

DVL WELFARE TRUST

CONSTITUTION

01. Title:

The Scheme shall be known as DVL WELFARE TRUST.

02. Registration:

- a) The scheme shall be registered separately with the Registrar of Societies / Charity Commissioner as permissible by law.
- b) The scheme shall function as a financially autonomous wing of Indian Association of Dermatologist, Venereologists & Leprologists with its Head Office permanently as decided at Vadodara and shall be registered at the place of Head Office i.e, at Vadodara. For all legal disputes, the jurisdiction shall be restricted to the courts of Vadodara. It shall function as an activity of IADVL and managed on behalf of IADVL by DVL Welfare Trust as per rules and by-laws of the scheme.
- c) Further to say that DVL Welfare Trust is formed with no profit motive and no commercial activities are involved in its working.

03. Commencement of the scheme :

The Scheme will be operative as per the decision of General body of Indian Association of Dermatologist, Venerologists & Leprologists. After approval, it will start functioning from 1-10-2011.

04. Aims and objectives of the scheme :

- a) To provide financial assistance to the family of a member of this scheme in the event of his/her death.
- b) To form a habit of savings among the members.
- c) To provide comprehensive indemnity cover in the event of litigant situations arising out of alleged professional negligence by the members during the discharge of their professional duties.
- d) To educate the members (including clinic, & subordinate staff & staff of hospital run by member) to prevent any litigant situation and to guide them, how to deal with it in the event of such a situation.

Further support to members after membership reaches optimum number.

- e) To help the members in case of permanent disability.
- f) To provide (Pension) partial help towards contribution of annual premium for health.
- g) Benefits for Health Scheme will be started later on.

05. Eligibility of the members :

Any life member of IADVL, irrespective of age is eligible to become a Regular Member of the scheme. Family members of Life members of IADVL can also join the scheme as Beneficiary Members. Members, who join the scheme before 31.03.2012, will be Founder members. The age will be calculated on the date of receipt of draft/cheque subject to its encasement.

06. Register of members :

Register of member shall be maintained at the office of the scheme.

07. Classification of the members :

- (A) Members will be divided in to following categories.
- | | | | |
|----|---------------------|---|------------------------------------|
| a) | Regular member | : | Life Members of IADVL only |
| b) | Beneficiary members | : | Family Members of regular members. |

If the family members of Beneficiary Members are interested to join the scheme they can join the same as Beneficiary Members.

- (B) Only regular members will get comprehensive indemnity cover. Beneficiary members will not get this help.
- (C) Beneficiary member shall not have any right to attend or vote in the general body meetings of scheme and shall not have any right to vote or contest for any post.

08. Enrolment as a Member :

- a) Contribution for Professional Protection is voluntary. If member does not contribute towards this, he / she will not get benefit for the same. However member can start contributing towards legal fund later on also and avail the benefits of the same.
- b) A Life Member of IADVL with a Certificate of Life Membership of IADVL, willing to become member of the scheme shall be enrolled on payment of Admission Fees + Annual Membership Fees + Advance Fraternity Contribution + Financial Assistance Contribution for health + Legal Fees. (Contribution for Legal fee is optional)

Spouse & family members willing to become members of the scheme shall be enrolled on payment of Admission fees + Annual Membership Fees + Advance Fraternity Contribution + Financial Assistance Contribution.
- c) The office after scrutinizing the information supplied by the member will admit him/her as a member and inform the applicant about his/her admission and the date of his commencement for the scheme.

The effective membership date will be as under :

Application Received on or before	20 th March	20 th June	20 th September	20 th December
Effective date of Commencement	01 st April	01 st July	01 st October	01 st January

d) The applicant has to submit following documents at the time of enrolment.

- 1) Application form completely filled up
- 2) Birth Date Proof (Attested copy of School leaving certificate / passport / driving license or any other supportive documents.)
- 3) Proof of Membership of IADVL.
- 4) In case of beneficiary member, the application form must be signed by the Regular member of IADVL.
- 5) An applicant has to submit three passport size photographs alongwith properly filled application form.
- 6) The admission to any applicant is subject to approval by the Managing Committee of the scheme and shall be final and binding on the applicant. The Managing Committee may reject any membership without giving any explanation.

e) Benefits for the Health Scheme will be started later on.

09. Admission fees :

The Admission Fees payable shall be as under :

(a) Age in Years Admission fee

Members upto the age of 10 years	Rs. 1000
Members upto the age of 20 years	Rs. 1500
Members upto the age of 30 years	Rs. 2000
Members upto the age of 40 years	Rs. 3000
Members upto the age of 50 years	Rs. 4000
Members upto the age of 60 years	Rs. 5000
Members upto the age of 70 years	Rs. 7000
Members above the age of 70 years	Rs. 8000

(b) The Admission Fees may be revised, by the Managing Committee, as & when it deems it necessary.

