Trust Deed / Bylaws / Registration Certificate (Trust / Hospital (Bombay Nursing Act))

### Faculty-NURSING

# Name of College/Institute PARVATIBAI MHASKE INSTITUTE OF NURSING, AHMEDNAGAR

Name of Trust / Society	KAKASAHEB MHASKE MEMORIAL MEDICA FOUNDATION, AHILYANAGAR				
Registration Certificate To be uploaded on web site clear	Trust / Society :- E-264 , Dated-07/02/1984				
and original copy	Trust Deed / Bylaws:- YES				
7	Hospital Ownership Documents:- YES				
) The second	Hospital (Bombay Nursing Act) :- YES				
	MPCB Certificate of Parent Hospital :- YES				
Hospital Type as Per Bombay Nursin	ng Act :- MULTISPECIALITY				
CORPORATION, AHILYANAGA Hospital Bed as per Certificate:- 100	ing Authority:-HEALTH OFFICER, MUNCIPAL R.				
Name of the College / Institute (As per First Affiliation letter)	: PARVATIBAI MHASKE INSTITUTE OF NURSING, AHMEDNAGAR				
Address	: KAKASAHEB MHASKE MEMORIAL MEDICAL FOUNDATION, MHASKE COLLEGE ROAD,NAGAPUR,BOLHEGAON PHATA,MIDC,AHILYANAGAR-414111				
	pmion2024@gmail.com				
Email ID	: pmion2024@gmail.com				
-1000007779	: pmion2024@gmail.com : 0241-2777041 / 8087927431				
Email ID Telephone / Mobile No.(s) Website	: pmion2024@gmail.com				

Here by I declare all relevant document uploaded are clear and visible on web site & are true as per my best knowledge

Date:-

Dean/ Principal Starrp & Signature
PARVATIBAL HASKE INSTITUTE
OF NURSING, AHILYANAGAR

# REGISTRATION DOCCUMENTS OF THE SOCIETY/TRUST

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## TRUST DEĒD

THIS INDENTURE MADE ON 5th DAY ON MAY 1983 AT

## BETWEEN

SHRI. VITTHALRAO KISANRAO MHASKE age about 45 years residing at Ahmednagar HEREIN AFTER referred "The Settlor"

( Which expression shall unless repugnant to the context of meaning thereof be doomed to include his heirs, executors and administrators) of THE FIRST PART.

#### AND

- 1. Smt. PARVATIBAL KISANRAO MHASKE, Aged about 61 years relsiding at Ahmednagar
- 2. Shri.DR, SUBHASH KISANRAO MHASKE, Aged about 37 years residing at Ahmednagar
- 3. Mrs.Dr. SUMATI SUBHASH MHASKE aged about 35 years
- 4. Shrf. VITTHALRAO KISANRAO MHASKE, aged about 45 years
- 5. SHRI. RAMMATH LAXMANRAO WAGH, age about 51 years, residing at Ahmednagar.

THEREID AFTER JOINTLY referred "THE TRUSTEES" or meaning thereof be deemed to include the survivors of

them and helps or helr, executors or executor or adminiversion of the last curviving trustees ) OF THE SECOND PART. (15/12)

WHEREAS the settlory is desirous of Irrevocably settling the sum of Rs. 1000/- (Rupees One thousand only) upon trust fo the establishment and maintenance of hospitals etc. for philanthropic purposes as herein after expressed or contained in these presents and in pursuance of such desire has handed over prior to the execution of these presents the sum of Rupees one thousand to the Trustees to be held as the corpus of the Trust.

AND WHEREAS it is the desire and belief of the settlor that the corpus of the Trust may be further agumented from time to time by the flow of funds and other assets, by way of gifts or donations or contributions

AHD WHEREAS the trustees above named have agreed to become th first trustees of this trust as testified by their being parties to and executing this indenture of Trust.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-

### 1) SETTLEMENT :

In pursuence of the said destre and for carrying out such desire in to effect the settlor both here by grant, transfer and number unto the trusteen, the said sum of Rs. 1000/- (Rs.One thousand only) already handed over to the trustees (by way of corpus).

And all his estate right, title, interest, claim & demand into or upon the said sum of Rs.1,000/2 Rupees one througand only.) TO HAVE AND HOLD the said sum of Rs.1,000/- (Rupees one thousand only) unto the trustees but upon and subject to the trusts powers and provipions hereinsfter declared and expressed of and concerning the same.

## 2) OBLIGATION ON THE TRUSTEES :

For the consideration aforesaid thy the trustes hereby convananat with the settlor, is heirs, executors and administrator that they the trustees will stand and be pobbessed of the said sum of Rs.1,000/- (Rupees One thousand only) and the investments for the time being representing the same and all shares, stocks funds and accurities of these presents be substituted or added or donated or figited or for the purposes of trust and in due execution of the trust the powers these presents ( ( all of which are hereinafter in these presents designated as "The Trust Fund") upon trust for the uses and with and subject to the powers, previsions directions and agreements herein after declared and contained of and concerning the same.

