



## THIKANA SHIMLA HOUSING FOR THE ELDERLY

(A Modern Outlook of The Traditional Old Age Home)

### **A non-profit but Professional Venture**

### **TERMS AND CONDITIONS**

#### **PREAMBLE:**

Thikana Shimla is going to launch a new concept on Senior Citizen dwelling with all possible amenities, related to their services and care. It's an extended and modern concept of an old-age home. Thikana Shimla runs two accommodations at Ashoknagar, N 24 Parganas – 743272, where mainly dependent elderlies are taken care of. At these setups, even 100% of bedridden elderlies get service from us. We have a 14 yrs. experience in this service sector which started from Serampore, Hooghly at Simla village. In 2017 we shifted from Serampore to Ashoknagar after some land problems. We have several projects/ programs/ schemes on senior citizens, likely short stay, hospice, seminars, picnic, parties, day out Programs, tour, senior citizen beauty contest, matchmaking program, boat party, event management, etc. Community living, mainly for the elderlies is always beneficial and cost-effective also. From this concept, we have conceptualized the idea of a large sheltered accommodation with all necessary amenities for the elderly. It is such a setup where the elderly person can dwell at his/ her own will and side by side they can purchase the services if needed.

#### **INTRODUCTION:**

1. Thikana Shimla, a Society registered under the Society Registration Act 1961, having its registered address at Serampore, Hooghly, is willing to develop a modern residential complex exclusively for the senior citizens and their dependent like especially abled children on no profit and no loss mode.
2. The registration number is S/1L/85111 of 11-12, PAN: AADAT4385M
3. The two present project addresses are:
  1. Thikana Shimla Assisted Senior Living Accommodation, 534/A/7, Kalyangarh, PO: Kalyangarh, N 24 Parganas, PIN: 743272
  2. Thikana Shimla Residential senior Citizen Club, Holding no. 06/80/231, Ward No.6, Bagpara, Ashoknagar Kachua, PO: Kankpul, N 24 Parganas, PIN: 743272
4. The office address of Thikana Shimla Housing for the Elderly is: Thikana Shimla Residential senior Citizen Club, Holding no. 06/80/231, Ward No.6, Bagpara, Ashoknagar Kachua, PO: Kankpul, N24 Parganas, PIN: 743272
5. The official mail id is: thikanashimlahousing@gmail.com
6. This project will be developed at Charsarati, Mouja Gangamanoharpur, PO: Charsarati, PS: Chakdah, Dist: Nadia at the bank of river Ganges on a land piece of approx. 5 acre. The distance from the nearest railway station 'Kalyani Ghoshpara' is 4 km. The nearest hospital JNM Hospital (Postgraduate Institution) is 4.5 km away and IIMS, Kalyani is 12 km away.
7. Approximate 300 Dwelling Units (DU) will be constructed.
8. Any person above 50 (on the date of starting registration) will be eligible for allotment of DU.
9. These DU will be registered on a lifetime settlement basis. Occupants can reside here till their lifetime. After their death, the agreement will be ceased and the nominee will get the money according to the base price of the DU at the time.
10. Thikana Shimla will take full responsibility for their care, treatment, up to the cremation

#### **GENERAL OUTLAY:**

The housing complex will be built in phases, which will consist of several Dwelling Units (DU) (small flats). The DU size will be approx 375 sq. ft. The DU will be a studio apartment which may consist of one bedroom,

one small drawing cum dining area, one kitchenette, one toilet, one balcony; suitable for residing of two persons.

The DU will be elderly persons' user-friendly likely fitted with handrail in room and toilet, western-style commode with both side handle like a chair, extra-large windows, 3.5ft. wide door for easy access of wheelchair or stretcher, skylight, an option of AC, geyser, etc.

The interior wall of DU will be Paris finished, the floor of the room will be fitted with white-colored common tiles or epoxy coated floor, and the floor of a toilet by anti-skid light-colored tiles or epoxy flooring.

The bathroom will be approximately 5' x 8' size, with anti-skid light-colored flooring and a wall with white tiles up to 6'. There will be the option of a second toilet containing one WC.

This is for one's persuasion. Engineers' decisions after sanctioning by the governing body will be final. Please ask for architectural design.

The occupant of DU may cook, wash on their own, or may order management to serve food or wash clothes on payment. It may be permanent or when needed. Guests of the DU occupants should stay at the guest house and may take food from the general kitchen.

