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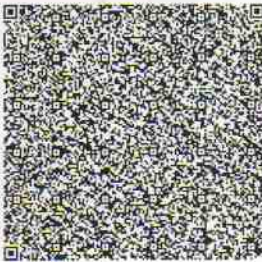
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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL68375651642857L
Certificate Issued Date : 16-Jan-2013 11:26 AM
Account Reference : IMPACC (IV)/ dl785103/ DELHI/ DLH
Unique Doc. Reference : SUBIN-DL78510336448934990399L
Purchased by : JAGRITI PRAMOD SATYAGRAH FOUNDATION
Description of Document : Article 64 Trust
Property Description : NA
Consideration Price (Rs.) : 0
(Zero)
First Party : JAGRITI PRAMOD SATYAGRAH FOUNDATION
Second Party : NA
Stamp Duty Paid By : JAGRITI PRAMOD SATYAGRAH FOUNDATION
Stamp Duty Amount(Rs.) : 400
(Four Hundred only)



E-Stamp Certificate Locked

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Adhar No - 497171071946



Pranod K. N.

Statutory Alert:

1. The authenticity of the Stamp Certificate can be verified at Authorised Collection Centers (ACCs), SHCIL Offices and Sub-registrar Offices (SROs).
2. The Contact Details of ACCs, SHCIL Offices and SROs are available on the Web site www.shclstamp.com

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Department of Education

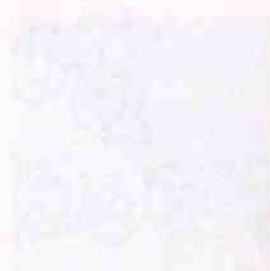
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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Base Certificate No. : IN-DL68375651642857L
Certificate No. : IN-DL68480493238266L
Certificate Issued Date : 16-Jan-2013 01:12 PM
Account Reference : IMPACC (IV)/ dl785103/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL78510336698789712904L
Purchased by : JAGRITI PRAMOD SATYAGRAH FOUNDATION
Description of Document : Article 64 Trust
Property Description : NA
Consideration Price (Rs.) : 0
(Zero)
First Party : JAGRITI PRAMOD SATYAGRAH FOUNDATION
Second Party : NA
Stamp Duty Paid By : JAGRITI PRAMOD SATYAGRAH FOUNDATION
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



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Pramod Satyagrah

Statutory Alert:

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2. The Contact Details of ACCs, SHCIL Offices and SROs are available on the Web site "www.shcilestamp.com"

TRUST DEED

THIS DECLARATION of Trust is made in the city of New Delhi on the **16th day of January 2013**, by **Pramod Kumar Rai** (aged around 41 years), s/o Sh. Bageshwar Nath Rai and resident of Flat No. 511, Jhelum Apartment, Plot 8, Sector-5, Dwarka, New Delhi-110075, hereinafter called the **founder/settlor** (which expression shall unless excluded by or repugnant to the context, be deemed to include his respective heirs, executors, administrators, assigns and representatives) for the purpose of creating a public charitable trust.