(c) The admission fees is non-refundable.

(d) Admission fees will be transferred to Capital Reserve Fund. The scheme will utilize the interest of Capital Reserve Fund for administrative expenses and for any other purpose deemed suitable for the benefits of the members decided by Managing Committee (e.g. Permanent Disability Fund, Earning Compensation Fund, Loyalty Benefit Fund, Health Checkup Fund etc). Every year some portion of surplus amount will be transferred to Building Fund.

10. Annual Membership Fees

(a) Every Regular member / Beneficiary member of the scheme shall pay Rs. 300/- (with an increment of Rs. 50/- every year, starting from 2012, the effective date being 1st April every year) as annual membership fees for the scheme.

(b) The Annual Membership fees will be transferred to specific Health Fund. The interest of the Fund will be added to the fund, for the initial 20 years and later disbursed to members having 20 years of membership on prorata basis. This can be adjusted towards members Annual Contribution to the scheme.

(c) The disbursement will be given according to the years of membership in the scheme. Maximum 30 years of membership is considered.

11. ADVANCE FRATERNITY CONTRIBUTION

(a) Every Member has to pay initially Rs. 1,500/- as advance F. C. which will be adjusted as Rs. 500/- per death during the year. However, the scheme will have the right to ask additional amount of advance if necessary. At the beginning of next year amount used during the proceeding year as F. C. will be collected from the member to make advance F. C. Rs. 1500/-.

(b) This amount will remain as security against the contribution payable by the member. This deposit amount shall be refunded on termination or the discontinuation of membership or after the period of thirty years or after the death whichever is earlier for founder regular member. (35 years of other regular members & 40 years for beneficiary members)

(c) The amount so collected will be transferred to ADVANCE FRATERNITY CONTRIBUTION FUND.

(d) The interest of advance fraternity contribution fund will be transferred to social security corpus fund.

(e) No interest is payable to members by this advance fraternity contribution.

12. LEGAL FEES

Legal fees will be received from regular members only.

(a) The indemnity coverage will be Rs. seven lacs, per case and Rs. fifteen lacs aggregate per year.

If member wishes, the indemnity coverage will be double by paying the legal fees double.

The Consultant with only office practice will have to pay Rs. 1000/- per year.

The consultant with practice of dermato surgery, cosmetic, laser & other procedures will have to pay Rs. 3000/- per year.

13. SPECIAL NOTE IN REFERENCE TO PROFESSIONAL PROTECTION

- (a) No refund is admissible to any member who wants to discontinue his membership at any time.
- (b) A discontinued member, if he wants to join the scheme again will be treated as a new member.
- (c) All medico legal risk arising out of activities in surgical & diagnostic camps shall be excluded from the preview of the scheme.
- (d) The scheme is not responsible for any act of a member for which he/she is not professionally qualified and/or professionally experienced / trained.
- (e) Continuous membership of IADVL for the entire period of the coverage by the scheme is Mandatory.
- (f) The scheme shall not provide any indemnity cover for any act of a member which is against the law of the land.
- (g) The scheme shall provide legal defense in civil/criminal case before the medical councils, consumer grievances redressal Forums and Courts.
- (h) The scheme shall provide reasonable expense for bail procedure in case of arrest arising out of professional criminal negligence.
- (i) The scheme shall supply the members guidelines for action & specimen literature for maintenance records.
- (j) The scheme shall provide list of address and telephone numbers of the office bearers & panel lawyers selected by the scheme.
- (k) In the event of Medico-legal problems the member shall
 - (1) Inform the Office Bearers & Counsel of defense of choice from the panel of lawyers.
 - (2) Provide medical records exactly describing the evolution of the case & keep a copy in safe custody.
 - (3) Avoid making any oral or written commitment without the specific permission of the scheme.
 - (4) Hand over all the original documents or xerox copies demanded by the legal counsel & keep extra copies with him.
- (5)
 - (i) If a member so desires he can engage his own defense lawyer at his own cost, which shall not be reimbursed by the scheme.
 - (ii) Such a lawyer shall assist the panel lawyer in his defense in which case the decision of the panel lawyer will be final & binding.
OR
 - (iii) Arrange for his independent defense in which case any liabilities of the scheme with regards to the risk & cost arising there of shall stand discharged and shall not be reimbursed.