#### 3) OBJECTS #

The Trustees shall stand and be possessed of the said Trust Fund upon Trust to receive the interest, dividends and other income there of and there out and in the first place to reimburse themselves or pay and discharge all the costs charges and expenses incurred in or about or incidental to the administration or execution of the Trusts in powers of these presents and also all outpoints taxes rates assessments due duties, levies,

400

imposte and other taxes payable in respect there of and the costs of meeting ordinary repairs to any immovable property if for the time being subject to the Trusts of these presents and subject there to upon Trust to apply the remidue of the said interest dividend and other income (here in after called the said income) and at their discretion to ply the whole or any part of the corpus of the Trust fund for affording:

- of Medical Relief to the Public in all the Branches of Medical Sciences by all means available and in such manner as the trustees may think fit to do and for one or more or such objects as herein below expressed, the exclusion of one or more as the trustee may think fit to do. Including by way of acquisition and/or establishment and/or maintalnance and/or running of one or more.
- a) Hospital or hospitals for the treatment of persons suffering from liliness and for carrying our medical research to improve the quality of such treatment.
- b) Other medical institution or institutions for the receiption and treatment of persons suffering from illness or mental defectivness or for the receiption and treatment of persons during convalescence or of persons requiring medical attention or rehabilitation.
- ii) To engage in the treatment of diseased person of different clamber by monna of well equipped hospital/s and experienced trained Doctors, nurses and Paramedicals to afford medical relief in the better way.

- To grant medical help to the poor and grant of medical help to deserving persons during opidemic familie, floods, earthquake or any unforseen to metry or war or warlike operations or otherwise whenever the trustees may deem ifit to dispense such aid at any time or any circumstances.
- To carry out health education in general by means of amminers and demono-trations.
- To carry out school health activity by means of immunisation and vaccaination against epidemics of various diseass like Tatanus, small pox and polio.

  The activity will under taken by means of localised institutions as well as vaccination camps.
- To establish and develop accident hospital/s and likewise facility/ facilities for the injured not in the accident by natural or incidental calamitation by may of emergency treatment, resuscituation of injured and also these hospital/s and like wise facility/ facilities will provid surgical as will as medical physical and socio-economical rehabilitation of disebles.
- vii) To establish and take over and or otherwise conduct rehabilitation institution in all system for the rehabilitation of physically as well as mentally disables by means of medical, surgical and socio economic aids and also to establish, encourage the centres of artificial appliences to make them physiocally and socio economically and mentally independent by means of surgical treatment proetheses; physiotherapy, occupational therapy.

. . 7

- viii) To establish and develop artifical limb centre and provide prosthesis from available local resources and trained local workers in the concessional rates and to develop workshop for repairs and reconditioning such appliences.
- To establish & develop efficient transport for diseased and injured persons to and from the hospital by means of ambulance facility, flying squad facility. And also provide emergency, treatment in the vehicle during travel from place to hospital by trained and efficient staff and modern equipments provided in the ambulance or like wise vehicle.
- To provide iniste or promote facility for the discovery, improvement or development of new methods for -dragnosis and treatment & prevention of various diseases.
- support of schools, colleges, vidyatthes, universities and other institutions for importing education training to students in all field of medical and related sciences.
- funds for research work and for scholarhsips, stipends remuneration and/oir other payments to any person or persons engaged in research work in connection with various branches of medical acionces and to encourage and improve knowldge of the pkersons who are engaged or likely to be engaged in medical or related profession so as to make available medical relief to the people at large.

Provided that medical facilities may be earried on any system of medicine and surgery so as to facilitate and improve and develop efficient medical relief to the public at large by way of various methods of diagnosis, understanding prevention and treatament of diseases and to do all or any thing incident there to for the attainment of aforesald objects.

exemption under clauses (21) and (22 A) of section 10 of the Income Tax Act 1961 or the statutory modifications there of for the tim being in force, is conferred only on and for such hositals and/or other medical institutions which satisfy the requirements of such statutory provisions, the trustees shall apply the income & corpus of the trust fund only on and for such hospitals and or other medical institution as fall within the scope of such provisions.

xii) The aforesald hospitals and other medical institutions shall be established and maintained solely for philenthropic purposes and not for purposes of profit.

Provided that reasonable charges may be levied and recovered based on socio-economic conditions from the patalents receiving treatment in order to provide for the maintenance of hospitals or other medical institutions and other services.

# 4) POWER TO ACCUMULATE :

The surplus and unapplied portion of the said through, if any, urising in any one or more year or years shall subject to the provision of law in that behalf be accumulated by invasting the same

time in any of the investments in which the Trust fund are hereby directed or authorised to be invested and may be credited to an account to be called. The Surplus Account " and the said Trustees shall have power in any subsequent year or years to expand as if such accumulations or parts there of had been part of the income of the year or years in which the same are or is sought to be expended and applied as aforesaid.

#### 5) NAME OF THE TRUST :

. The Trust hereby established shall be called "Late KAKASAHEB MHASKE MEMORIAL MEDICAL FOUNDATION".

## 6) . OFFICE OF THE TRUST :

The office of the trust shall be at ANNEDNAGAR or at such other place in India as the Trustees may from time to time think fit.

