

**DEED OF TRUST
OF
AAROGYA SRI HEALTH CARE TRUST**

THIS DEED OF TRUST executed on this the (24th) day of August, Two Thousand and Seven by the GOVERNOR OF ANDHRA PRADESH represented by Sri P.K. Agarwal, Principal Secretary, Department of Health, Medical & Family Welfare, (present) Govt. of Andhra Pradesh, (hereinafter referred to as the "AUTHOR" which term wherever the context so admits or permits, shall mean and include his successors and assignees.)

- A. WHEREAS the GOVERNMENT having realized that the existing arrangements for medical and surgical care are inadequate, more particularly in cases where medical admission or surgical treatment is required in super specialty hospitals and Nursing Homes for serious and complicated ailments, and with a view to establish a health Insurance, scheme under the name of the "RAJIV AAROGYASRI COMMUNITY HEALTH INSURANCE SCHEME" (hereinafter also referred to as the "Scheme", the details whereof are more particularly set out in Appendix to these presents);
- B. WHEREAS the Scheme envisages the setting up of a trust created specifically to design, implement, administer and whenever necessary modify the Scheme and to do all such other matters connected therewith.
- C. WHEREAS it is deemed necessary that this Deed of Trust be executed in detail and record the various powers, duties and functions of the Trustees and such other matters in relation to the trust.

NOW THIS DEED OF TRUST WITNESSTH AS FOLLOWS:

1. DECLARATION OF TRUST :

The AUTHOR of the TRUST does hereby confirm and declare that a sum of Rs.1001 (Rupees One Thousand and One Only) was settled on the Trust on 11-09-2006 with the Board of Trustees. The Board of Trustees hereby accepts, confirms and acknowledges receipt of the above amount of Rs.1001 (Rupees One Thousand and One Only) in the trust declared and provided upon the terms and conditions set forth in this agreement and confirms that the above amount together with all the additions and accretions received in accordance with the Scheme shall be held in trust, received and applied as provided in this Agreement and shall be subject to the obligations set forth herein.

2. NATURE AND NAME OF THE TRUST :

- (a) The beneficiaries shall be the people who are defined as "Beneficiaries" under the Scheme.
- (b) The name of the TRUST shall be "AAROGYASRI HEALTH CARE TRUST" and the principal office of the TRUST shall be situated at the 3rd FLOOR, MUNICIPAL COMPLEX, BESIDES KOTI MATERNITY HOSPITAL, SULTAN BAZAR, KOTI, HYDERABAD-500 001. The office of the TRUST may be shifted to any other place as may be decided upon in this regard by the Board of Trustees.

OBJECTS OF THE TRUST :

- a. The main object and aim of the TRUST is to implement, establish, provide, administer, modify, and supervise either directly or indirectly the RAJIV AAROGYASRI COMMUNITY HEALTH INSURANCE SCHEME for the benefit of the Beneficiaries.
- b. To collect contributions as may be decided by the Board of Trustees from time to time from the Beneficiaries, and to manage the funds thus collected.
- c. To do or cause to be done all such acts, deeds and things as would further the objects of the Scheme for the benefit of the Beneficiaries.

BOARD OF TRUSTEES:

a) The following shall be the trustees:-

i)	Hon'ble Chief Minister of A.P.	Chairman
ii)	Hon'ble Minister for Medical Education & Health Insurance	Vice-Chairman-I
iii)	Principal Secretary to Govt., HM&FW Dept	Vice-Chairman-II
iv)	Principal Secretary to Govt., Finance Dept	Trustee
v)	Principal Secretary to Govt., Rural Development Dept.,	Trustee
vi)	Commissioner of Family Welfare, Govt. of AP	Trustee
vii)	Director of Health Govt. of A.P.	Trustee
viii)	Director of Medical Education, Govt. of AP	Trustee
ix)	Commissioner, AP Vaidya Vidhana Parishad	Trustee
x)	Director, NIMS	Trustee
xi)	Financial Adviser, to be nominated by Govt.	Trustee
xii)	Chief Executive Officer, Aarogyasri Health Care Trust	Secretary of the Trust

- b) The Board may also invite other prominent persons in the field of Health, Insurance, Risk Management, Finance etc., from time to time
- c) The individual Trustee shall hold office till the official post is held or until the termination of the Trust or the discharge of the Trustee, whichever is earlier. The Individual trustee may resign, only with the prior approval of the GoAP.
- d) The **Hon'ble Chief Minister, Government of Andhra Pradesh**, shall be the Chairman of the TRUST and in case of difference of opinion arising among the TRUSTEES, the decision of the Chairman shall be final and binding upon the TRUSTEES.