14. MEMBER'S ANNUAL CONTRIBUTION

[A] ANNUAL MEMBERSHIP FEES

[B] FINANCIAL ASSISTANCE CONTRIBUTION (ANNUAL PREMIUM) FOR HEALTH

- (a) The yearly premium will be collected as Financial Assistance Contribution

Age in years	Annual Premium
Members upto the age of 10 years	Rs. 1000
Members upto the age of 20 years	Rs. 1500
Members upto the age of 30 years	Rs. 2000
Members upto the age of 40 years	Rs. 3000
Members upto the age of 50 years	Rs. 4000
Members upto the age of 60 years	Rs. 5000
Members upto the age of 70 years	Rs. 6000
Members above the age of 70 years	Rs. 7000

- (b) If no claim is made, then every year the premium will be 5% less (rounded off in Rs. 10/-) than the previous year's premium.
- (c) If any claim is made, then the premium will be 10% more than previous year's premium.
- (d) With increasing age, the premium payable will be as for the age group in which the member falls at the time of paying the premium.
- (e) Donation if received in any form should be transferred to Financial Assistancess Contribution Fund for the benefits of the members.

[C] FRATERNITY CONTRIBUTION (F. C.)

- (a) Every Founder Member of the scheme shall contribute F. C. of Rs. 500/- in the event of death of member for 30 years (35 years for other regular members & 40 years for beneficiary members) from the date of joining the scheme. Out of the above amount Rs. 450/- shall be paid to the nominee of the deceased member and Rs. 50/- will go towards the Social Security corpus fund.
- (b) If a member pays his fraternity contribution continuously for 30/35/40 (as case may be) years he has not to pay any such contribution, and yet he remains a member of this scheme.

[D] LEGAL FEES

Every regular member has to pay either Rs. 1,000 or Rs. 3,000/- as per his type of practice as legal fees every year.

Twenty percent extra of the legal fees up to maximum 100% of the legal fees shall be charged to a member per every case registered against him/ her. The extra amount however shall automatically

cease if the case against him/her is dismissed. After five litigation the scheme reserves its right of renewing or not renewing his/her membership.

- 15.** A member may deposit in advance towards annual contributions and year by year amount will be deducted till the amount will be exhausted and then the member will be informed or intimated in advance regarding the balance amount. 4% of interest will be given on such deposit.

16. Application for Membership :

Members shall submit their application in the prescribed application form along with their Admission Fees, Annual Membership Fees, Financial Assistance Contribution for health (Premium) and Advance Fraternity Contribution and legal fees for regular members drawn in favour of the scheme "DVL WELFARE TRUST" by A/c Payee draft or local cheque payable at Head Office at Vadodara with endorsement by State / local branch President / Secretary. No cash or money order will be accepted.

17. Benefits :

Benefits will start after ONE year of joining the scheme for founder members.

Benefits will start after TWO year of joining the scheme for other members.

Indemnity coverage will start immediately after joining the scheme. (Initially the coverage will be for individual members only.

Financial Assistance will be given for any disease / ailment where the cost of hospitalization & treatment is more than Rs. 50,000/-. However for founder members this limit will be Rs. 25,000/-.

However no claims will be given, to any member, for FIVE years, for any illness existing at the time of joining the scheme.

18. Member can take the treatment in any hospital of India,

however the claim amount differ depending upon whether the treatment has been taken at recognized or non-recognized hospital.

Financial Assistance will be given to the member, or preferably payments will be made to the treating Doctor / Hospital DIRECTLY.

19. Financial Assistance will be given as under :

Financial Assistance in case of disease / ailment will be given from **the interest earned from Financial Assistance contribution fund.**

The amount derived by Interest received from financial assistance contribution fund divided by 5%* of the total members (regular + beneficiary) as on 31st March will be the claim amount.

However this amount should not exceed 75% (for recognize Hospital) or 50% for unrecognized Hospital) depending upon the hospital of the total hospital bill (including Stay, OT Charges, Bill for Medicines, investigations etc., but will not include bills for special assistance

*The Managing Committee is empowered to change the percentage of the membership strength for the computation of the claim amount.

- 20.** At the end of a financial year, the surplus interest earned from Financial Assistance Contribution Fund will be transferred back to Financial Assistance Contribution Fund.

- 21.** Charges of engaging a special nurse or attendant will not be reimbursed.

- 22.** Expenses incurred on travel or ambulance will not be reimbursed.

- 23.** Expenses incurred by the members of treatment abroad will not be reimbursed.

24. Advance :

If requested by a Hospital, 50% of the expected eligible financial assistance will be paid to the Hospital directly, as early as possible. The decision of the office bearers will be final for this purpose. No advance payment will be made to the member.

However, if the hospital expense is more, member can avail the loan facility from Corpus Fund.