#### 7) PROPERTIES OF THE TRUST:

The trustees whall stand and be possessed of the said amount of Rs.1000/- (Rupees one thousand only) as a corpus and such other proporties (both movable and immovable) as may be acquired from time to time by the trust, by purchase, exchange, grant, subscriptio, endowment, donation, gift, contribution or in any manner whatsoever (all of which shall be designated as "the trust properties") on the trust herein mentioned.

### 8) BOARD OF TRUSTEES :

Trustees. The number of Hoard of Trustees shall not be less than two and not more than five. But

the person/s who gives donation of Rs.1/- lakh (Rupees one Lakh) or more to the trust herein established may be appointed as an additional trustee/s subject to the provisions made here under in sub-clause No.(III)(c).

- ii) The trustes appointed by these presents shall be for life and they shall always be hereafter referred to as " Life Long Trustees ".
- iii)a)If any trustees hereby constituted or any of them the trustees or trustee appointed hereinafter provided, shall die or retire and desire to be discharged or refuse or become unfit or incapable to act or is adjudicated insolvent or is convicted of a criminal offence involving moral trupitude and punished with immprisoment exceeding months or be absent from India for a continuous period of twelve months or more without prior obtaining leave of other trustees in writing then only the aniviving life long Trustees of nuccessor or successors of continuing life Long Trustees or Trustee for the time being may (subject to the provision of sub-clause (i) hereinabove.) appoint person or persons in the place of trustee or trustees so dying, desiring to be discharged or refusing or becoming incapable to adjudicated insolvant or convicted of a criminal offence and punished with imprisonment as aforesald or being absent from India as aforesaid.
  - (c) If for any reason or reasons the number of trustees shall fall below two, the trustee shall not except for the purpose of filing any vacancy act so long as the number is below the said minimum



provided however all such vacancies shall be filled In accordance with the provisios made hereunder in subschause No.(e).

- When so ever there shall arise a question of appointmnt of additional trustees and or in case of filling the casual vacancies caused due to death, retirement insolvency or any other incapabilities the power of right of making such appointments of additional trustees or trustee as also of filling the casual vacancies in the office of the Trust shall always remain with and vest in the life long Trustees during their life time and after the death of the last of any such survivig or continuing life long Trustees then and in that event such power or right shall accrue to and vest in the successor or successors of such last life - bring Trustee and my appointments of new trustees or trustee made accordingly shall be valid appoint ment or appointments. Provided however in the absence of any successor surviving to the last of the surviving or a continuing life long Trustee anyh other legal heir or successor of the settlor shall exercise the right of appointing any new trustee or trustees to hold the property manage the same as trustees of this trust.
- (d) Save and except whatever stated herein above in this clause every Trustee so appointed as aforesald may as well before or after such transfer act or assist in the execution of the trusts and powers as fully and effectually as if he had been hereby constituted as trustee.

# 27 (21)

### 9) MANAGING TRUSTEE:

- .i.) The trustees may elector nominate on of them as the managing trustee for any period of times.
  - ii) The first, managing trustee appointed by these presents will be DR.SHRI SUBHASH KISANRAO MHASKE for his life time.
- Trusted to look after day to day the activities of the trust and spend the monys of th trust in his discretion in any manner to carry out the objects trust and, not contravening the provisions of clause (3) herein above provided however that the Board Trustees shall be informed of the same in meeting held immediately there after.

### 10) VESTING OF PROPERTY

The trust properties shall vest in the Trustees a for the time being and shall be administered and managed by them subject to and inconfirmity with the provisions of The Bombay Public Trusts Act 1950 and Rules made there under.

## 11) REIMBURSEMENT OF TRUSTES :

The trustees shall be entitled to reimburs themselves out of the trust estate all expenses
incurred in or about the executin of the trust or
powers herein or in carrying out of the trust,
its objects and affairs of the realisation,
preservation of benfit of the trust properates. The
trustee shall be entitled to be indemnified by the
trust properties, against the consequences of all
lawful acts done by the trustees in the course of
discharge of their duties as the trustees of these
trusts and all costs, charges and expenses thereof.

## 12) REMUNERATIONS OF TRUSTEES :

Any Trusteee or Erustees other than a settlot being a lawyer, physician, surgeon, Anaschsiologist, accountant or other person engaged in any profession or businss shall be entitled to be paid all the usual professional fees, charges or remuneration for time expanded, business transacted and acts done by him or any arthrof his/hr in accordance with the Trusts hereof (including acts wich a Trustee not in any profession or business could have done personal inspite of th fact that he/she shall be trustes of thes presents.