There will be some common places. These are community hall, general dining room, open-air theatre, lounge, a gym equipped with physiotherapy instruments, library, meditation room, natural pond, park, flower garden, guest house, emergency room (mini ICU) or hospital, the strand at the river bank, the place for social programs, CC camera, intercom, panic button, etc. These will be built in phases and be completed with the completion of the total housing project. There will be some other commercial activities, likely general stores, generic medicine shops, restaurant cum family bar, banquet hall, boat, etc.

Thikana Shimla management will give all services, likely household services, medical and paramedical services, pantry, laundry, transport, etc.

## **WHO CAN RESIDE HERE**

1. Husband-wife anyone above 50 yrs.
2. Two brothers anyone above 50 yrs.
3. Two female friends any anyone above 50 yrs.

4. Two single male-female anyone above 50 yrs. can live-in
5. Couple or single with their children of special needs. The one of the couple or in case of single must be above 50 yrs.
6. Couple or single person with their dependant person, likely father, mother, unmarried daughter above 45 yrs. In this case, a maximum of three can be allowed.

## SERVICES

There will be a stipulated monthly or yearly establishment charge for common services. Please see below for the services. Please ask for the present rate for the establishment charge.

SN	SERVICES	<b>YES and COMPLIMENTARY: included in the establishment cost PAID SERVICE: one has to pay extra.</b>
1	<b>Cleaning</b>	
	a. Lobby, corridor, staircase, lift, rooftop, etc.	Yes
	b. Lawn, garden, path, meditation room, etc.	Yes
2	<b>Front office service</b>	
	a. Front desk service	Yes
	b. Bell boy service (Luggage carriage, newspaper, courier at room)	Yes
	c. Intercom facility (To contact the front office and other depts.)	Yes
	d. Information desk (Information, ticket booking, printing, e mailing, etc.)	Complimentary
	e. E cart/wheelchair service	Yes
	f. Keyholding at the front desk	Yes
3	<b>Engineering &amp; maintenance (Electrical, plumbing etc.)</b>	
	a. Outside	Yes
	b. Inside room	Complimentary (Price of spare parts to be paid)
4	<b>Health &amp; hospital</b>	
	a. Regular health check-up	Yes (Permissible for App usage)
	b. Health profile maintenance	Yes (Permissible for App usage)
	c. Emergency medical service	Complimentary
	d. Crisis Care at room	Complimentary (Cost of medicine to be paid)
	e. Ambulance service	Paid service

		At reasonable cost: cost of fuel & driver (condition apply)
	f. Own hospital and laboratory service	Paid service Subsidized rate
	g. Outside hospital assistance	<b>Complimentary</b>
	h. Aya service	Paid service Reduced rate
	i. Gym access	<b>Yes</b>
	j. Gym & Physiotherapy Trainer (weekly)	<b>Complimentary</b>
	k. Dedicated Physiotherapist	Paid service Reduced rate
	l. Meditation room access	<b>Yes</b>
	m. Yoga & Meditation Trainer (weekly)	<b>Complimentary</b>
	n. Swimming Trainer (weekly)	<b>Complimentary</b>
5	<b>House keeping</b>	
	a. Room attendant	<b>Yes</b>
	b. Emergency service	<b>Yes</b>
	c. Room cleaning	Paid service
	d. Toilet cleaning	Paid service
	e. Night attendant	<b>Yes</b>
	f. Emergency night service	<b>Yes</b>
	g. Short stay room cleaning	<b>Complimentary</b>
	h. Laundry	Paid service
	i. Laundry room service	<b>Complimentary</b>
	j. Accompanist (For going outside, like bank, clinic, relative's house)	Paid service
	k. Generator for public area	<b>Yes</b>
	l. Generator at room	<b>Complimentary</b> (limited)
	m. Cc camera at room (after permission) (mainly for the sick person, to be viewed by the family members, resided outside)	<b>Complimentary</b> (Only cost of apparatus: once)
6	<b>Food &amp; Beverage Service</b>	
	a. Food	Paid service
	b. Dining room use	<b>Yes</b>
	c. Food Room Service	<b>Complimentary</b>
	d. Banquette hall usage	<b>Complimentary</b>
7	<b>Travels &amp; Car</b>	
	a. Car garage (optional)	<b>Yes</b>
	b. Maintenance of the car	<b>Yes</b>
	c. Driver hire	<b>Yes</b> 24 hrs.
	d. Car rental	<b>Yes</b> Reduced rate
8	<b>Other services</b>	
	a. Short stay rental opportunity	<b>Yes</b> Permissible for App use
	b. App use	<b>Yes.</b> Access to the personal account, car rental, personal car profile, health