WHEREAS

- (1) The Settlor is desirous of declaring, creating and establishing a Public Charitable Trust for the benefit of the society/public at large, for which purposes the objectives have been laid down in this deed.
- (2) For the purposes of carrying out the objectives of the trust, following persons including the above named Settlor have agreed to act as the first Lifetime Trustees (hereinafter collectively referred to as the '**First Board of Management**') of this Public Charitable Trust and for this purpose they have taken on them willingly the responsibility and obligations entrusted upon them as per this deed for the effective running and management of the trust so as to achieve the aims and objectives of this trust intended to serve the mankind without any distinction of caste or creed or religion or colour or gender.
 - i) Bageshwar Nath Rai (aged around 61 years) s/o Late Sh. Bunni Rai and resident of, Road No.5, Jay Praksh Nagar, Bettiah, West Champaran, Bihar-845438.
 - ii) Pramod Kumar Rai (aged around 41 years) s/o Sh. Bageshwar Nath Rai and resident of Flat No. 511, Jhelum Apartment, Plot 8, Sector-5, Dwarka, New Delhi-110075
 - iii) Pradeep Kumar Rai (aged around 35 years) s/o Sh. Bageshwar Nath Rai, a Non Resident Indian Citizen currently Resident of 8450 Cambridge St, Apt 3149, Houston, Texas, 77054, USA.
 - iv) Abdes Chaudhary (aged around 39 years) s/o Sh. H. N. Chaudhary and resident of plot 385A, 4th floor, Chirag Delhi, New Delhi-110017.
 - v) Madhusudan Pothal (aged around 43 years) S/o Late Shri Krushna Chandra Pothal and resident of L-33/A, Saket, New Delhi-110017
- (3) The Settlor has given a corpus donation of Rs. 16000/- (Rupees Sixteen thousand only) to the trust to be placed with the trust under the charge of above mentioned trustees so as to commence the activities of the trust. The trustees hereby acknowledge the receipt of this fund.
- (4) In consonance with the above desire of settlor and with a view to secure proper and permanent administration of the trust by these Lifetime Trustees appointed hereby, it is considered advisable to execute a formal written Deed of Trust specifying certain terms and conditions for administration and also the Powers and Obligations of the Lifetime Trustees as well as other matters in connection with the activities of the trust, which are provided as hereunder.

Deed Related Detail

Deed Name	TRUST (MOVABLE)		
Land Detail			
Tehsil/Sub Tehsil	SR II JANAKPURI	Area of Building	0 oZx Q
Village/City	Dwarka-18	Building Type	
Place (Segment)	Dwarka-18		
Property Type	Residential		
Area of Property	0.00	0.00	0.00
Money Related Detail			
Consideration Value	16,000.00 Rupees	Stamp Duty Paid	500.00 Rupees
Value of Registration Fee	1,000.00 Rupees	Pasting Fee	100.00 Ruppes

This document of TRUST

TRUST (MOVABLE)

Presented by: Sh/Smt.

S/o, W/o

R/o

Pramod Kumar Rai

Sh Bageshwar Nath

Flat no 511 Jhelum Appts Plot no 8 Sec-5 Dwarka ND

in the office of the Sub Registrar, Delhi this 16/01/2013 12:21:46PM day Wednesday
between the hours of

Signature of Presenter

Executed and presented by Shri /Ms. Pramod Kumar Rai

and Shri / Ms. Nil

Who is/are identified by Shri/Smt/Km. Ramesh Kumar S/o W/o D/o Dhan Pati R/o 71 Raksha Enclave Mohan grdn ND
and Shri/Smt./Km Sanjay kumar S/o W/o D/o Ram Nath Rai R/o 808 Land T Flats Dwarka D

(Marginal Witness). Witness No. II is known to me.

Contents of the document explained to the parties who understand the conditions and admit them as correct.

Certified that the left (or Right, as the case may be) hand thumb impression of the executant has been affixed in my presence

Registrar/Sub Registrar
SR II JANAKPURI
Delhi/New Delhi

Date 16/01/2013 2:23:40



संजय राय

Bageshwar Nath

NOW THIS TRUST DEED WITNESSETHS AND IT IS HEREBY DECLARED BY THE SETTLOR AS FOLLOWS:

1) NAME OF THE TRUST:

The Present Trust shall be named as **"Jagriti Pramod Satyagrah Foundation"**

2) OFFICE OF THE TRUST:

The first main office of the trust shall be situated at 808, L & T Building (Shreeawas), Sector 18B, Dwarka, New Delhi 110078. The Board of Management may establish office at any other place(s) in addition to or in substitution of the said main office.