25. For Claim :

In the event of hospitalization / death, member / nominee will inform the same to the Secretary of the DVL Welfare Trust and will make a claim by submitting prescribed claim form available with the office with the necessary document.

- a)** Member shall have to submit the original papers as well as attested zerox copies of the bills for the bed charges (up to special room), from the date of admission to the date of discharge, service charges, nursing / medical care charges, surgeon's and anesthetist's fees, operation theater charges, investigation charges, medicine bills, radiotherapy charges etc. and other documents upon which the claim is based. The member shall also give additional information and assistance as the scheme may require in dealing with the claim.

- b)** If a claim be in any manner fraudulent or supported by any fraudulent means of device (whether by a member or any other person acting on his / her behalf), the scheme shall not be liable to make any payment. No payment will be given for only investigation charges including interventional

investigations on outdoor basis. Original bills & papers will be given back to the member after verification.

- c) Permissible reimbursement will be disbursed/discharged within 60 days from the submission of all the original papers, bills and other documents upon which the claim is based. After verifying all the facts as prescribed by the managing committee, all payments shall be made by A/c payee cheque/bank draft only. Managing Committee will have discretion to pass/reject payment of bills in case, where they are not satisfied about the genuineness of the bills.
- d) After availing the benefit of the scheme for any one particular disease, the same member will not get the benefit for the same disease for 2 years.

26. Members Disqualification :

- (a) If a member / beneficiary member fails to pay his Annual Contribution in terms of financial assistance contribution (Premium), Advance Fraternity Contribution and legal fees (for regular members only) before due date every year he / she shall be treated as a defaulter and he/she shall pay an extra amount of Rs. 10/- for every Rs. 500/- or part thereof, for a delay of every month or part thereof. If the defaulter continues beyond the period of 30 days, then a notice by Registered AD post shall be issued to such a member with a notice fee of Rs. 300/- . And if such a member does not pay the dues within 30 days of the issue of notice, membership shall be terminated, and all the contribution given to scheme will be forfeited. Afterwards if such a member wishes to join the scheme, he shall have to apply afresh. Financial assistance will not be given in any form for the default period.
- (b) If a member furnishes any wrongful information in his / her application form or any time during his term of membership by which he / she claims any wrongful benefit under the scheme, after giving him / her an opportunity of being heard before the Managing Committee, and if his / her explanation is not found satisfactory, the Managing Committee of the Scheme shall have the right to terminate the membership or the member concerned without any benefit. He / She shall not be eligible for any further enrolment in the scheme and all amount paid by him / her will be forfeited.
- (c) If any member, at any time, for any reason ceases to be a member of IADVL, his membership of this scheme shall cease automatically. If such member revives his membership of IADVL, within a period of six months, he can get his membership revived on payment of Rs. 1000/- and arrears of demand, if any. If he does not get his membership revived within the stipulated period, he will be treated voluntarily a retired member and he will be given such benefits as per clauses 26 of this scheme.

27. Discontinuation of Membership & Refund :

If any member voluntarily retires himself/herself as a member, he/she will get refund of only balance amount if, lying in Advance Fraternity Contribution to his/her credit. Such member will not get any refund of his/her Admission Fees, Membership Fees, Financial Assistance Contribution or legal fees. No Interest is payable on any balance account to such a member.

- 28. In the event of death of the member, and member has not taken any type of financial help the amount which member has contributed to the scheme, as Financial Assistance Contribution (Premium), will be given back to nominee from F.A.C. Fund. However 20% per financial help will be retain by the scheme from Financial Assistance Contribution fund.
- 29. DVL Welfare Trust will prepare a list of scheduled Hospitals (recognized Hospitals) to take the treatment. The list will be updated from time to time as per recommendations of local IADVL branch endorsed by respective IADVL State Branch. The Managing Committee is empowered to add, alter or delete the list of institutes for management.
- 30. Office bearers will be empowered to decide about the claims of the diseases. In case a member is not satisfied, he may appeal to the President IADVL. If required, President may form a Tribunal consisting of President ADVL and two Past Presidents of IADVL to solve the problem.
- 31. Members / spouse shall have to declare on the application form before joining the scheme that he/she and his/her spouse are not suffering from any diseases. If member/spouse is suffering from any disease at the time of joining the scheme, he/she will not get the benefit of that particular disease at least for 5 years.

32. Management of the Scheme :

The scheme shall be managed by the managing committee duly elected in the annual meeting of the DVL WELFARE TRUST.