		profile, short stay booking, guest booking, pet profile, complaint lodge, short-stay rental account, etc.
	c. Guest room for members' guests	Paid service
	d. Birthday celebration	<b>Complimentary</b>
	e. Funeral services	<b>Yes</b>
	f. Funeral ceremonies, condolence	Paid service
	g. Pet service	<b>Complimentary</b>
	h. Boat usage	Paid service
9	<b>Provisions</b>	
	a. General store access	<b>Yes</b>
	b. General store room delivery	<b>Yes</b>
	c. Medicine shop access	<b>Yes</b>
	d. Medicine shop room delivery	<b>Yes</b>
	e. Restaurant and bar access (Separate place for our members)	<b>Yes</b>
	f. Restaurant room delivery	<b>Yes</b>
	g. Bar: hard drinks special benefit	<b>Yes</b>
	h. Bar room delivery	<b>Yes</b>

### 'YES' SERVICES: 33 heads

SN	SERVICES	
1	Cleaning: Lobby, corridor, staircase, lift, rooftop, etc.	<b>Yes</b>
2	Cleaning: Lawn, garden, path, meditation room, etc.	<b>Yes</b>
3	Front desk service	<b>Yes</b>
4	Bell boy service (Luggage carriage, newspaper, courier at room)	<b>Yes</b>
5	Intercom facility (To contact the front office and other depts.)	<b>Yes</b>
6	E cart/wheelchair service	<b>Yes</b>
7	Keyholding at the front desk	<b>Yes</b>
8	Engineering & maintenance (Electrical, plumbing, etc.) Outside	<b>Yes</b>
9	Regular health check-up	<b>Yes</b> (Permissible for App usage)
10	Health profile maintenance	<b>Yes</b> (Permissible for App usage)
11	Gym access	<b>Yes</b>
12	Meditation room access	<b>Yes</b>
13	Room attendant	<b>Yes</b>
14	Emergency service	<b>Yes</b>
15	Night attendant	<b>Yes</b>
16	Emergency night service	<b>Yes</b>
17	Generator for public area	<b>Yes</b>
18	Dining room use	<b>Yes</b>

19	App use	<b>Yes.</b> Access to the personal account, car rental, personal car profile, health profile, short stay booking, guest booking, pet profile, complaint lodge, short-stay rental account, etc.
20	Car garage (optional)	<b>Yes</b>
21	Maintenance of the car	<b>Yes</b>
22	Driver hire	<b>Yes</b> 24 hrs.
23	Car rental	<b>Yes</b> Reduced rate
24	Short stay rental opportunity	<b>Yes</b> Permissible for App use
25	Funeral services	<b>Yes</b>
26	General store access	<b>Yes</b>
27	General Store room delivery	<b>Yes</b>
28	Medicine shop access	<b>Yes</b>
29	Medicine shop room delivery	<b>Yes</b>
30	Restaurant and bar access (Separate place for our members)	<b>Yes</b>
31	Restaurant room delivery	<b>Yes</b>
32	Bar: hard drinks special benefit	<b>Yes</b>
33	Bar room delivery	<b>Yes</b>

### 'COMPLIMENTARY' SERVICES: 16 heads

SN	SERVICES	
1	Information desk (Information, ticket booking, printing, e mailing, etc.)	<b>Complimentary</b>
2	Engineering & maintenance (Electrical, plumbing, etc.) Inside room	<b>Complimentary</b> (Price of spare parts to be paid)
3	Emergency medical service	<b>Complimentary</b>
4	Crisis Care at room	<b>Complimentary</b> (Cost of medicine to be paid)
5	Outside hospital assistance	<b>Complimentary</b>
6	Gym & Physiotherapy Trainer (weekly)	<b>Complimentary</b>
7	Yoga & Meditation Trainer (weekly)	<b>Complimentary</b>
8	Swimming Trainer (weekly)	<b>Complimentary</b>
9	Short stay room cleaning	<b>Complimentary</b>
10	Laundry room service	<b>Complimentary</b>
11	Generator at room	<b>Complimentary</b> (limited)
12	Cc camera at room (after permission) (mainly for the sick person, to be viewed by the family members, resided outside)	<b>Complimentary</b> (Only cost of apparatus: once)

13	Food Room Service	Complimentary
14	Banquette hall usage	Complimentary
15	Birth day celebration	Complimentary
16	Pet service	Complimentary

#### PAID SERVICE: 12 heads

SN	SERVICES	
1	Ambulance service	Paid service At reasonable cost: cost of fuel & driver (condition apply)
2	Own hospital and laboratory service	Paid service Subsidized rate
3	Aya service	Paid service Reduced rate
4	Dedicated Physiotherapist	Paid service Reduced rate
5	Room cleaning	Paid service
6	Toilet cleaning	Paid service
7	Laundry	Paid service
8	Accompanist (For going outside, like bank, clinic, relative's house)	Paid service
9	Food	Paid service
10	Guest room for members' guests	Paid service
11	Funeral ceremonies, condolence	Paid service
12	Boat usage	Paid service

#### SERVICES FOR THE CHILDREN WITH SPECIAL NEEDS

We offer the parents of children with special needs to maintain their child's lifetime even after their death. The organization will take the liability to rear these children. But payment would be maintained by his/her relative. Or the parent would arrange the money.