## 13) POWERS OF TRUSTEES :

For the accomplishment of the Trusts of these presents and without prejudice to th generality of of any powers here by or by law conferred or implied or vasted in the Trustees, the following powers and authoritis are here by expressly conferred on the trustees that is to say;

- a) To permit any one of more Trustees to operate on any banking accounts without any liabilities on the other Trustes to xamine the said accounts or to be in any way reponsible for the acts, deed or defaults of such Trustees or trustee in connecction with such accounts.
- b) To purchase, construct or hire or take on lease or otherwise acquire any immovable or movable property for all or any of the urposes of the said Trusts at such price cost or rent and on such terms and conditions and for such period and with or without option for renwal as the Trusts may think fit



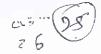
- c) To let out, lase, demis, mortgage, charage or licence or otherwise any property belonging to Trust for such rent or compensation and on such terms and conditions and for such period as the Trustes may may think fit.
- Director to undertake all the responsibilities of rruning hospitals and research centres and other like institutions run or conducted by the Trust and to delegate by way powr of attorney or by way of resoution of the Trustees to such Director such powers as may be deemed necessary for the time being for efficint running and administration of such hospitals, institutions or centres.
- e) To appoint and dismiss and reappoint executives, officials, doctors, nurses, clers, care-takers, atendants and other employees on such salary and on such terms and conditions of service as thy may think fit.
- any Trustee or Trustees or any other person or persons implied by law or conferred by statue or vested in the Trustees by these presents but the trustees shall not be held liable for responsible for the act or default of any such persons or person but only for their own respective acts and defaults.
- g) To relimburse themselves or pay and discharge out of the funds or any property subject to the Trust of these presents and income there of all actual expenses that may be incurred in or about the execution of the Trusts and powers of these presents including reasonable amount of trace.

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expenditure incurred for attending any meeting of the Trustees.

- h) To act according to the decision of the majority of the Trustees when the Trustees are not unanimous and such decision shall be binding on the majority as well as on these Trustees who may not have voted. If the Trustees wholl be equally divided in opinion the matter shall be decided according to the casting vote of the chairman.
- ation of trusts here of and including all questions relating to the interpresentation of these presents, the administration of the hospital and other medical institution maintained by the Trust or concerning anything or matter relating to, connected with or arising out of these presents or the operation thereof. The Trustees on all or any of the matters shall be time!
  - To compromise, compound, abandon, submit to arbitration or otherwise settle any actions, suits,
    roceedings, Uobts, claims, or things what soever
    arising out of the administrations of the Trust
    fund or the hospitals and other medical
    institutions maintained and for any of these
    purposes ma enter into, give execute and do such
    agreements, instruments of composition or arrangements releases and other things as to seem expedient without being liable or responsible for any
    loss occasioned by any act or thing so done by
    them in good faith as fully as if they were



absolutely entitled to the Trust fund and the hospitals or other medical institutions without being answerable for any loss occasioned thereby.

- Managing Committees for the functions and daytoday management and administration of the
  hospitals and other medical institutions under
  their ultimate supervision and control. The
  Trustees shall be entitled to frame the constitution and regulate the procedure of such councils
  /committees and to delegate to them such powers as
  they may consider proper and necessary. Any one or
  more Trustees may be members if any such council
  or committee as the case they may be which may
  also it despot dustrable instinct any other person
  or persons.
- 1) To frame such rules and regulations for the management and administration of the Trust and the hospitals and other medical institutions as they shall think fit and to alter or very the same from time to time and to make the new rules and regulations. Provided that such rules and regulations shall not be inconsistant with the terms of these presents.
- m) To deposit by way of safe custody any documents held by them relating to any property belonging to the Trust with any bank and to pay any sum payable in respect of such deposit.



- n) To permit the investments to stand so long as the Trustees desire in the name of Trustee or Trustees and to provide which Trustees shall in case of joint investments be names as the first.
- by the Trust for the achivement of its object upon such terms as may be deemed advisable and in particular by the issue of bonds, debentures, bills of exchange, promissory notes or by mortgage or charge of all or any part of the immovable or movable as its belonging to the Trust.
- p) To become member of any other bodies of persons, associations of persons, institutions, societies and bodies corporate including companies limited by guarantee for the benefit of the Trust.
- q) To amalgamete the Trust with any other Trust society institution or body having as its object the maintenance of hospitals and/or other medical institutions for philanthropic purposes and to transfer all the assets of the Trust to start rust society institution or body or to accept an amalgameticn of another Trust Society institution or body having a similar object of this Trust.
- To procure registration of the hospitals or other medical institutions with any public or Government authority including the tax authorities.
- s) To make any amendments in the provisions of these presents, as the Trustees may be required to make

by the income tax authorities as a condition for recognising or continuing to recognise or approve the Trust for the purposes of section-10 and section 80-G of the Income Tax Act, 1961 or any statutory modification re-enoctment or replacement thereof for the Time being in force but without prejudice to the main object of the Trust.

t) To do all such other lawful things as may be incidental to or conductive to the attainment of objects of the Trust.