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Principal Secretary to Government
Health Medical & Family Welfare Dept
Secretariat, Hyderabad.

- e) The **Chief Executive Officer / Secretary** of the Trust shall be the executive authority of the TRUST and shall exercise all powers, functions and duties as determined by the BOARD OF TRUSTEES from time to time.
- f) The BOARD OF TRUSTEES shall appoint any one or more of their body to the office of the Treasurer and Secretary of the TRUST and entrust with such rights and powers in relation to the conduct of the TRUST and its affairs as determined by the Board of Trustees.
- g) The BOARD OF TRUSTEES shall have the power to co-opt any other person to the BOARD OF TRUSTEES for such period and term as the Board of Trustees deems fit. However, the total number of TRUSTEES shall not exceed 20 (twenty).

6. POWERS OF THE BOARD OF TRUSTEES.

The BOARD OF TRUSTEES shall hold, administer and manage the Trust with a view to carry out the objects of the TRUST herein above mentioned and to augment its funds and administer them and to discharge their duties, and it shall have the following powers:

- (a) To establish, formulate provide and administer, the RAJIV AROGYASRI COMMUNITY HEALTH INSURANCE SCHEME or any other HEALTH INSURANCE SCHEMES formulated by the Government of AP in the field of medical diagnosis, medical admissions medical surgeries, post-operation treatment and the likes for the Beneficiaries.
- (b) To enter into agreement with Insurance Companies as licensed by the Insurance Regulatory Development Authority Act for effective implementation of the RAJIV AROGYASRI COMMUNITY HEALTH INSURANCE SCHEME.
- (c) To select, authority and identity Network Hospitals in which the Beneficiaries of the RAJIV AROGYASRI COMMUNITY HEALTH INSURANCE SCHEME would be provided health care and surgical operations and prescribe the tariff for the cost of surgeries.
- (d) To appoint officers/staff for the office of the Trust, who shall be employed from time to time including accounting staff.
- (e) To receive any monetary or other assets and properties in any shape or form as and when given by the GOVERNMENT or any other person/s as gift, donation and endowments and to hold the same as part of the capital fund or corpus of the TRUST, if such donor expresses his/her desire to treat the same or to make it available for the application to further the objects of the TRUST by treating the same as the income of the TRUST.
- (f) To receive grants, donations or contributions towards the furtherance of the objects of the Trust or towards the corpus of the Fund.

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- (g) To collect funds by way of donations, subscriptions, grants, presents, contribution and other forms of offerings so as to augment the TRUST FUNDS for application towards the objects of the TRUST or to make donations and endowments or contributions or otherwise apply the TRUST FUNDS towards the objects of the TRUST.
- (h) To acquire on lease or by purchase or otherwise and to sell mortgage or lease out or transfer in any other properties, movable or immovable, and to construct buildings, manage and to deal with such properties and all other assets of the TRUST and to pledge, hypothecate or otherwise lien over them to raise funds, and to deal generally with the assets for the purpose of achieving the objects of the TRUST.
- (i) To invest the funds of the TRUST in fixed deposits in banks, Government Securities, Bonds, National Savings Certificates or any other scheme, of the Government and vary the same from time to time depending upon the needs of the TRUST.
- (j) To receive, Collect, realize or cause collections, and realization of all interests, dividends, bonus or premium that accrues or becomes due on all or any of the stock, funds, securities, debentures or deeds or documents, local authority or any other statutory bodies in respect of the TRUST matters.
- (k) To represent the TRUST in all courts or before any other authorities and departments of Governments, Semi-Governments, local authority or any other statutory bodies in respect of the TRUST matters.
- (l) To execute or negotiate all the necessary papers and documents whether negotiable or non-negotiable and to receive monies or other assets and to grant receipts and also discharge in respect thereof.
- (m) The Trustees in discharge of their duties as trustees aforesaid and in the exercise of all discretionary and other powers hereunder may appoint / employ / retain advocates, bankers, brokers accountants, auditors, registrars, professional advisors and consultants to transact any business required to be done under these presents. The Trustee shall not be responsible for the default or misconduct of any such agent or attorney (excluding officers and employees of the Trustee) appointed by it with reasonable care. The Trustee shall be responsible for performing such duties and only such duties of the Trustees as are specifically provided in this deed and no implied duties or liabilities shall be read into this deed against the Trustee. The permissive rights of the Trustee to do things enumerated in this Indenture shall not be construed as a duty. Provided that the Trustee shall have performed such duties as are specifically required of it in this deed, the Trustee shall not be liable for any action taken or omitted to be taken on the written advice of counsel selected by the Trustee with reasonable care. The Trustee shall not be answerable for the exercise of any discretionary power in good faith under this deed, or for any error of judgment made in good faith by an officer of the Trustee in exercising such power, or for any discretionary action taken or omitted to be taken in good faith under this deed, excepting only its own misconduct or negligence.