One separate building will be erected for their children. The cost will be borne by the parents. The parent may place the child on their own. But after their death, the child must be transferred to the common setup. Even from the first day onward, they may place the child at the setup.



This setup will have a staying room either dormitory or single room, a common place for their play and other activities, a dining room, primary treatment room, open playground, etc.

They will be maintained by trained professionals. Common care providers, nurses, and one principal will be recruited. In some cases, likely in a hyperactive person single room, a dedicated care provider may be allotted. In this case, extra costs will be added.

For the architectural design, you may please for. However, still, the design is in provisional form. Lots of changes may have happened. The monthly establishment cost is also not decided.

#### **ALLOTMENT SCHEME:**

1. The DUs in this project will be allotted to the eligible senior citizens on a registered lifetime settlement agreement basis as per the decision of the management committee. This settlement will continue till the death of a maximum of three registered members.
  2. In no way nominee/ legal heir can demand possession of the DU after cessation of occupant/s.
  3. Those applicants who are interested after reading 'terms & conditions', seeing building design, and accepting the place selected for this housing complex, have to apply for registration after payment of Rs. 1000 with filling up of Application Form. This application form must have an email id and WhatsApp number. Then they will be termed as **REGISTERED APPLICANT (RA)**.
1. The Application Fee of Rs. 1,000/- is non-refundable and non-adjustable. This application fee is only for registering his/ her name in Thikana Shimla residential Senior Citizen Club, Charsarati Chapter. By the payment of such application fee RA neither can demand other benefits of Thikana Shimla, nor membership of Thikana Shimla.
  2. Applicant(s) is/are required to submit Application Form only with application money to be registered as RA.
  3. Payment of application fee must be through cheque/ draft/ online transfer only. No cash deposit in the bank account or at the office will be entertained. If so, it will be forfeited. After depositing the money applicant has to fill up the application form quoting transaction history and send the hard copy via speed post/ registered post (no private courier) or **scanned copy** via email from his/ her registered email id. Here registered email id means which mail id is registered in Applicants' List. In any case, sending a photograph of the application form via email will not be entertained. Those who will send

scanned copies of the application form via email have to retain the original copy to submit afterward. Sending scanned copies or photographs of the application form through WhatsApp or by any means other than registered email transaction will not be entertained.

4. Applicants are requested to retain copies of all transactions in a separate file in his/her custody.
5. After registration, every RA will get a password for members to log in to the website.
6. The successful candidate will have to face an interview. This interview may be performed by phone also. The selection of an allottee is the sole discretion of the governing body.
7. Candidate from the panel who will pay the first term payment after selection will then be termed as ALLOTTEE and his/ her spouse and/or third person will be termed as CO-ALLOTTEE. In further writing, both will be termed as 'ALLOTTEE'. After possession of DU 'Allottee' will be termed as 'OCCUPANT'.
8. The allottee will pay the Dwelling Unit Consideration (cost of the flat) (DUC) in installments, which will follow a construction-linked payment schedule.
9. If anybody fails to pay their term payment in a certain time frame then the next person will be invited from the panel and the name of the failed person will go to the bottom of the panel.
10. Allotment of the position of DU will be decided by the lottery. This lottery will be termed as 'POSITION LOTTERY'.
11. After allotment of position two persons may alter their position after written intimation by both parties to the management. But it must be done before registration.
12. Any person authorized by RA may join in the lottery.
13. The interview board's decision will be final for the selection of the allottee. A person residing out of Kolkata may request an interview over the phone. They may send self-attested documents, if necessary via speed post/ registered post (private courier not allowed), or a scanned copy via email from his/ her registered email id. Here registered email id means which mail id is registered in the Applicants' List. In any case, sending a photograph of the application form via email will not be entertained. Those who will send a scanned copy of the documents, the form via email have to retain the original copy to submit afterward. Sending scanned copies or photographs of documents through WhatsApp or by any means other than registered email transactions will not be entertained.

