

# AGREEMENT

This agreement executed between President/Secretary of Asha Deep Welfare Society (Regd.) VPO Jahan Khelan, Hoshiarpur hereinafter to be called care Giver Asha Deep Welfare Society and \_\_\_\_\_  
\_\_\_\_\_ Hereinafter to be called Care Seeker.

WHEREAS both care Giver Care Seeker hereto have agreed to admit two mentally handicapped children of the Care Seeker Mr. \_\_\_\_\_  
\_\_\_\_\_ with \_\_\_\_\_ disability for lifelong care at the AASRA Project of the Care Giver vide their application No) \_\_\_\_\_ dt \_\_\_\_\_ on following terms and conditions:-

## TERMS AND CONDITIONS OF THE AGREEMENT ARE AS FOLLOWS

1. The Care Seeker has agreed to pay Rs. 25,000/- (Rupees twenty five thousand only) per child as registration fee and Rs. 5 lacs (Rupees five lacs only) per child as cost of infrastructure as donation.
2. That Care Giver has agreed to provide room on twin sharing basis with attached bathroom for lifetime stay to the children in the designated accommodation. The Care Seeker shall give one month notice to the Care Giver before he wants to physically shift the child/children.
3. At the time of admission i.e. physical shifting of children to the institute Care Seeker will provide FDR with sufficient amount so as to cover life time assured income (FDR interest etc.) to Care Giver at the rate of Rs. 12,000/- pm per child (Rupees twelve thousand only) with provision of 5% yearly increase for at least for 15 yrs with 2016 as base year. The amount of the FDR shall be in the form of donation to the Asha Deep Welfare Society.
4. Monthly income accrued will be spent on food on food, lodging, clothing, medical insurance, salary of the attendant etc.
5. After the death of the Care Seeker the family pension shall be paid to the Care Giver for which the Care Seeker shall execute necessary documents in the favour of the Care Seeker.
6. Care Seeker will nominate one person as authorized guardian who will be permitted to monitor the stay of children once parents are no more.
7. Care Seeker may take back the child/children after admission of the Aasra Project after completing all the legal procedures. However no refund of any amount will be made. Children will be given only to Care Seeker/legal guardian who admitted the children and has signed the agreement and no one else will be permitted to take back the child.
8. While admitting the child, Care Seeker will be required to furnish all important documents to prove the identity and ownership of the children including birth certificate, ID proofs of parents, affidavits, disability certificate, death certificate of the parents where guardian is admitting the children and relationship certificate duly registered in the court in case of guardians who are admitting the children.
9. The Care Seeker shall abide by all the rules, regulations, general direction, guidance and supervision of management or its successors and assignee which may be issued from time to time for the successful implementation of this agreement.
10. The Care Seeker shall normally meet the beneficiary not more than once a month. However, if such an exigency arises, the management may permit Care Seeker to meet more than once a month.

## RESPONSIBILITIES OF CARE GIVER

1. Care Giver shall provide life time care to the children till last rites.
2. Standard accommodation on twin sharing basis will be provided for the stay of children.
3. Children will be provided with clean, hygiene and nutritious food as per the requirement.
4. All arrangement will be made by way of employing Safari Karmachari for keeping the accommodation neat and clean on daily basis.
5. Routine medical check of the children will be carried out by a Doctor (at least every six months) to monitor the health of the children.
6. Full time attendants will be provided for two severe category children.
7. All arrangements will be made to ensure security of the children within & outside the complex.
8. Parents/guardian/relatives will be permitted to meet inside the complex during the visiting hours in the presence of the attendants.
9. During holidays Care Seeker can take their wards home for not more than two month and leave them back. However no refunds for the said period by Care Seeker will be claimed. Children will be permitted to leave complex with only parents/legal guardian on furnishing proper application with witnesses
10. Care Giver shall maintain a separate file for each child to include his medical history, details of visitors and other such details.
11. Care Seeker will be permitted to celebrate the birthdays/important festivals within the complex, however all the inmates will form the part of the celebration.
12. Care Giver or its successors or assignee shall provide recreation, leisure, vocational and other activities for the children.
13. Medical/health /accident insurance cover of not less than Rs.1,00,000 shall be arranged.
14. The Care Seeker shall always keep informed the management or its successors and assignee about any change of address.

## Compliance with LAWS

Both the parties to this agreement hereto agree that they shall comply with all applicable Union, State and Local laws, Ordinances, Regulations and Codes in performing their respective obligation.

## Indemnity

The management or its successors and assignee shall not be held liable for any disease or loss of life or property to beneficiary and/or Care Seeker due to:

- a. Lack of any service not covered under the terms of the scheme.
- b. Any misrepresentation by the Care Seeker.
- c. Non-payment of any amount by Care Seeker which is due to the management or its successors and assignee, and is required to be deposited before sifting of children to (AASRA)
- d. Any breach of this agreement by the Care Seeker.
- e. Epidemic, fire, flood, earth quake, riot, arson, war or any other natural calamity or any other extraneous ground or circumstances beyond the control of the management or its successors and assignee.

## Termination

The agreement shall automatically stand terminated on the death of the beneficiary. No refund of any payment shall be made to any person. In case termination of agreement is due to breach of its terms and conditions by the Care Seeker, the Care Giver or its successors and assignee shall not have any other option but to suspend care services and to revoke agreement except for force majeure clauses.

Force Majeure

The circumstances or event beyond the control of the parties including delays due to non-availability of quality resources of desired quality, floods, fire, accident, earth quake, riot, explosions, war, hostilities, acts of government, custom barriers or other causes of like character and reason thereof, deposit due diligence and reasonable efforts by both the parties, the parties shall be excused from performance hereunder for so long as such causes, circumstances or events shall continue to prevent or delay such performance.

Severability

If any term or provisions of this agreement shall be declared by a court of competent jurisdiction, the remaining terms and provisions of this agreement shall remain unimpaired and to be in full force and effect.

Complete Agreement

This agreement is entire in itself and cannot be changed or terminated orally. No modification waiver or amendment of this agreement shall be binding unless communicated in writing and signed by both the parties. All legally required amendments shall automatically become an integral part of this agreement.

Arbitration

In the event of any dispute between the parties, the dispute shall be referred to the arbitrator to be appointed by Asha Deep Welfare Society or its successors or assignee and the arbitration proceedings shall be held at the place where this scheme is running and the decision of this arbitrator shall be final binding on both the parties. However in case of any legal proceedings, the legal jurisdiction shall be jurisdiction of Hoshiarpur.

In case of demise of the beneficiary, the signatory of the agreement shall be informed and the last rites shall be performed as per the mutual consent of both the parties. If the signatory of the agreement is no more than the Care Giver shall perform the last rites.

IN WITNESS WHEREOF the parties hereto have executed and signed this agreement on.....day, of month....., year.....

Care Giver (Name, address and signature)  
President/Secretary  
Asha Deep Welfare Society (Regd.)

Care Seeker (Name, address and signature)  
(Parents/Legal Guardian)

Witness (Name, address and signature)

Witness (Name, address and signature):

1. ....  
(Member Governing Body)

1. ....

2. ....  
(Member Governing Body)

2. ....