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- (i) To institute, file/defend any suit in any Court of Law in any matter concerning the Trust or any matter incidental thereto and for the purpose, to engage or appoint any advocate, pleader, attorney etc., and to make any statement, application, affidavit.
 - (ii) To execute, sign and institute/file all kinds of suits, writs, complaints, petitions, revisions, written statements, appeals, vakalatnama etc., in courts of law i.e., Civil, Criminal or Revenue, Tribunal or authorities and to present proceedings before Courts, arbitrators or any other authority in relation to the Trust.
 - (iii) To borrow for the purpose of the TRUST on personal credit of the TRUST with or without charge or lien and responsibility upon the assets of the TRUST.
 - (iv) To meet all the necessary expenses incurred or to be incurred in connection with the creation and execution of this TRUST.
 - (v) To authorize the Chairman and Secretary of the Trust to incur expenditure necessary for running the administration of the Trust.
 - (vi) To open and maintain accounts of any nature in any bank/s of their choice and authorize operations of the said accounts by the members of the BOARD OF TRUSTEES jointly or severally.
 - (vii) The powers enumerated above shall be exercised by the BOARD OF TRUSTEES subject to their satisfying the conditions laid down u/s 11, 12 and 13 of the Income Tax Act, 1961 (Act 43 of 1961), as amended from time to time, so that the income of every assessment year is eligible for exemption and donations to the TRUST qualify for deduction u/s 80-G of the Income Tax Act, 1961 in the hands of the donors.
 - (viii) The powers vested in the BOARD OF TRUSTEES shall be exercised according to the consensus of opinion of the members of the BOARD OF TRUSTEES and if there is any difference of opinion arising among the TRUSTEES the decision of the Chairman shall be final and binding upon the TRUSTEES.
 - (ix) The Trustees may delegate any of their powers to one or more executives or committees consisting of such member or members or such other persons as they think fit. Any executive so appointed or committee so formed shall in the exercise of the powers so delegated, conform to any regulations that may be imposed on it in that behalf by the Trustees.
 - (x) To frame rules and regulations with regard to the TRUST in conformity with statutory requirements for such administration and governance.
 - (xi) To do all other acts, deeds, matters and things, which may be deemed necessary and expedient for carrying out the objects of this TRUST or its administration.
12. The Author being the only contributor to the Trust, this Trust will be fully owned by the Government of Andhra Pradesh.


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1. The trust is established as a public trust under the Indian Trusts Act 1882.
2. The GoAP has accorded approval for setting up the Trust under the Indian Trusts Act 1882 vide G.O.Ms.No.227, dated:09-06-2006 of Health Medical and Family Welfare Department.

3. **CORPUS OF THE TRUST:**

The CORPUS of the TRUST shall mean and include the sum of Rs.20,00,00,000/- (Rupees Twenty Crores only) declared as the TRUST PROPERTY and all the other funds and investments for the time being representing the same and it shall also include such gifts, donations, endowments as may be received from the GOVERNMENT or any other person which are required to be kept as part of the corpus of the TRUST, and also such other amounts held by the TRUSTEES or the BOARD under the specific directions and terms and that, they shall be kept as part of the corpus of the TRUST and also the investments for the time being representing the same. It shall also mean and include any other sum required to be kept as a part of corpus of the TRUST.