14. The only email is the way for intimation of official notice to an individual. WhatsApp number will be used for intimation.
15. RA will have the power to withdraw their names without showing any cause.

**PAYMENT TERMS:**

1. The RA has to make all payments to 'Thikana Shimla.
2. All payments will be made through Cheque/Demand Draft/Pay Order etc. in favor of "Thikana Shimla" and a money receipt will be issued by Thikana Shimla against each payment. **The request for cash payments will not be entertained in any case.**
3. In addition to the scheduled payment, the occupant will have to pay monthly fixed charge/ maintenance charge/ establishment cost (please ask for the present structure) plus applicable taxes for maintenance and establishment.
4. The monthly fixed charge/ maintenance charge/ establishment cost is for maintaining the premises as well as some basic individual services. It will be collected from every occupant whether he/she started dwelling or not.
5. There will be another charge. It is called ADD ON CHARGES. When occupant will purchase services likely food, laundry services, aya (care provider) services, medical services, paramedical services, car rental, etc. He/ she has to pay the charge (to be determined later) for that particular charge plus applicable taxes. Outside services or outsiders to give service appointed by the occupant will not be allowed.
6. Monthly fixed charge/ maintenance charge/ establishment costs are payable within the 7th day of each month. Failing which interest will be charged as per the rate so fixed by the management committee.
7. The monthly charges fixed at the time of registration will be the base. It may increase from time to time, but it will increase in percentage on the base rate.
8. The new allottee may differ in the rate from the previous allottee.

## INSTALLMENTS

Installments	GENERAL From panel	Payment Date
Application Fee	Rs. 1,000/-	Submission of Application Form
1 <sup>st</sup> Installment	One-fifth of the total cost	At the time of allotment
2 <sup>nd</sup> Installment	One-fifth of the total cost	Sanction of Plan from the Concerned Authority. If already sanctioned then within 2 months of the first installment.
3 <sup>rd</sup> Installment	One-fifth of the total cost	Completion of ground floor casting. If already cast then within 2 months of the first installment.
4 <sup>th</sup> Installment	One-fifth of the total cost	Completion of first-floor casting. If already cast then within 2 months of the first installment.
5 <sup>th</sup> Installment	One-fifth of the total cost	Completion of second-floor casting. If already cast then within 2 months of the first installment.
Final Installment	The extra amount after final calculation, if any  (If there are extra expenses for customization)	After issuance of Possession Letter

**ELIGIBILITY FOR APPLICATION:**

1. Any Indian citizen irrespective of caste, creed, religion, and sex is 50 years of age at the day of registration.
2. NRI/PIOs willing to stay can also apply.
3. Admission is subject to interview by the competent authority/governing body. No patient of chronic contagious disease likely TB will be allowed.
4. The governing body can deny anybody to give allotment to any registered applicant without showing explanation. Getting RA number cannot ensure the DU allotment.

**DOCUMENTS TO BE FURNISHED:**

The applicants are required to submit the following documents when asked by the governing body.

- a. Self-attested copy of PAN Card
- b. Self-attested copy of Voter ID/Service Identity/AADHAR as proof of identity.
- c. Self-attested copy of Passport/Electric Bill/Telephone Bill/Bank Passbook showing address/Driving License/ AADHAR as a proof of residence
- d. Passport size recent photographs of the applicant(s) – 2 copies.
- e. Family details (self-declaration).
- f. In the case of live-in relationship proof of singleness of both has to be submitted along with other necessary documents. Proof of singleness means divorce certificate, death certificate of spouse, self-declaration of non-marriage/ singleness.

**GENERAL TERMS AND CONDITIONS:**

1. The land is purchased in the name of 'THIKANA SHIMLA' based on their existing KYC.
2. A separate website is launched to show the progress, accounts, etc. Allottee will have a password to access to see the accounts, payments which he/ she made and to make any comment/ suggestion/ grievance. General people will only see the progress, information, news, etc.