The Managing Committee shall consist of :

- 01) President of IADVL shall be the President of the Scheme by virtue of the post)
- 02) President Elect
- 03) Hon. Secretary General IADVL (Ex-Officio member)
- 04) Hon. Treasurer of IADVL HQ (Ex-Officio member)
- 05) Finance Committee Chairpeson of IADVL HQ
- 06) IADVL GSB President (Ex-Officio member)
- 07) IADVL GSB Hon. Secretary (Ex-Officio member)
- 08) Chairman
- 09) Vice-Chairman
- 10) Hon. Secretary
- 11) Hon. Joint Secretary,
- 12) Hon. Asst. Secretary
- 13) Hon. Treasurer
- 14) Hon. Joint Treasurer
- 15) Hon. Asst. Treasurer
- 16) Zonal Members
- 17) Board of Trustees

Zonal members : There will be one elected member from each zone of IADVL.

NORTH ZONE : Chandigarh, Delhi, Hariyana, Himachalpradesh, Jammu & Kashmir,

		Punjab, Utranchal, Uttarpradesh.
WEST ZONE	:	Goa, Gujarat, Maharashtra, Rajashtan, Madhya Pradesh.
SOUTH ZONE	:	Andhra Pradesh, Karnataka, Kerala, Pondichery, Tamilnadu.
EAST ZONE	:	Assam, Bengal, Manipur, Meghalaya, Mizorm, Nagaland, Tripura, Orrissa. Bihar, Chhatisgarh, Jharkhand.

The office of the scheme will be located permanently at the Headquarters Office of DVL Welfare Trust at vadodara.

Chairman, Vice Chairman, Hon. Secretary, Hon. Joint Secretary, Hon. Asst. Secretary, Hon. Treasurer, Hon. Joint Treasurer and Hon. Asst. Treasurer will be considered as office bearers of the scheme.

The duration of term of office in the managing committee shall be 3 years and all the retiring members will be eligible for re-election except for posts No. 1 to 7. Every year 1/3 members will retire.

The members of the Managing Committee of the scheme mentioned as No. 8, 10, 12, 13, 15 shall be from the place of Head Office of the scheme i.e. from Vadodara. The members of the Managing Committee of the scheme mentioned as No. 11 & 14 from the IADVL Gujarat State Branch.

The managing committee members (Office bearers + Elected members) of DVL WELFARE TRUST must have completed 10 years of life membership of IADVL.

Only regular members of the scheme can be elected as officer bearers and managing committee members.

Board of Trustees

The General Body of DVL Welfare Trust shall appoint seven Members.

The appointed member should be a member of the scheme and preferably should be a Past President of the Association. One member should be from Past Treasurer of IADVL HQ & one member from Past IAVL Academy Chairman & One member from the place of Registration i.e. from Vadodara. The members shall work in advisory and supervisory capacity and shall be invitees in all Managing Committee and General Body Meetings. The tenure of the Trustees shall be of three years. All the founder Trustees will served the Trust for three years. 2 or 3 of the members shall retire every year by rotation. The members can be renomited after their tenure is over.

33. Ordinary General Body Meeting :

- a) The General Body Meeting shall consist of all the Regular members of this scheme.
- b) It shall be the supreme deciding body in the management of the scheme.
- c) It shall ordinarily meet once in every year and shall coincide with the Annual Conference of IADVL.
- d) Notice for such an ordinary meeting shall be minimum 15 days.
- e) No TA/DA will be paid to members.

34. Quorum :

The quorum for Ordinary General Meeting shall be 5% of the total number of members registered in the scheme on the day or 50 members whichever is less. A non-quorum meeting shall be adjournment for 10 minutes and subsequently non-quorum meeting shall transact the business on the agenda only. Ordinary General Body shall take decisions by a simple majority.

35. General Body Meeting for Constitutional Amendments :

Notice for such a General Body Meeting to deliberate on constitutional amendments shall be a minimum 21 clear days. Agenda shall include the original articles as existing in the constitution and proposed amendments. The decision of such a General Body Meeting shall be taken by 2/3 majority of the members present. Constitutional amendment meeting shall discuss only business that appears on the agenda.

36. Requisition Meeting

A General Body Meeting can be requisitioned through signatures of minimum 100 members. Such requisitioned meeting shall be convened by the office within a stipulated period of one month from the day on which the notice is received. Requisition meeting shall have a quorum of 200 members. A non-quorum requisition meeting shall not transact any business and shall automatically stand dissolved. A requisition meeting shall not be requisitioned again for the same agenda for a period of six months from the date of said notice. Decision in a requisition meeting shall be taken by 2/3 majorities of the members present at the meeting.

37. Emergent Extra-Ordinary Meeting :

The Chairman of DVL Welfare Trust shall in consultation with the President, IADVL convene an emergent meeting of the scheme to transact any emergent business. Clear 72-hour notice shall be given to the members for such a meeting.