4. **TRUST FUNDS AND TRUST PROPERTY**

TRUST funds or property shall mean and include not only the corpus of the TRUST but also the income arising to the TRUST which remains unapplied or accumulated for application towards the objects by keeping and treating it as part of the corpus of the TRUST and all the investments for the time being representing the same.

5. The Chairman or the Secretary, of the BOARD OF TRUSTEES with the approval of the Chairman, may convene a meeting of the BOARD OF TRUSTEES by serving a notice of the meeting on the other members of the BOARD OF TRUSTEES in writing, and setting out in the notice the matter to be discussed, the place of meeting, the day, date and time of the meeting. All decisions shall be taken by majority, in case of difference of opinion arising among the TRUSTEES the decision of the chairman shall be final and binding upon the TRUSTEES.
6. The office of the TRUSTEES or the Members of the BOARD OF TRUSTEES as the case may be, shall be honorary and any person holding such office shall not be entitled to draw any remuneration for carrying out his duties other than reimbursements of expenditure incurred in connection with the Trust.
7. The BOARD OF TRUSTEES shall meet from time to time but not later than 3 months from the meeting held last and as and when necessary to transact business and for considering the betterment of the TRUST and its assets.
 - a) The quorum for the meeting of the BOARD OF TRUSTEES shall be four members.
 - b) Notice of all meetings of the BOARD shall be sent to every member of BOARD OF TRUSTEES by post or courier and for this purpose the posting of the communication to the address of the members of the BOARD OF TRUSTEES shall be deemed to be sufficient notice.

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14. The BOARD OF TRUSTEES shall cause true and correct accounts to be kept of the sum of money received and expended on behalf of the TRUST including income realized by the TRUST. The accounts and the Balance sheet shall be audited atleast once in every year by the Chartered Accountant appointed by the BOARD OF TRUSTEES and shall be countersigned by the BOARD OF TRUSTEES and the Trust shall obtain the report of the auditor on its accounts.
15. The BOARD OF TRUSTEES shall have power to make rules and regulations with regard to conduct of the affairs of the TRUST in all matters in respect of the duty vested in them as they may think fit and also have power to alter, modify delete and amend them from time to time.
16. The funds and the income of the TRUST shall be solely utilized for the achievement of the objects of the Trust and no portion of it shall be utilized for payment to TRUSTEES or members by way of profits, dividends, interest, etc.
17. The BOARD OF TRUSTEES shall be indemnified against any expenses and losses incurred or suffered or any payments made by them in the administration of the TRUST. Such expenses, losses and payment shall be borne by the TRUST and none of the first TRUSTEES or the members of the BOARD OF TRUSTEES, as the case may be, shall in any way be personally liable or responsible for the same.
18. The Board of Trustees shall be accountable for such monies or securities which they actually receive. They shall also be further accountable for the monies or securities in respect of which there is a default by other persons, including bankers, brokers or auctioneers with whom or into whose hands the trust monies or securities may be deposited resulting in loss, such loss having occasioned on account of the willful acts on the part of the trustees.
19. The BOARD OF TRUSTEES from time to time shall have power to alter modify, add or delete any terms of the TRUST DEED so as to realize the objects of the TRUST effectively and efficiently. However, such modifications and amendments to the TRUST DEED shall not alter the structure of the TRUST in any way rendering the TRUST disentitled to win the recognition u/s. 80-G of the Income Tax Act, 1961, or denial of exemptions u/s 11, 12 and 13 of the Income Tax Act, 1961. Further, no amendment shall be carried out without the prior approval of the Commissioner of the Income Tax.
20. The funds of the TRUST shall be invested in the modes specified under the provisions of section 13 (1) (d) read with section 11 (5) of the Income Tax Act, 1961 as amended from time to time.
21. In the event of the Dissolution or Winding up of the Trust, all the properties of the Trust shall be transferred to another Trust, which is registered under the Income-Tax Act, 1961 and having similar objectives of the Trust.
22. Proper books of accounts shall be kept with regard to all the expenses incurred by the TRUST as well as receipts of money including income realized by the TRUST. The Books of Account of the Trust shall be audited by a Chartered Accountant duly appointed as Auditor of the Trust by the Board of Trustees.