3. The DU will consist of a room with one toilet, one balcony. The kitchenette will be placed in a corner. If anybody wants to divide the room into two, the cost of the partition, etc. will be charged extra on the actual cost. There will be a provision of an extra toilet. If anybody wants an extra toilet, the actual cost of making will be borne by the occupant/ allottee.
4. The occupant will get a vacant finished and colored room with a common bathroom, kitchen, and electrical fixtures. The occupant can bring his/ her/ their furniture and others. Otherwise, he/ she/ they may order Thikana Shimla to decorate his/ her/ their room. There will be several categories for decoration and furniture. One can choose according to his/ her/ their choice. The pricing will be on an actual basis.
5. All DUs in the scheme will be allotted on a lifetime settlement basis. The deed will be registered at the office of the Register of Assurance of Govt. of West Bengal at the cost of the allottee.
6. Maximum two persons per allotment can register their names in the lease deed. In special cases of differently-abled child or unmarried daughter above 45 yrs, dependent mother/ father - three people per allotment can register their names.
7. Life-time settlement deed agreement will be executed on payment of full Dwelling Unit Consideration (DUC) (cost of unit) including delayed payment charge if any, and documentation charge, if any.
8. After the death of all occupants or surrender of DUC or lifetime settlement cessation by any means the relationship with Thikana Shimla will be terminated.
9. The allottee can nominate only one person of their choice for a refund of DUC.
10. In the event of the death of all occupants, the lifetime settlement will be ceased. The DU will be allotted again to a person only from the wait-listed panel.
11. After the lifetime settlement ceased due to the death of both occupants, the nominee will get the money at the base rate determined at that time. The price will be depended upon project value, goodwill, etc. This price will be quoted on the website. Authority will take 2% of the transaction amount from the buyer (new allottee) to meet legal and other incidental expenditures.
12. After the lease ceased due to the death of all occupants, if the nominee will not contact the authority within three months for death (even after written information), the authority will have

the power to further allot to a person from the waitlisted panel. The base price of DU will be available on the website which is subject to revision from time to time. The base price collected from the new allottee will be handed over without interest to the nominee. The DU will be vacated. Movable goods inside DU will be handed over to the nominee. A rent for storage of movable items, due monthly fixed charge, and other dues will be deducted from the amount of money to be paid.

13. The occupant may surrender any day his/ her DU after lifetime settlement registration without showing any cause. The occupant will get the base rate of that time quoted on the website. The base price will be depended upon project value, goods will, etc. The new allottee will be collected from the panel. If a person from the panel denies accepting the opportunity, the next person from the panel will be called for and the denied person will go to the bottom of the panel. The Authority will take 2% of the transaction amount from the buyer (new allottee) to meet legal and other incidental expenditures.
14. If the allottee (Allottee and co-allottee both) died in the middle of the process of construction, the allotment will be transferred to the next person from the panel. If a person from the panel denies accepting the opportunity, the next person from the panel will be called for and the denied person/s will go to the bottom of the panel. The full amount paid as of the date will be paid to the nominee. No interest however would be payable. This money will be paid to the nominee after collecting the same from the new allottee. The selected person has to pay the base amount for DU, premium value, if any which is selected for that time (quoted on the website), not the amount which the previous allottee had paid. The new allottee has to pay 2% of the transaction amount as a buyer to the authority to meet legal and other incidental expenditures.
15. 98% of the paid amount would be refundable to the allottee in case of surrender (without showing any cause) of allotment/allotted flat in the mid-process of construction. No interest however would be payable. The DU will be allotted to another person from the wait-listed panel. If a person from the panel denies accepting the opportunity, the next person from the panel will be called for and the denied person/s will go to the bottom of the panel. This money will be paid to the allottee after collecting the same from the new allottee. The new allottee has to pay the base amount selected for DU and premium price, if any at that time, published on the website.
16. If the installments as scheduled are not paid in time, the allottee shall pay delay payment charge (DPC) @ 12% p.a. on the installment(s) amount due. Failing of one installment, allotment will be

liable to be canceled. The governing body has the sole authority to make a decision. The DU will be transferred to a person in the panel. In this situation, 2% of the total paid amount or DPC of defaulted amount, which will be higher will be deducted from the paid amount. The DU will be allotted to another person from waitlisted panel. If a person from the panel denies accepting the opportunity, the next person from the panel will be called for and the denied person/s will go to the bottom of the panel. This money will be paid to the allottee after collecting from the new allottee. The new allottee from the panel has to pay the amount selected for the allottee at that time, published on the website. The new allottee has to pay 2% of the transaction amount as a buyer to the authority to meet legal and other incidental expenditures.