38. Managing Committee:

It shall meet at least twice in a year out of which one meeting will be held before the General Body Meeting of the Scheme.

Report will be submitted to the executive committee of IADVL. Chairman of the scheme will be permanent invited members of IADVL Executive Committee. In absence of Chairman Vice Chairman or Hon. Secretary of the scheme will be invited.

39. Function of the Managing Committee :

It shall receive, discuss and amend or approve the reports and accounts for the period between the time of the two consecutive Managing Committee meetings. The managing committee shall decide the policy regarding the disbursement and/or investment of the funds at the disposal of the scheme. The quorum of managing committee meeting shall be more than half of the members of the managing committee.

40. Duties of the Office Bearers :

The Chairman of the scheme will be in-charge of the office. Office bearers i.e. Chairman, Vice-chairman, Hon. Secretary, Hon. Joint Secretary, Hon. Asst. Secretary, Hon. Treasurer and Hon. Joint Treasurer & hon. Assistant Treasurer shall carry out day to day functions of the scheme and shall implement the decision taken by the managing committee. They will be in overall charge of the membership enrolments, fee collections, routine administration besides other duties & functions as specified by the managing committee. They shall maintain day to day accounts of the scheme and submit the accounts for approval to the managing committee & general body. They shall submit a statement of the audited annual accounts and the budgets to the managing committee and general body of the scheme for approval.

The office bearers will also

- (i) appoint a panel of legal experts and fix up their remunerations.
- (ii) make necessary payments within prescribed limits under the orders of the courts or out of court settlements regarding Medico-legal cases against the members of the scheme, after consulting the legal advisers of the scheme.
- (iii) collect all the necessary informations required from the members against whom the cases are filed in the various courts.
- (iv) act as a liaison officer between the litigent members and experts panel of the lawyers of the scheme.
- (v) keep all the records of judgments or orders of the courts passed either in favour or against the members of the scheme.
- (vi) maintain all the documents related to out of court settlements.

41. Traveling Allowance :

- A) All the members of the managing committee shall be paid two way 2nd AC class rail-fare as a Traveling Allowance.
- B) The Chairman, Vice-Chairman, Hon. Secretary, Hon. Joint Secretary, Hon. Assistant Secretary, Hon. Treasurer and Hon. Joint Treasurer & Hon. Assistant Treasurer shall be paid two way 2nd A/c class rail-fare or air fare as a traveling allowance to attend meetings and discharge other duties of the scheme.
- C) Traveling allowances shall be claimed only from the scheme provided no TA has been claimed for the same from IADVL.

42. Election :

The election of Chairman, Vice-Chairman, Hon. Secretary, Hon. Joint Secretary, Hon. Assit. Secretary, Hon. Treasurer, Hon. Joint Treasurer, Hon. Asst. Treasurer, zonal members & Trustees will be held at Annual General Body meeting of the DVL Welfare Trust.

43. Accounts and Audit :

- a) A separate bank a/c shall be opened in any nationalized bank in the name of the scheme and shall be operated jointly by Chairman, Hon. Secretary and Hon. Treasurer (any two will sign).
- b) The financial year of the scheme shall be from the 1st April to 31st March.
- c) The managing committee shall approve the accounts submitted by office bearers duly audited by the Chartered Accountant of the Scheme.
- d) Audited account of the scheme passed by managing committee shall be approved by the members of the scheme at the general body meeting.
- e) The ultimate authority of the investment, utility and disbursement of the funds shall entirely rest with the Office bearers of the scheme.

44. Nomination :

- (a) Every Member shall specify his/her nominee for obtaining benefit under this scheme.
- (b) Legal heirs means nominated heir, or heirs natural heirs like spouses and sons and daughters and in the absence of them, the heirs under any legal succession acts or any customary succession.

45. Any income derived from the property of this scheme shall be utilized only for the objects of this scheme.

46. If the total disbursement in any year is more than the contribution collected from the members of the scheme, the managing committee shall have rights to utilize the capital reserve fund or any other fund for such deficiency. It is absolutely made clear that the various funds of the scheme shall always bear a charge for meeting the obligation under this scheme.

47. DVL WELFARE TRUST MEMBERSHIP CERTIFICATE

- a) All Registered members will be issued a Certificate as early as possible after their enrolment in the scheme.
- b) The change of address must be intimated to the office immediately.
- c) Duplicate certificate will be issued in case of loss of the original certificate with payment.
- d) Fresh certificate will be issued from the office when the member shall apply for change in nominee by payment which will be decided from time to time by managing committee.
- e) Every member shall specify his nominee.