 Principal Secretary to Government
 Health Medical & Family Welfare Dept
 Secretariat Hyderabad.

13. The official year for the purpose of the accounts of the TRUST shall be from 1st April to 31st March of the following year.

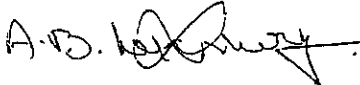
14. The TRUSTEES shall carry out their duties as economically and as carefully as may be possible. However, the TRUSTEES shall not be liable for any loss, damage or other detriment caused to the TRUST in respect of their actions. As such the TRUSTEES shall always be kept harmless and indemnified except for such act as may amount to fraud.

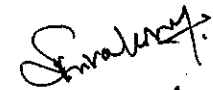
15. The Trustee shall be protected and shall incur no liability in acting in good faith upon any requisition, resolution, notice, request, consent, certificate, statement, affidavit, or other document which it shall in good faith believe to be genuine and to have been passed or signed by the proper Board or persons or to have been prepared and furnished pursuant to any of the provision of this Indenture and the Trustee shall be under no duty to make any investigation or inquiry as to any statement contained or matters referred to in any such instruments, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statement

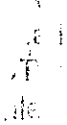
16. The definitions and interpretation and construction of words mentioned in the Trust Deed are elaborated and appended as Annexure.

In witness whereof the Author has executed this Deed on the day, month and year above mentioned.

WITNESSES


1. 
(A.B. LAKSHMI NARAYANA)

2. 
S. SHIVA KIRAN


Governor of Andhra Pradesh
Represented by

P.K. AGARWAL
PRINCIPAL SECRETARY TO GOVERNMENT

fully confirmed and accepted by the Board of Trustees.


Principal Secretary to Government
Health Medical & Family Welfare Dept
Secretariat, Hyderabad.

Appendix

Salient features of Rajiv Aarogyasri Community Health Insurance Scheme for below poverty line (BPL) population 3 districts of Andhra Pradesh

There is a felt need in the State to provide financial protection to families living below poverty line for the treatment of major ailments such as cancer, kidney failure, heart and neurosurgical diseases etc., requiring hospitalization and surgery. Government hospitals lack the requisite facility and the specialist pool of doctors to meet the state wide requirement for the treatment of such diseases. Large proportions of people, especially below poverty line borrow money or sell assets to pay for the treatment in private hospitals. Health insurance could be a way of removing the financial barriers and improving access of poor to quality medical care; of providing financial protection against high medical expenses; and negotiating with the providers for better quality care. Government of Andhra Pradesh have accordingly formulated this scheme for implementation on a pilot basis in three most backward districts of the State viz., Anantapur, Mahaboobnagar and Srikakulam. "Aarogyasri Health Care Trust" has been set up to act as "State level nodal agency" for the implementation of the Scheme.

DETAILS OF THE SCHEME :

1.0 Name :

The name of the scheme shall be "RAJIV AAROGYASRI COMMUNITY HEALTH INSURANCE SCHEME"

2.0 Objective :

To improve access of BPL families to quality medical care for treatment of diseases involving hospitalization and surgery through an identified network of health care providers. In the initial phase, the scheme would provide coverage for the following system;

- i) Heart
- ii) Cancer
- iii) Neurosurgery
- iv) Renal diseases
- v) Burns
- vi) Poly trauma cases. Not covered by the Motor Vehicle Act

3.0 Beneficiaries :

The scheme is intended to benefit below poverty line (BPL) population in the 3 backward districts of the State viz. Ananthapur, Mahaboornagar and Srikakulam on pilot basis. According to a recent enumeration, there are 23,16,426 BPL families in three districts of the State, comprising of a population of 8339854. Database and photograph in electronic format of these families is available in white ration cards issued by the Civil Supplies Department. District wise profile of the BPL families is given below :

DECLARATION

We the undersigned have formed into Aarogyasri Health Care Trust Registered under Indian Trusts Act 1882