3) OBJECTS:

The object of the Trust for which the same is established is to carry following activities **without profit motive:**

A. Educational

- i. To establish, run and maintain schools, colleges or other educational institutions at one or more locations throughout the territory of India for providing education.
- ii. To assist other educational institutions at one or more locations throughout the territory of India providing education to public at large with non profit motive.
- iii. To run, maintain or assist any other educational or other institutions for coaching, guidance, counseling or vocational training.
- iv. To constitute and give scholarships to poor and deserving students to enable them to continue their studies and to give concession for fees and other charges, including hostel fees or reimbursement of costs of books, instruments and other educational aids for their educational pursuits.
- v. To help establishment of students' hostel or to give other assistance for poor and deserving students to find inexpensive living accommodation to enable them to prosecute their studies.
- vi. To constitute prizes for outstanding achievements of students in educational institutions either in the examinations, sports, general knowledge or such other proficiencies.
- vii. To give loans at nil or subsidized low rate of interest to students or their parents to enable the students to pursue studies.

B. Medical

- i. To establish, run and maintain medical institutions, nursing homes or clinics at one or more locations throughout the territory of India for providing health services.
- ii. To give assistance to needy and indigent persons for meeting the cost of medical treatment.
- iii. To establish, run and maintain old age care institutions, nursing homes or clinics at one or more locations throughout the territory of India for providing health services to senior citizens

C. Relief to the poor

- i. To give financial or other assistance in cash or in kind such as distribution of meals/cloths for the poor and indigent.

D. Other objectives

- i. To establish, run and maintain old age homes at one or more locations throughout the territory of India for providing abode to poor and destitute.
- ii. To give donations to other institutions, which are run on non-profit basis subject to such conditions consistent with the objectives of the Trust.

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E. Miscellaneous

- i. To acquire and maintain the movable and immovable properties for achieving the objectives stated above.
- ii. To undertake above and other incidental activities for the fulfillment of objectives listed above without profit motive and without discrimination on the basis of religion, caste, colour, creed or gender.

The activities of the trust will be confined to Indian shores.

If any of the above objects is found to be inconsistent with the objects of a public charitable institution under section 10(23C) or 11 or any other section of the Income Tax Act, 1961 or any other law applicable to such trusts as now enacted or as may be enacted or amended at a future date, such object will stand modified to accord with such law or amended law, so that this trust will continue to have the character of a public charitable trust without profit motive under the Income tax Act, 1961 or any other law replacing the existing Income tax Act 1961.

4) TRUST FUND/PROPERTY:

The Trust Fund is started with an amount of Rs.16000/- (Rupees Sixteen thousand only). Besides this, the other sources for obtaining funds for the Trust shall be as follows:

- i. Any assets, properties or monies given to this Trust by any other trust under the provisions of its trust deed for attainment of objects of this Trust.
- ii. Donations in cash or in kind - both general as well as corpus donations.
- iii. Gifts, presents, endowments, grants as bequests.
- iv. Subscriptions, subsidies or grants received from Government, local body, society, trust, individuals, business or commercial establishments and public institutions.
- v. Loans.
- vi. Donations in cash or in kind from outside the country.
- vii. Any other income received from any other source for the attainment of objects of the Trust.

All properties received by means of aforesaid sources shall be deemed to be the properties of the Trust. The Trustees shall have the right to increase the corpus of the Trust, and to utilize the same for the objects of the Trust subject to the provisions of the Trust deed.

5) BOARD OF MANAGEMENT/TRUSTEES:

i. Board of Management and Working Board:

The affairs of the Trust will be managed by the Board of Management. The Board may delegate its functions to Working Board any one or more Trustees with such designation as may be found convenient or necessary subject to control of the Board of Management.

Board of Management

The Board of Management shall comprise of all the Lifetime Trustees at any given point of time. The Board of Management shall have the exclusive and ultimate power to decide any matters of or in relation to the trust. If at any time, the Board of Management is reduced to a single Lifetime Trustee, it shall continue to function in terms of this Deed. However, the lone Lifetime Trustee would endeavor to increase the strength of the Board of Management by appointing additional Lifetime Trustees in the best interest of the trust in accordance with clause 5(iii) below.