48. Dissolution :

- a) In any eventuality there should not be any liability of IADVL.
- b) If it becomes impossible to carry out the objectives of this

scheme and of the member of this scheme in an extra ordinary general meeting of the members of the scheme, convened by the secretary and attended by the majority the members enrolled on the scheme as on the day of the notice, decide by the votes of $\frac{3}{4}$ of the members who attended the meeting, the scheme shall stand dissolved subject to rectification by the E C meeting of IADVL and another such Extra Ordinary General Body Meeting of the members of the scheme shall there upon decide the final disbursement of the fund after meeting the liabilities and debts and recovering the assets, keeping in view of the objectives of the scheme that of mutual benefit and

charitable purpose of the members concerned, this decision taken by the Extra Ordinary General Body Meeting shall be final, legal and not negotiable.

MEMORANDUM OF THE TRUST

(1) NAME OF THE INSTITUTION :

DERMATOLOGISTS, VENERELOGISTS & LAPROLOGISTS WELFARE TRUST

(2) OFFICE

The Registered office of the Association shall be located
Dr. Chetan N. Patel Clinic, Shreeji Chambers, Bh. Rajdhani Hotel, Brahmपुरi, Dandia Bazar, Vadodara.
(The trust may if necessary change its office address by resolution, in future.)

(3) WORK AREA

The work area of the Trust shall be whole whole of the country.

(4) OBJECTS OF TRUST:

- a) To provide financial assistance to the members and his/ her family on the unfortunate events of hospitalization / domiciliary treatment / management.
- b) To form a habit of savings among the members and help other colleagues in case of medical / surgical hospitalization in any health related problem.
- c)
- d) To provide financial assistance to the family of a member of this Trust in the event of his/her death.
- e) The promotion of professional fellowship, co-operation an exchange of views amongst members and to uphold their interests.
- f) To provide (Pension) partial help towards contribution of annual premium for health.
- g) To educate the members (including clinic, & subordinate staff & staff of hospital run by member) to prevent any litigant situation and to guide them, how to deal with it in the event of such a situation.
- h) To provide financial assistance to its members incase of need.
- i) To help the members in case of permanent disability.
- j) To help affected people due to natural and man made calamity such as flood, famina, earthquake, edidemic disease etc.

(5) ACCOUNTING YEAR :

shall be end of March.

We therefore, approve the Memorandum of Association of the said Association. The following persons with names and addresses shall work as Trustees of the institution.

- (6) We therefore, give the said Trust the status under the society Registration Act, 1860 and we intend to register the same under the society Registration Act, 1860, and accordingly subscribe of signatures hereunder :

RULES AND REGULATIONS

(1) NAME OF THE INSTITUTION :

DERMATOLOGISTS, VENERELOGISTS & LAPROLOGISTS WELFARE TRUST

(2) OFFICE :

The Registered office of the Association shall be located Dr. Chetan N. Patel Clinic, Shreeji Chambers, Bh. Rajdhani Hotel, Brahmपुरi, Dandia Bazar, Vadodara.

(The trust may if necessary change its office address by resolution, in future.)

(3) WORK AREA :

The work area of the Trust shall be whole of the country.

(4) MEMBERSHIP :

Any Person Registered with the Medical Council of India on the basis of his/her Medical Qualification having any post Graduate degree of Diploma in the subject of Dermatology, Venerology and Leprology as defined in the Indian Medical Degree Act 1916 (Clause 2 Act VII) and included in the Schedules to Indian Medical Council Act 1956, as amended from time to time, shall be eligible for Membership.

MEMBERSHIP FEES : The person paying membership fee of Rs. 1000/- as prescribed from time to time can become a life member.

The working committee if necessary may change Membership fee by Resolution from time to time.

(5) WORKING COMMITTEE :

The appointment of the Working Committee shall be made by majority or election in the General Body Meeting and the minimum number of the same shall be seven (7) and maximum number shall be eleven (11). The Working Committee amongst the members by majority or election, shall appoint totally five office beares viz. (1) President, (2) Vice President, (3) Secretary, (4) Joint Secretary (5) Treasurer.

1/3 of the Board of Trustees shall retire every year by rotation. The Trustees can be re-nomited after their tenure is over.

During the said period, for any reason that is due to resignation or death, if vacancy of the Trustee or Office bearer vacant then the Trustees shall fill up the said post for the remaining term, but the post of office bearers falls vacant for any reason then the said post shall be filled in the nature of life members by majority.