No	Name of the Trustee (in Block letters) S/o.W/o.D/o.	Age, Years	Designation of the local standing in the Trust	Occupation	Residential Address	Signature
1.	Dr. Y. S. Rajasulagna Reddy		Chief Minister of Andhra Pradesh	Chairman		
2.	GALLA ARUNA KUMARI	58	Minister for Medical Education & Health Insurance	Vice-Chairman - I	54A, R.No 11, Film Nagar J. Hills Hyd	
3.	PRADIP KUMAR Aga-Russal	58	Principal Secretary to Government, HM & FW Department	Vice-Chairman-II	Plot No. 59, Rd No 72 Prashasan Nagar Colony J. Hills Hyd	
4.	N. RAMESH KUMAR.	51	Principal Secretary to Govt., Finance Dept	Trustee	BK14 Road No 10 Banga Hills.	
5.	K. Raju	51	Pt. Secretary to Govt., Rural Development Department	Trustee	BH 6/1, Officers' Colony BN 10, Banjara Hills, Hyd-34	
6.	ANIL CHANDRA PUNETHA	48	Commissioner of Family Welfare, Govt. of A.P.	Trustee	BH 2/5 - Officers Colony K. Hills 10, Banjara Hills	
7.	DR. P. VENKATESWAR RAO	53	Director of Health, Govt. A.P.	Trustee	202, Smta Govt. Hospital Ashok Nagar, Hyderabad	
8.	DR. I. V. RAO	58	Director of Medical Education, Govt. A.P.	Trustee	13-G-437/1/1/1e Khadra Bagh, Hyderabad	
9.		58	Commissioner, A.P. Vaidya Vidhana Parishad	Trustee	38A TLA COLONY, R.No. 121 BANJARA HILLS, HYDERABAD	
10.	Dr. D. PRASADA RAO	58	Director, NIMS	Trustee	CHA camp office - Raj Bahvan Road Bagamhal. Hyd	
11.	P.R. KIRAN KUMAR Reddy	47	Financial Adviser, to be nominated by Govt.	Trustee	FLAT No. 202, 2nd floor, 10-2-5/11 A.C. GUARDS, HYDERABAD - 500004	
12.	BAVU A	31	Chief Executive Officer, Aarogyasri Health Care Trust	Secretary of the Trust		

8.9 Payment of Premium :

The Trust / Government will pay the insurance premium on behalf of the BPL beneficiaries to the Insurance Company directly.

8.10 Present Stage of the Scheme :

The Star Health and Allied Insurance Co. Ltd., has been selected through a competitive bidding process to implement the scheme in the three pilot districts w.e.f. 1st April, 2007. Government have agreed to pay a premium of Rs. 66 crores + Service Tax to the Star Insurance Company @ Rs. 330 per family per year. The scheme was formally launched by Hon'ble Minister at Mahabubnagar on 31st March, 2007 and by the respective District Ministers in Anantapur and Srikakulam districts. More than 70 corporate hospitals and government hospitals have joined the network to provide treatment to the beneficiaries of the scheme.

ANNEXURE - 1

A) Definitions :- In this deed (except as otherwise expressly provided for unless the context otherwise requires) the terms used a defined terms in the recitals hereto shall have the same meanings throughtout this deed and in addition the following terms shall have the meanings specified below.

1. "Accrual Period"

means a financial year beginning April 1 and ending March 31 of the following year or part period there of ending on March 31.

2 "Auditors"

means any independent auditor(s) viz. one or more firms of-chartered Accountant(s) appointed by the TRUSTEE from time to time.

3 "Beneficiary"

means any person from Andhra Pradesh who is below the poverty line and whose name appear in the White Ration Card issued by the Government of Andhra Pradesh.

4 "Board"

means the Board of Trustees

5 "Contributors"

means the Government of Andhra Pradesh and or the philanthropic institutions and corporate bodies and the people of Andhra Pradesh below the poverty line, the health delivery institutions in public sector and otherwise as specified from time to time by the Government of A.P.

6 "Contribution"

means and property paid or transferred or agreed to be paid or transferred to the Trust by the Contributors or any assistance provided by the Government of India.

7 "Contribution Fund"

means (i) Contributions and (ii) any net income or surplus derived by the Trust pursuant to the provisions hereof.