17. All allottees shall take over the possession within 30 days from the issuance of the Possession Letter after clearing the final payment. After issuance of the possession letter, the allottee has to go for the lifetime settlement registration at the Office of the Register of Assurance. The cost of registration would be borne by the allottee. If possession is not taken after a stipulated period, the allotment may be liable to be canceled. The governing body has the sole authority to make a decision. Refund will be made after a deduction of 2% from the paid amount of DU. The DU will be allotted to another person from waitlisted panel. This money will be paid to the allottee after collecting from the new allottee. The new allottee from the panel has to pay the base amount selected and premium value if any for the DU at that time (quoted on the website).
18. No extra persons will be allowed to stay with the Allottee excepting extreme urgency on medical grounds or any other ground which the management committee may think fit to allow an extra person with the written permission of the committee and on payment of fees. But in any case, more than 3 days will not be allowed.
19. The Guests of any occupant can stay at the guest room at a stretch for a maximum of one month.
20. Right of DUs is not transferable. Allotment of DUs will be canceled if possession is not taken and Allottee/ occupant does not stay here for continuous 3 months without prior sanction from the authority. Allottee/ occupant has an option to go for the rent for a short period (SHORT STAY RENTAL) to any elderly selected by the authority. The rent would be shared between Allottee and the management at a predetermined ratio.



21. A provisional contract (Terms and conditions) will be signed with the allottee and Thikana Shimla. It will be viable unless the life settlement is made. It will be canceled automatically when the allottee withdraws his/ her/ their money after the cancellation of his/ her/ their allotment by any means.
22. After taking possession, if the Allottee will be on a leave for more than 3 months, in that case, he/she **may request** the authority for a short period rent (short-stay rental scheme) option in his/her DU. The rent would be shared between Allottee and authority at a predetermined ratio.
23. One year Advance maintenance charge/ monthly fixed charge/ establishment cost will be collected from the allottee on the date of possession. In the event of failure to deposit maintenance charges/ monthly fixed charge/ establishment cost for more than three consecutive months from the due date, the allottee will bear the simple 10% increment per month, whatever may be the reason.
24. If the maintenance charge/ monthly fixed charge/ establishment cost is not paid for one year or denied to pay, the lifetime settlement deed will liable be canceled. He/ she/ they will be paid the actual money without interest what he/ she/ they paid after deducting the dues including its interest if any.
25. The allotment will liable be canceled if any discrepancy is found between the documents submitted and the information given in the application form. The DU will be transferred to the person in the panel. In this situation, 20% will be deducted from the paid amount. The DU will be allotted to another person from waitlisted panel. This money will be paid to the allottee after collecting from the new allottee. The new allottee from the panel has to pay the amount selected for DU at that time.
26. In case of any statement/affidavit/document supporting an application is proved to be false or found fabricated at any stage, the entire sum paid by the applicant will be forfeited.
27. If found more than one family members become RA, all transactions of both will be forfeited. Two brothers/ sisters having different families are eligible to apply differently.
28. If any occupant/ allottee/ applicant disrupts peace and integrity and disobeys the motto of this setup as well as of Thikana Shimla he may be expelled after a decision by the governing body. He/she will get the money actual without interest which he/she/ they had paid. The selection of

the next person from the panel will be likely written as before. He/ she/ they will be paid after collecting the money from the new allottee.

29. If any occupant/ allottee/ applicant disturbs the construction of this setup and tries to change the ideology, design of this setup as well as of Thikana Shimla, by any means he may be expelled after a decision by the govern. body. He/she/ they will get the money actual which he/she/ they had paid. The selection of the next person from the panel will be likely written as before. He/ she will be paid after collecting the money from the new allottee.
30. No separate organization, no political activities, no groupism will be allowed. If found any registered applicant (RA)/ allottee/ occupant tries to form or organize a group against the policy of Thikana Shimla, the policy of this setup, governing body of Thikana Shimla, he/ she/ they will be expelled after a decision of the governing body of Thikana Shimla. **All welfare of this organization will be with a motive to serve the elderly of this setup, special children of this setup, and destitute elderly irrespective of caste, creed, religion, and gender. Anybody even he/ she may not be related to Thikana Shimla, even he/ she may not be an elderly person, but having affinity to serve people can be invited to our philanthropic work.**
31. The occupant/ allottee/ applicant must not utter slang to others, must not attack personally, must not disturb others personally, must not condemn, and must not tease the opposite sex. If so, it may attract cancellation of the life settlement deed or cancellation of his/ her/ their application or allotment.
32. Personal relationship, close relationship, provocation, giving bribes to any staff is strictly prohibited. If it is found, that particular staff will be dispelled instantly. If anybody is pleased to offer a gift (no cash) to any particular staff, he/ she has to submit the gift to the office. The gift will be handed over to that particular staff in front of other staff quoting your name and reason. If anybody wants to give cash, he/ she may deposit it in the staff welfare fund after collecting a proper receipt. The total fund collected as a donation will be distributed to all staff once or twice a year.
33. The occupant/ allottee/ applicant must not utter slang to others, must not attack personally, must not tease personally to any staff. There will be a grievance cell. The occupant should submit his/

her grievance in written form/ through website/app quoting particular staff's name and his/ her grievance. The occupant will get a written response within seven days.