(6) POWERS AND DUTIES OF OFFICE BEARERS :

PRESIDENT:

President of the Trust shall preside over the meeting of the Board of trustees, President shall call upon the meeting of Trustee by intimation personal or post to all trustees before 4 days. Decision shall be taken by

circular resolution in case of administrative problem. It shall be compulsory to call upon the meeting of the Board of trustees, once in a year. The annual accounts shall be approved at the Board meeting.

SECRETARY :

The minute book of the Board of Trustees shall be kept with the secretary and the proceedings of all meetings will be recorded in the minute book.

VICE PRESIDENT:

In absence of the President, the Vice President shall enjoy his powers.

JOINT SECRETARY:

In absence of the Secretary, the Joint Secretary shall enjoy his powers.

TREASURER :

Shall keep the account of the institution and by preparing account books present the same for audit. Shall keep account of the financial transactions.

(7) GENERAL BODY:

(A) The notice of convening the meeting of the General Body must be received by each member at least 14 days in advance from the date of meeting. The General Body meeting should be held minimum at least once in a year. Any member intending to convene a meeting of the General Body can compel so by written request of 1/3 members signatures. The meeting of all the members of the organization shall be called as a General Body meeting. The quorum of the meeting shall be the presence of 1/3 or minimum ten members at least. With the presence of at least 3/5 members present, the amendment in the constitution can be made, if necessary. If the circumstances are such that the General Body meeting cannot be held, in such case, by obtaining written consents of the members, decision can be made. Such decisions shall be considered to have been made by the General Body. The report of the accounting work of the ending year and the programs of the ensuing year shall be considered by the General Body.

(B) The member of members causing intentional damage to the activities and objects of the institution of any year can be suspended by the General Body.

(C) The meeting adjourned due to lack of quorum shall meet after one hour on the same day. Same place, for the said agenda.

(8) FINANCIAL TRANSACTIONS :

Financial transaction of the trust shall be done and banks account shall be operated by the joints signatures of the President and any one trustee as may be decided by Board of trustees by resolution or by joint signatures of the trustees decided by the Board of trustees by resolution.

(9) ACCOUNTING YEARS:

Accounting year of the trust shall be 1st April to 31st March.

(10) BOOKS OF ACCOUNTS :

The Books of accounts shall be kept according to rules and regulation, and The accounts of the trust shall be placed in annual general meeting for approval and shall be audited annually by a Chartered Accountant and also present in the office of the Charity Commissioner. –

(11) BYE-LAWS :

For the purpose of objects of the trust, Trust shall make bye- laws by resolution according to the provisions of this memorandum and provisions of the Bombay Public Trust Act, 1950.

(12) SUB-COMMITTEE :

Board of trustee may make sub- committee for special task (PROFESSIONAL PROTECTION LINKED BENEFIT SCHEME) for the objects of the trust.

(13) TRUSTEES MEETING AND THEIR WORK :

Three days advance notice for meeting will be given and activity shall be done accordingly. The postponed meeting, due to lack of quorum, shall be meet after half hour at the same place. and nobody will be inform again. The minimum quorum will require 1/3 member. But If there are only three trustees in the trust, in this circumstances the minimum quorum will require presence of 2 trustees.

The board meeting will approve the annual report and income and expenditure account and the Balance sheet, and will appoint auditor, and shall make necessary rules and regulations or shall approve necessary changes or shall cancel the rules.

(14) PROPERTIES OF THE TRUST :

The existing movable and immovable properties of the trust and the new properties which are purchased or collected by the trust shall be the properties of the trust.

(15) SOURCES OF INCOME :

Trust will generate the income by donation, gift, membership fees, subscription fees, interest, government and semi-government grant, help and the income from cultural programs.

(16) VESTING OF PROPERTIES OF TRUST :

All the movable and immovable properties of the trust shall be vested to managing committee in the name of the trust. Managing committee shall administrate and arrange all that properties according to this document.

(17) POWER TO APPOINT EMPLOYEES :

The employees shall be appointed by majority resolution for specific task by the Board of trustees and these employees shall be paid by salary and in the interest of the Trust, they can be relived by resolution. and also decided appointment conditions.

(18) FOR CHANGES IN THIS MEMORANDUM OF

If the additions or alterations are to be incorporated in the Memorandum of the Institution, then in that case, it shall be done as per the provisions contained under Sec.12 of the Society Registration Act. 1960. If, the situation arises to close down the institution, then the action under Sec.14 of the Society Act. 1860 shall be carried out.

(19) WINDING UP:

This trust can be dissolved by the trustees of the board of trustees in its special meeting specifically convened for the purpose, by absolute majority of the trustees.

The assets and properties shall be denoted to other trust with similar objectives.

Thus, the trustees below mentioned do hereby state that this is the original copy of the Rules and Regulations.

