*Confidentiality*), Clause 11 (*Governing Law and Dispute Resolution*) and Clause 12 (*Miscellaneous*).

*[SCHEDULES AND SIGNATURE PAGES FOLLOW]*

## SCHEDULE 1

### Services

The Operator shall, during the Term, make available to the Applicant(s) the following services at the Senior Community, subject to the terms of this Agreement:

1. Residential and Housekeeping Services

- (a) Daily/periodic housekeeping and cleaning of common areas.
- (b) Garbage collection and waste management services.
- (c) Pest control services in common areas.

2. Dining and Nutrition

- (a) Centralized kitchen/dining facilities offering daily meals.
- (b) Special dietary or therapeutic meal plans (available on request, chargeable separately).

3. Healthcare and Wellness Support

- (a) 24x7 on-call doctor and nursing assistance.
- (b) Regular health check-up camps and wellness monitoring.
- (c) Tie-ups with nearby hospitals for emergency and advanced medical care.
- (d) Emergency response system (e.g., nurse call button/alert devices).
- (e) Pharmacy support within the complex or tie-up with external vendors.

4. Recreational and Community Engagement

- (a) Access to community lounges, libraries, activity rooms, and gardens.
- (b) Scheduled cultural, social, and recreational events.

5. Security and Safety

- (a) 24x7 manned security at entry/exit points.
- (b) CCTV surveillance in common areas.
- (c) Fire safety systems in accordance with Applicable Law.
- (d) Visitor management system.

**Commented [KCO1]: Note to Draft:** This schedule is subject to confirmation by the Client.

6. Facility Management and Maintenance

- a) Operation and maintenance of lifts, power backup, water supply, and other utilities.
- b) Repairs and maintenance of common infrastructure and facilities.
- c) Landscaping and upkeep of gardens and open spaces.
- d) Preventive maintenance of electrical, plumbing, and mechanical systems in common areas.

7. Other Services (On a Chargable basis)

- a) Tie-ups with cab/taxi operators for resident use.
- b) Salon, spa, massage and grooming services.
- c) Laundry Services.
- d) Concierge and errand-running services.
- e) Guest house or accommodation facilities for visitors.
- f) Event hosting services for residents' personal functions.
- g) Hobby workshops and learning programs.
- h) In-room meal service, if required.
- i) Shuttle services within the Senior Community or to nearby locations (subject to availability).

SCHEDULE 2

REFUND SCHEDULE

Sr. No.	Term	Refundable Amount
1	Vacation of the unit within 10 years of entry.	Rs.10.00 lacs
2	Security Deposit irrespective of the length of stay.	Rs.5.00 lacs

IN WITNESS WHEREOF, both the Parties have signed this Agreement and a duplicate copy thereof at the place and the day, month and year first written hereinabove:

Signed and Delivered for and on behalf of the  
Operator:

Signed and Delivered for and on behalf of the  
Applicant:

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Name: Sri Prashant Shekhar Panda.

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Name:

Designation: Managing Trustee.

Witnesses:

1. 2.