6.0 Procedures for enrollment of Hospitals :

HOSPITAL / NURSING HOME : Means any institution in Andhra Pradesh established for indoor medical care and treatment of disease and injuries and which either.

Hospital / Nursing Home run by Government fulfilling relevant requirements of the Scheme.

OR

In case of networked hospital, it should comply with minimum criteria as under :

- a) It should have at least **50** inpatient medical beds.
- b) Fully equipped and engaged in providing Medical and Surgical facilities along with Diagnostic facilities i.e. Pathological test and X – ray, E.C.G. etc for the care and treatment of injured or sick persons as in-patient.
- c) Fully equipped Operation Theatre of its own wherever surgical operations are carried out.
- d) Fully qualified nursing staff under its employment round the clock.
- e) Fully qualified doctors(s) should be **physically** in charge round the clock.
- f) Maintaining complete record as required on day to day basis and be able to provide necessary records of the insured patient to the Insurer or his representative as and when required.
- g) Using ICD and OPQS codes for Drugs, Diagnosis, Surgical procedures etc.
- h) Having sufficient experience in the specific identified field.

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Hospital should be in a position to provide following additional benefit to the BPL beneficiaries related to identified systems.

- a. Free OPD consultation.
- b. Substantial discounts on diagnostic tests and medical treatment required for beneficiaries.
- c. Minimum 10-12 free Health Camps in villages in a year for the screening of the BPL patient suffering from the identified ailments. Villages shall be identified in consultation with the trust.

9 "Fund Manger"

means the Secretary of the Trust for managing the Trust Fund.

8 "GoAP"

means the Government of Andhra Pradesh. The Governor of Andhra Pradesh, is represented by the Principal Secretary, Health, Medical & Family Welfare Department, having its administrative headquarters for the time being at the A.P. Secretariat, Hyderabad – 500 022 and its successors.

10 "Deed"

means this Deed of Trust.

11 "Insurance Cover"

means and includes the insurance coverage to be provided and determined wholly or partly by the package under this deed.

12 "Health projects"

means and includes the different services and projects as approved by Government from time to time and shall include but not restricted to the following

- Viability gap funding for establishing facilities for secondary and tertiary health care services.
- Capital subsidy
- Concessions in tariff, duties and taxes etc.

13 "Investments"

means monies lent / to be lent by the TRUST for health Projects and includes monies placed by the Trust in instruments such as Government Promissory Notes or other Government Securities, stock or shares in any banking company or other Central or State public company, or stocks, funds, shares, debenture, debenture stock, commercial papers, financial papers, short term or long term corporate deposits, securitised debt, mortgage, bonds, obligations and securities of any description whatsoever.

14 "lender"

means any person/s who has given monies to the Trust, by way of loan.

15 "loan"

means the monies lent to the Trust and includes debentures / bonds / any other financial instruments.

16 "Medical Expenditure"

means amount incurred and payable for the inpatient treatment for identified ailments / conditions in notified hospitals.

17 "Member"

means individual beneficiary of the "Scheme" enrolled in the scheme after remitting the membership fee and / or the subscription as decided by the Board from time to time and effective from the date as announced by the Trust from time to time.

18 "Membership Fees"

means any contribution payable by the member in accordance with the provisions of the scheme and as decided by the Board from time to time.

19 "Net Income"

means in relation to any Accrual Period, the Net Income earned by the Trust as shown in its audited statements of accountant for that, accrual Period, net off all costs, taxes and expenses, Fund Manager's fees, remuneration and interest on the borrowals by the Trust.

20 "Network of service Providers"

means the network of secondary and tertiary health service providers in conformity with requirements of the schemes and as approved by the Board.

21 "Package"

means the package of different components like hospital expenses, daily allowance etc., and as approved by the Board. The Standards / ceilings of each component of package to be fixed appropriately as the case may be .

22 "Premium"

means the contribution payable by members of the scheme in order to access the benefit under the scheme. The Trust may part-finance the premium as decided.

23 "Projects"

Means the health projects mentioned in "12" above

24 "Property"

Means money and includes both initial as well as additional", property hereto comprising of real, personal movable or immovable property of any description and wheresoever situated and in relation to rights and interests includes those rights and interests whether vested, contingent, or future.

25 "Rating Agency"

Means any recognized credit rating agency maintaining a credit rating on the bonds or any other financial debt instruments.