34. If anybody has a complaint, he/ she has to submit his/ her grievance in writing. The Thikana Shimla authority or other competent authority will take immediate action.
35. The progress of the project may be delayed due to several causes. One should consider it patiently. He/ she may ask for clarification of the delay verbally or in writing.
36. No regular personal religious activity in the common area will be entertained. But on any occasion, occupants want to perform any religious activity (likely Durga puja, Eid, X-mass) then it will be allowed which is subject to the approval of managing committee decision. But in that place, every person of different religions must be allowed. Everybody should respect others' religions. There will be a very beautiful meditation room just at the bank of the river. All persons, whatever may be their religion will be allowed to meditate, not to worship.
37. If anybody/ group disrupts national integrity, then he/ she/ they will be dispelled immediately after proper police information.
38. No commercial activity, except treatment by a doctor, who is an occupant within DU and/or within premises by anybody will be allowed. The occupants who are doctors will be allowed to treat other occupants instead of money.
39. The occupant/ allottee of a child of special needs has to book a separate space for his/ her/ their child. the occupant/ allottee having a child with special needs has to pay extra for this setup. The area of the space will be determined according to the need of that particular child. One may be allowed his/ her/ their children to reside with them at his/ her/ their dwelling unit. But after his/ her/ their death the child will be brought his/ her pre-booked space. The vacant DU will be handed over to another person from the panel. The money collected will be either handed over to the nominee or be kept for the rearing of his/ her/ their child. a separate agreement will be made in this regard.
40. The space/ building for the special children will be pre-furnished. Nobody will be allowed to keep his/ her furniture in his/ her space.

41. In the case of the children of special needs, a separate contract will be signed between the occupant/ allottee with the governing body or the competent authority to give service to that child, even after the death of his/ her parent.
42. A separate cost will be borne by the parent for rearing their child. if the child does not stay at his/ her specified space, he/ she dwells with his/ her parent, then an establishment cost/ maintenance charge will be incurred.
43. In the case of the children of special needs, the governing body will take legal guardianship to maintain these children after the death of their parents.
44. These terms and conditions may amend from time to time to facilitate more benefit to the occupants.
45. In any conflict the organisation's liability is to refund the money paid by allottee/ occupant.
46. All legal controversy will be solved in Kalyani/ Barasat court.

## **TRANSPARENCY**

is the only keyword

Ready to do any job

to respect the word TRANSPARENCY

Thikana Shimla

## **AMENDMENTS**

Dt 8.8.2021

Nehru Children's Museum

1. The pricing (Dwelling Unit Consideration) of the dwelling unit (DU) is selected as follows:
  - a. Second phase: 20 nos: Rs. 15,00,000 (fifteen lakh)
  - b. Next 30 nos: Rs. 17,00,000 (seventeen lakh)
  - c. Next 20 nos: Rs. 18,00,000 (eighteen lakh)
  - d. Next 30 nos: Rs. 20,00,000 (twenty lakh)
2. The first installment of the second phase will be Rs. 3,00,000 (three lakh). Other installments will be of Rs. 3,00,000 (three lakh). The installment payment date will be decided following the construction-linked payment schedule.
3. The allotment of the second phase DU will be through the panel. Persons according to the panel will be called over the phone, messaged through email.
4. If anybody, according to the panel denies receiving the offer, then the next person from the panel will be called.
5. At present ONLY 20 NOS. DWELLING UNIT will be allotted for the second phase.
6. Allotment of the third phase will be started after further subcommittee meetings.
7. The second installment of the first phase, the panel, and direct allotment, both will be called.
8. The special children will reside in other places in the dormitory system. The persons with the special child will have to bear the cost of the space for his/ her child. The residential unit of special children will be separate but within the premises.
9. The cost of the above said space will be decided in the next meeting.
10. It is mandatory to purchase this above-said space by the parents of special children. However, one can decide to keep his/ her child along with him/ her in their dwelling unit. In that case, after the death of the parents, the child will be shifted into the dormitory.
11. One general meeting will be conducted soon to finalize the terms and conditions of the special children. Every parent of the special children must attend this said meeting before proceeding with this project. They should have a clear idea before booking a dwelling unit.
12. Further, one general meeting should be conducted with all the registered applicants to give a clear conception on THE RECURRING COST after purchase of a dwelling unit, likely maintenance charge, food, and laundry charge, if anybody avail. Other costs are hospital charges, car parking, car rental, care provider charges, house aid charges, etc.