# 4) INVESTMNETS OF TRUST FUND & POWE ANCILLIARY THERETO:

- i) Subject to the provisions of any mandatory law for the time being in force and applicable to the Trust. In general and subject to the Bombay Public Trust Act, 1950 the Trustees shall invest all moneys which shall require investment in Inventments or properties of whatsoover nature and wherever situate an whether involving liabilities or producting income for not or upon personal credit with or without security and in a. manner they may think proper and to call in sell, covert, tresspass or exchange such investments and eproperties both movable and immovable as forming part of the Trust Fund when ever they in their absolute discretion think fit desirable to do so.
- And without prejudice to generality of the foregoing powers, the Trustees may invest any moneys requiring investment:



- a) In the purchase of any immovable property situated in India and for the development thereof, the Trustees may borrow money at such interest as they may think fit for the purposes of without sucurity or on security forming part of the Trust Fund.
- b) In making loans upon the security of any immovable property or movable property.
- c) In the purchase of or subscription to debentures, stocks, funds, shares and securities of any company or corporation incorporated in India.
- d) In making loans to or deposit with any person firm or company or corporation.
- c) In the purchase of any movable property or acquisition of flats by becoming members of cooperative societies.
- the resources of the Trust to the interest that the Trustees shall have the same full and unrestricted power of investing and transporting the investments in all respects as if they were absolutely entitled there to beneficially.
- In the execution of the pwoer of investment hereby law conferred upon the Trustees, no Trustee shall be liable for any loss to the Trust Fund arising by reasons of any investments made in good faith nor shall any Trustee hereof be liable for any loss to or in respect of the Trust Fund unless such loss shall be attributablee to his own dishonesty or wilful commission of an act known by him to be a breach of Trust.

3) Notwithstanding anyting contained in or implied by the powers aforesaid, the corpus and income of the Trust whenever derived shall be applied solely for attending medical relief by all available means including by way of establishment expansion or maintenance of one or more hospitals and/or other redical institutions in India as provided in these presents.

# 5) MANAGEMENT OF IMMOVABLE PROPERTIES :

It shall be lawful for the Trustees to construct, built, errct, buildings, houses, tenaments, pull down, renovate, rebuild, alter, adapt improve, aid to, develop or repulr any immovabl properties comprised in the Trust Fund and to expend for all or ny of the above purposes such monies out of the Trust Fund or the income thereof as the Trustees may in their discretion think fit and proper. The Trustees shall also be entitled in their name or names of one or more of them to become members of cooperatives society or other institutions for the protection, benefit improvement of the Trust or any property comprised therein as also to enter into such contracts and take such other actions and proceedings as they may think proper for the purposes of protection benefit or improvement and to pay ati fees and subscriptions and defray all charges and expenses as may be considered proper. The Trustees shall also be entitled to enter into any agreement. or convenants with the owners of or persons interested in any other properties as whether restrictive or otherwise and whether for the benefit of the properti. omprised

Fund or such other properties they may in absolute descretion think fit from time to Trustees shall also have the power to insure any premises comprised in the Trust Fund against loss by fire lighting or civil commossion or other risks or losses as the Truestees may think proper from time to time but no liabilities shall attach on the Trustees or any of them by reason of any property remaining uninsured in any way. Trustees shall also have the power after paying all rents, rates taxes and other outgoings and expenses out of the rents and profits of immovable properties to set aside out of balance thoroof from time to time auch summ of money as the Trustees consider properto meet the expenses of heavy repairs or by way of depreciation or sinking funds and to utilies the same and the income thereof for heavy rpairs or for building reinstating immovable properties or erecting new buildings and in the meantime to invest the same in the manner authorised by these presents. It shall also be lawful for the Trustees to permit be hold used and enjoyed for the purposes of any scheme of charity or other purposes of these presents.

## 16) QUALIFICATION OF TRUSTEE :

The trustee appointed for this trust shall be major person having Indian Citiznship and shall be male or female.

### 17) DISQUALIFICATION OF TRUSTEE :

Th trustee or trustees appointed shall become disqualified to act as a trustee due to the following any one-

- 1) Dunth,
- ii) Retirement,
- iii) Desire to be discharged or refused to act as a trustee,
- iv) Adjudicated as an insolvant,
- v) Unfit or incapable to act as a trustee due to some other reason.
- vi) Convicted for a criminal offence involving moral turpitude and punished with imprisonment exceeding six months.
- vii) Absent from India for a coontinuous period of twelve menths or more willout pelor obtaining leave or other trustes in writing.

## 18) LIABILITY OF THE TRUSTEES :

t) The trustees shall be respectively chargeable only for and moneys stocks, funds securities andother assets of the trust as they shall actually receive not with standing their signing any receipt for the sake of confirmity and shall be answerable and accountable only for their own respective acts, receipts, neglects and willful defaits and not for these of each other nor for those of any bank of banks broker or brokers or other person or ersons in whose hace any trust moneys or assets may be placed deposited or some nor for the deficiency or insufficiency of any stocks, funds and securities nor for any other to be unless the same shall happen due to or through their or his/her own wilful default or dishonestly respectively and in particular no trust shall be bound to take any steps or proceedings against a co-trustee.

Where the trust is in the purported exercise o 11)the trust discretions and powers hereby or by law conferred, act on the advice of any counsel, softellor or other lawyer, engineer, surveyore fand estate agent actwarry broker. cashler. accountant or expert the trustee shall not be responsible for any loss that may result from setting on such advice but the sought or omission shall be deemed to be authorised and proper and the advice shall operate to protect the trustees in the like manner as if the act or omission had been directed or authorised under the order of a Court competent jurisdiction.