26 "Scheme"

means "Rajiv Aarogyasri Community Health Insurance Scheme" or any other health Care scheme formulated under the Trust.

27 "State"

means the Government of Andhra Pradesh or the jurisdiction thereof.

28 "Subscription"

means periodic contributions payable by member as prescribed under the guidelines and requirements of the scheme and / or as decided by the Board from time to time.

29 "the Regulations"

means the Regulations as set out in the Schedule hereunder.

30 "the Trust"

means the Trust created by the Author

31 "the Trust Fund"

means and includes the aggregate of

- a) the Initial Settlement
- b) the Contribution
- c) Investments
- d) Loans
- e) Receivables and
- f) All other properties of the Trust.

32 "the Trust Period"

Means the period from the date hereof until such date till it is reverted by the author.

33 "Unit"

Means one unit of the nominal value of Rs. 100/- (Rupees one hundred only) evidencing beneficial interest in the Trust Fund and includes a "Fraction Certificate" evidencing beneficial interest in the Trust Fund of the value stated therein but less than Rs. 1,00,000/- (Rupees one lakh only)


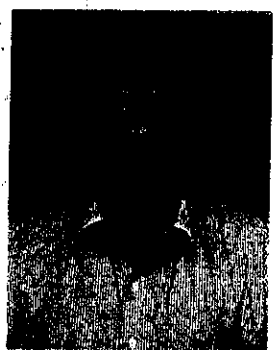
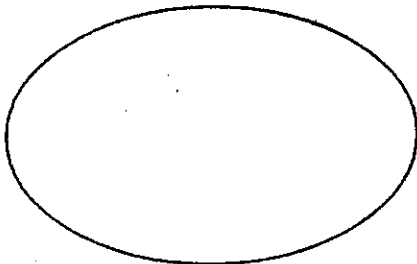
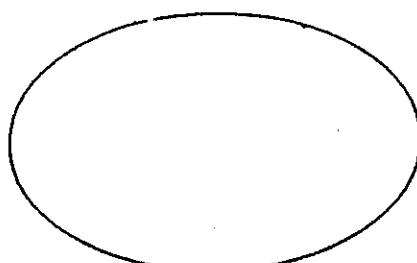
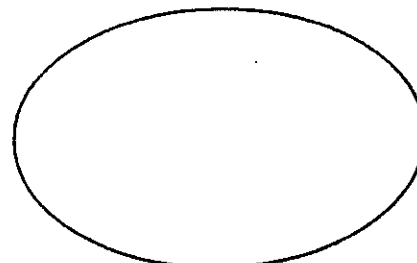
17
34 "Trust Representative"

Means the Chief Executive Officer; Secretary or any other officer of the Trust or other person designated by certified resolution of the governing body of the Trust to act for any of the forgoing either generally or with respect to the execution of any particular document or other specified matters, a copy of which shall be on file with the Trustee.

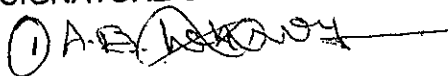
B) **Interpretation and Construction :**

- a) The Words : "hereof", "herein", "hereto", "hereby", and "hereunder", refer to the entire deed.
- b) Every "request", "requisition", "Order", "demand", "application", "direction", "notice", "statement", "certificate", "consent" or similar action hereunder shall, unless the form there of is specifically provided be in writing and shall be signed by a Trust representative in the case of the Trust and by the authorized officer in the case of one of the borrowers.
- c) All words and terms importing the singular number shall where the context requires import the plural number and vice – versa
- d) Words importing the masculine gender shall include female and neutral gender
- e) The headings and sub-headings to this deed are inserted only for reference to the provisions hereof and shall not affect the construction of such provisions.

Photographs and Fingerprints As per Section 32A of Registration Act, 1908

Sl. No.	Finger Print In Black Ink (Left Thumb)	Pass port size Photograph (Black & White)	Name & Permanent Postal Address of Presentant / Seller Buyer
			N. B. Ratna Kumari Section Officer 'F' Block H.R.P.W Dept AP& Hegde
		Photo	
		Photo	
		Photo	

SIGNATURE OF WITNESSES



SIGNATURE OF THE EXECUTANT/S