Working Board

The Working Board shall comprise of Lifetime as well as Honorary Trustees specified under clause 5(iii) at any given point of time. The Working Board may be entrusted with day to day activities of the Trust under the overall control and supervision of the Board of Management. It is hereby made clear that at all times and in all circumstances, the

to provide information to the public and to ensure that the information is accurate and reliable. The Commission will also ensure that the information is presented in a clear and concise manner.

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It is the policy of the Commission to ensure that the information is presented in a clear and concise manner. The Commission will also ensure that the information is presented in a clear and concise manner.

1. PURPOSE AND SCOPE

The purpose of this document is to provide information to the public and to ensure that the information is accurate and reliable. The Commission will also ensure that the information is presented in a clear and concise manner.

2. BOARD OF MANAGEMENT

The Board of Management is responsible for the overall management of the Commission. The Board will also ensure that the information is presented in a clear and concise manner.



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decision of the Working Board shall be subject to approval or reversal by the Board of Management, which have unfettered authority in all matters. The role, responsibility and functioning of the Working Board shall be decided by the Board of Management from time to time.

Chairman & Vice Chairman

Among the Lifetime Trustees, one trustee will be designated as Chairman and one as Vice Chairman. The meetings of board of management shall be presided by the Chairman and in his/her absence it shall be presided by Vice Chairman, and if he is also absent then by senior most Lifetime Trustee. The meetings of working board shall be presided by Vice chairman and in his/her absence by senior most life time trustee. Bageshwar Nath Rai is designated as Chairman of first board of management and Pramod Kumar Rai is designated as Vice Chairman of first board of management. In case of vacancy of the post of Chairman for more than three months, Vice Chairman shall become Chairman and shall nominate another trustee among the Lifetime Trustee as Vice Chairman. In case of vacancy of the post of Vice Chairman for more than three months, Chairman shall nominate another trustee among the Lifetime Trustee as Vice Chairman. In case of vacancy of the post of Chairman as well as Vice Chairman simultaneously for more than three months, Chairman and Vice Chairman shall be nominated among the Lifetime Trustees by the board of management.

ii. **Number of Trustees:**

The trust shall have minimum of 3 (three) Trustees and maximum of 12 (twelve) trustees at any given point of time. For calculating the number of trustees, both Lifetime Trustees and Honorary Trustees shall be counted.

iii. **The Trustees:**

Lifetime Trustees

The trustees constituting the first Board of Management shall be the trustees for life. The trustees for life can decide to increase the strength of the Lifetime Trustees to 7 (seven) with the consent of all the Lifetime Trustees. In case any of the trustee(s) for life die(s) or is permanently incapacitated or is otherwise disqualified from performing his duties under this trust deed (hereinafter referred to as the 'erstwhile trustee'), the remaining trustees for life shall be free in the best interest of the trust, to chose and approve any other person as trustee for life, preferably from amongst the immediate family of the erstwhile trustee and such an appointment shall be made only with the consent of all the remaining trustees for life. The rationale behind this stipulation is that since the first trustees for life have collected together to run and administer the trust honestly and bonafide purely with a view to serving the mankind, their efforts and genuine concern should not get jeopardized by coming the effective control under a team of trustees for life in the hands of the persons not so intensely and keenly concerned with the objective of trust. The trustees referred to in this clause shall be called as '**Lifetime Trustees**'.