## 19) POWER TO ACCEPT DONATIONS ETC:

The, Trustees are hereby authorised to invite or accept donations of moneys, shares, ddbentures, bonds securities business, medical equipments and other movable or immovable property Erom settlor or any one else by way of gift, grant, legacy or otherwise on such terms and conditions as the Trustees may think fit not being inconsistent with the terms of these presents and such donations shall be held by the Trustees acoration to and agumntation of the Trust Fund and shall be subject to the same Trust, powers and provisions as are contained in these presents and applicable thereto as if such money or other property has formed part of the original Trust Fund, Provided that the Trustees may refuse to accept any such donation, grant or legacy which they may in their absolute discretion con ider unsuitable.

#### 20) CHAIRMAN:

- 1) The trustees shall eelect one of them as a Chairman for any period of time and the Chairman so elected shall held the office until a new Chairman is elected as aforesald.
- ii) In case of dath or retirement of Chairman during the tenure of Chairmanship the vacancy shall be filled up by the Trustees by electing a new Chairman and the new Chairman elected shall hold office of Chairman as per the provisions of subclause (i) hereinabove.
- 111) The same Chalrman may be elected on often as the trustees may choos.
- iv) The chairman shall preside over the meetings of Trustees.
- v) In absence of the Chairman at anymating the trustees present shall appoint one from amongst themselves to be the Chairman of the particular meeting.

## 21) ORDINERY & SPECIAL MEETINGS :

The trustee shall hold their meetings on any day from time to time ordinerily at the Registered office of the Trust. The trustees may their meetings at other places with the mutual consent of all the trustees. At least one meeting will be called by the Chairman in every six months.

## 22) REQUISITION MEETING :

A Chairman shall also call a meeting of the trustees on a requisition made to him in writing by any three of the Trustees specifying the purpose for wh: such meeting is desired to be

wheld, in the event of no meeting being called and companies held by the Chairman within two weeks from the

the receipt by him of such requisition, the requisitioner may themselves call the meeting. In the event of there being no Chairman any trustee may call a meeting. A meeting held under the provision of this clause shall he held only at the Registered office of the trust and during office hours.

#### 23) NOTICE OF MEETING:

Notice in writing of every meeting of the trustees shall be delivered by hand or sent through by post. to each trustee at his address at least two clear days before the meeting. The provisions regarding service of notice and its period shall not apply when the meeting is held with the consent of all trustees.

#### 24) QUORUM ;

There shall be quorum when at least two trustees are present at anyh meeting of the trustees. If qorum shall not have assebled within a quarter of an hour after the time fixed for the meeting, the meeting shall be adjourned to some other date, time and place to be notified by the Chairman to all the Trustees and at such adjourned meeting the trustee present shall form quorum.

#### 25) RESOLUTION:

Every resolution or question submitted to a meeting shall be decided by a majority of votes of the trustees present at such meeting and voting on the question. Each trustee shall have a one vote but in the evnt of an equality of votes the Chairman of such meeting shall have a second or casting vote whether or not he has previously voted on question. Any resolution of the trustees may be

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reclinded or varied from time to time.

## 26) CIRCULAR MEETING :

Any matter of business of a routine or formal or urgent nature may be determined by a circular without calling the meeting of the trustees, provided that it is agreed unanimously by all the trustees. In case of difference of opinion such business shall be dealt with the next meeting of the trustees.

## 27) MINUTE BOOK :

- 1) A minute book shall be kept in which shall appear
  - a) A clear report of the proceedings at each of the meetings of the trustees.
  - b) A copy of each notice conveying the meeting and of each circular on which a decision has been arrived at.
- ii) Minutes shall be read over to the trustees at the next meeting and when confirmed, shall be signed by the Chairman of such meeting
- iii) In case of difference of opinion at the time of confirmation of proceedings of a previous meeting the minutes shall be confirmed according to the sence of the majority of the trustees present.

## 28) ACCOUNTING YEAR:

The accounting year of the trust shall be the financial year, i.e.1st April to 31st March every year and first such year shall and on 31st March 1984 which shall be for a period of eleven months approximately.

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## 29) BANK ACCOUNTS :

- 1) The truste funds and moneys shall be invested in accordance with the provisions of law for the time being in force.
- . ii) The all accounts in the Bank shall be maintained in the name of the trust and if that is not possible or practical in the name of the trustees.
- two trustees and one of them shall be Managing

# 30) CASH IN HAND

The trustees shall keep the reasonable amount of each on hand for carrying out the object of the trust and meeting the expenss of trust but such amount-shall not be ordinarily exceed of Rs.500/~.

# 31) ACCOUNTS AND AUDIT :

The trustees shall keep and maintain the regular vaccounts of the trust transactions regarding income expenditure and properties of the trust in accordance with the provisions of the Bombay Public Trusts Act 1950 and rules made there under. At the end of every accounting year the general accounts shall be taken of all the assets and limbilities of the trust and expenditure account for the whole year and a i ne om e balance sheet at the end of year shall be prepared and shall be audited annually by a Chartered Accountant appointed by the trustees for the purpose and the copy of the same shall be filled Atth the office of the Assistant/Deputy Charley Commissioner having jurisdiction over to the trust 101

## 33) DISSOLUTION OF THE TRUST :

In the event of this Trust become in operative defunct or is to be dissolved shall be dissolved in accordance with the directions of the District Court having jurisdiction over the trust and all movable or immovable properties belonging to the trust whether existence, accuring or otherwise shall be transferred to any other public Chairitable Trust having similar objects shall not in any case revort tot he settler of it's trust.

In withess uncheor the parties hards have been unto but their respective hands and engls the day and ygar first hareinshove written.

SHRE VITTHALHAU KISANRAU MUANKE

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1. P. M. Caparaghan Blaces

"SIGNED SENCED NAME OF LIVENCY by the ofthin named -

- 1. SMI . PAHAVATI DAI KISANNAO MHASKE.
- 2. SHAI .DD. SUDHASH KISANGAO MHASKE.
- 5. hhs. bh.sumati suunasii milaske.
- 4. SHRI . VITTHALRAU KIYANRAU MHASKE .
- s. SHEP-HORMAIN LAXMANIAS JACH.

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Date Of the Company o

Medical Officer Ct., 11/21-15-15-17 PAL General Respitat, MARIA AND AND AND AND TITU

OON OF INWASING, WHITH YANAGAR

# AHMEDNAGAR MUNICIPAL CORPORATION HEALTH DEPARTMENT



FORM 'C' (See Rule 5)



Certificate of Registration under section 3 of the Maharashtra Nursing Homes Registration Act

No As per Health Dept. AMC outward Noi-430 Dt:

This is to certify that Shri / Smt. Dr. Subhash Kisanrao

Mhaske. \_\_\_ has been registered under the Maharashtra Nursing

Homes Registration Act is respect of bollow to be Marcisten to the second Signer register Mikasia Collage voad Nacque (n. A. Kas and (

Leo-Bed-Capact

Has been authorised to carry on the said nursing home

Registration No.:- 176

Date of Registration :- 10 / 01 / 2003

Place : Ahmednagar

Date of Issue of Certificate :- 8 / 7 /2024

This Certificate of registration shall be valid upto 31st March 2027

(DR ANIL ASHOK BORGE)

Signature of the registration authority Medical Officer of Health / Local Supervising and the

# MAHARASHTRA POLLUTION CONTROL BOARD

Tel: 24010437/24020781 Fax: 24024068/24023515 Website: http://mpcb.gov.in Email: pso@mpcb.gov.in



Kalpataru Point, 2nd, 3rd and 4th floor, Opp. Cine Planet Cinema, Near Sion Circle, Sion (E), Mumbai-400022

ORANGE/

No:- Format1.0/PSO/UAN No.0000210837/CO/2501000607

Date: 07/01/2025

To, KAKASAHEB MHASKE KAMGAR HOSPITAL BEHIND HOTEL CHAITANYA CLASSIC, MHASKE COLLEGE ROAD, BOLHEGAON PHATA, NAGAPUR MIDC, AHMEDNAGAR-414111

Email:pmionursing@gmail.com Contact No.:9637744538



Combined Consent Establish ,1st Operate and BMW Authorization (CCA) under the provisions of Water (P & CP) Act, 1974, Air (P & CP) Act, 1981 and Bio-Medical Waste Management Rules, 2016 as amended and Hazardous Waste (M & TM) Rules, 2016.

- Ref: 1. Combine Consent and Bio-Medical Waste Authorization granted by the Board
  - 2. Your application for Combine Consent and Bio-Medical Waste Authorization
  - 3. This Office email dated 04/09/2024.
  - 4. Penal fee paid on 08/09/2024
  - 5. Your ammedment application CONSENT\_AMMENDMENT-0000014678 dated 05/10/2024 MPCB-

After examining the proposal, The Maharashtra Pollution Control Board hereby grant 1st operate Combined Consent and BMW Authorization to HCE under Section 25/26 of the Water (P&CP) Act, 1974, Section 21 of the Air (P&CP) Act, 1981 and Bio-Medical Waste Management Rules, 2016, and Hazardous Wastes (Management & Transboundary Movement) Rules, 2016 respectively, under Environment (Protection) Act, 1986, subject to terms and conditions as specified below and in the Schedule(I-IV) and Annexure (I-II)

- 1. This CCA shall be in force for a period From 04-06-2024 To 03-06-2026
- :- Plot Area 10146.50 M<sup>2</sup> with Built-up area 490.87 M<sup>2</sup>.
- 3. Activities Included
  - a. Total Number of Beds : 100 Nos. (As per BNH certificate no. 170 valid upto 31-03-2027)

- ICCU/ICU Beds : 3 Nos
- III. Operation Theatre : 1 Nos
- IV. Maternity Beds: 7 Nos

- Other Beds : 29 Nos
- Conditions under the Water (P&CP) Act, 1974:-



- 1. Quantity of total water consumption shall not exceed 35 M³/day. You shall not use the ground water without obtaining prior permission of Central Ground Water Authority.
- 2. You shall provide adequate treatment & disposal facility for Sewage & Effluent
- 3. You shall provide water meter at water intake point & at sewage/Effluent disposal point and shall maintain monthly records thereof.

# 5. Conditions under the Air (P&CP) Act,1981:-

- You shall use the fuel for DG set as specified in the Annexure-II. 2. You shall provide adequate emission control system to DG set as specified in
- 3. You shall strictly observe noise standards applicable for DG set stack emission and

# Conditions under Hazardous and Other Wastes(Management, Handling & Transboundry Movement) Rules, 2016 for treatment and disposal of hazardous

You shall have valid membership of CHWTSDF and shall dispose the Hazardous waste generated in strict compliance with said rules and maintain record thereof.

enera	ated in strict compliance with s	THE RESERVE ASSESSMENT	The second secon	MOU	College College
Sr	Type of Waste	no.	As per Actual	MT/A	use as manur
No	The state of the s	NA	As per Actual	N.O.	
1	Biological Sludge		As per Actua	A/TM IE	CHWTSDF
_	35.3 Chemical sludge from	35.3	AS per mees		
2		Management ru	1 2016		

# 7. Conditions under Solid Waste Management rules 2016

- 1. You Shall Handover Solid waste (Other Than BMW) to Local bodies as per provisions of SWM Rules, 2016.
- You shall Not mix general solid waste with Bio Medical Waste.

# Conditions under BMW Management rules, 2016 (As Amended):-

- You shall adhere to the BMW Generation quantity and storage conditions as
- specified in Schedule-I of BMW Management Rules, 2016, as amended. 1.
- You shall segregate and handover BMW to BMW T&D CTF Bioclean System India Pvt Ltd, Ahmednagar Strictly complying with the Provisions of Schedule-I
- Cytotoxic Drugs/ Waste: You shall have separate storage, marked with the symbol of Bio Hazard & Cytotoxic Hazard for outdated, discarded, unused cytotoxic drugs/waste and submit details of Management and Handling of outdated, discarded, unused Cytotoxic drugs in the format prescribed by CPCB which is available on www.cpcb.nic.in along with Annual Report to MPCB with a copy to CPCB before 30th June of every year.
- 4. Mercury Waste: You shall manage the Mercury Waste in HCE in environmentally sound manner (including storage, spilled collection, transportation and disposal) as per guidelines published by CPCB as detailed in document entitled "Environmentally Sound Management of Mercury Waste in Health Care Facilities"
- You shall not undertake Modifications/ Upgrdation in existing facility without obtaining prior Environment Clearance under the Provision of EIA notification, 2006 Or Consent to Establish from the MPC Board as applicable.



- 10. Any unauthorized change in Location, Name, personnel, equipment or working conditions as mentioned in the application by you shall constitute a breach of this CCA. In case of any change you shall apply fresh for CCA or amendment as applicable.
- 11. You shall not Rent, Lend, Sell, Transfer or Close Down the facility or otherwise transport / Handover the Bio-Medical waste generated for any other purpose without obtaining prior written permission of the MPC Board.
- 12. This Board reserves the right to review, amend, suspend, revoke, or change any of the conditions applicable under this CCA and the same shall be binding on the HCE.
- 13. You shall maintain records of MPC board Officers visit and shall obey all the lawful instructions issued by the Board Officers from time to time.
- 14. Any violation of provisions of BMW Management Rules, 2016 as amended shall attract the penal provisions of Environment (Protection) Act, 1986 and Violations under the provisions of Water (P&CP) Act 1974, Air (P&CP) act 1981 shall attract provisions of respective act including closure of the facility and prosecution.
- 15. This CCA shall not be construed as exemption from obtaining necessary NOC/permission from any other Government agencies as applicable.
- **16.** As per your application, the laundry activity is outsourced. Therefore, you are strictly prohibited from conducting any laundry activity within the premises of your facility
- 17. As per visit report dated 21/08/2024 you have provided the storage area for biomedical waste hence the Bank Guarantee of Rs. 50000/- imposed in previous CCA is eligible for release
- 18. As per visit report dated 21/08/2024 you have provided the STP of 12 CMD capacity and ETP of 4 CMD capacity however as per water budget submitted by you in application Sewage generation is 24 CMD hence the STP upgradation is required. The Bank Guarantee of Rs.1.00 Lakh is imposed for upgrading STP to adequate capacity within period of Six Months.
- 19. You shall submit the bank guarantee of INR 2.50 lakhs towards compliance of conditions as specified in Schedule III to The Regional Officer, MPCB, Nashik within 30 days. Non submission of B.G. in specified time shall attract revocation of this CCA without further notice
- This CCA issued with overriding effect on CCA vide No:- Format1.0/PSO/UAN No.0000210837/CO/2409001628 dated 26/09/2024

This consent is issued on the basis of information/documents submitted by the Applicant/Project Proponent, if it has been observed that the information submitted by the Applicant/Project Proponent is false, misleading or fraudulent, the Board reserves its right to revoke the consent & further legal action will be initiated against the Applicant/Project Proponent.



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a75e95ad 68c3dc4f 55feed17 3a38de01 c87a57b8 a3175006 03402c78 2c06f727 Signed by: Dr.Vishwajeet Ramesh Thakur Principal Scientific Officer For and on behalf of, Maharashtra Pollution Control Board pso@mpch.gov.in 2025-01-07 19:03:52 IST