Honorary Trustees

Trustees other than Lifetime Trustees shall be referred to as Honorary Trustees. The Honorary Trustees appointed shall hold office for a period of 3 (three) years from the date of appointment unless removed earlier. However, the Board of Management can re-appoint the retiring Honorary Trustee(s) at its sole discretion. The appointment or re-appointment of Honorary Trustee(s) shall be made in accordance with the clause 5(vi) of this trust deed.

iv. **Qualification of a Trustee:-**

Any trustee to be appointed shall be appointed in his/her individual or personal capacity and be remained so unless disqualified from the office of trustee as provided for under trust deed, or on his/her voluntary remitting the office or on his/her death or permanent

(Faint circular stamp from the Registrar General's Office, Government of India, visible in the background)



incapacity to act as trustee. A Legal, Statutory or Corporate Body or Persona non grata shall never be appointed as a trustee.

v. Disqualification of a Trustee:

Trustee shall be considered to be disqualified from his office of trust, if he/she,

- a. resigns on his/her own.
- b. remains absent for three consecutive meetings without prior permission.
- c. is declared a lunatic by a Court of law.
- d. is declared insolvent.
- e. is convicted by a criminal court of a crime involving moral turpitude.
- f. Conducts the affairs of the trust in an improper manner or in a way not befitting the expectations of the conduct from a trustee, or if he acts against the interest of the trust or indulges in any misappropriation, mismanagement or embezzlement of the funds and properties of the trust upon which the Board of Management may hold him to be unfit to continue as a trustee and accordingly remove him from the office of the trustee.

On happening of any of the above events, it shall be called as 'disqualifying event'. On happening of disqualifying event, the trustee shall be removed in terms of clause of Removal of Trustees (infra).

vi. Appointment of a trustee:

- a. The Lifetime Trustees/honorary trustee shall be appointed as specified in clause 5 (iii) of the Trust Deed.
- b. The Lifetime Trustees may appoint/re-appoint other person(s) of integrity and having bent for social service as Honorary Trustee(s) keeping in view the adherence to the minimum and maximum number of Trustees as prescribed in the Trust Deed. However, consent of all the Lifetime Trustees shall be required for appointment or re-appointment of Honorary Trustee(s).
- c. In the event of any vacancy in the number of Trustees resulting in the number of Trustees falling below the minimum prescribed limit of Trustees as prescribed in the Trust Deed, the Board of Management shall have the power to fill up the vacancy to complete the minimum numbers.

vii. Removal of a trustee:

- a. If the disqualifying event happens, then the Board of Management may, with the consent of all the Lifetime Trustees, remove such trustee or trustees from their office of Trust. If the disqualifying event happens in respect of any of the Lifetime Trustee, then the Board of Management excluding such Lifetime Trustee would take the decision in respect of removal.
- b. In case of compelling need/circumstances, which shall include without limitation, a case where any of the Honorary Trustee is engaged in any activities adversely affecting the trust and which needs immediate action and the Board of Management is unable to meet, any of the available Lifetime Trustee can remove the defaulting Honorary Trustee with immediate effect. However, such removal shall be confirmed by the Board of Management with the consent of all the Lifetime Trustees as soon as practicable. If the Board of Management decides otherwise, then the removal would be cancelled and the Honorary Trustee shall be reinstated from the date of decision by the Board of Management. It is however made clear that during the interim period the order of removal passed by the Lifetime Trustee would not be affected by such reinstatement.
- c. Notwithstanding anything contained above, The Board of Management with the consent of all the Lifetime Trustees shall have the power to remove any one or more or all of the Honorary Trustee(s) without assigning any reason whatsoever.

From the year of election to the present, the following have been elected to the office of Mayor:

...all of the library's ...

WEST DIST. DEL.



Once removed the office of the Honorary Trustee(s) shall be demitted forthwith by the outgoing Honorary Trustee(s).

- d. Once removed, the outgoing trustee shall forthwith hand over all the documents, records, accounts, trust property or any other article, thing, property belonging to the trust.

6) POWERS AND DUTIES OF THE BOARD OF MANAGEMENT:

Subject to what is stated in this Trust Deed, the Board of Management shall discharge all the duties and functions in its meeting and enjoy powers and rights and shall undertake all activities as are necessary for the implementation of the objects of the Trust. For the furtherance of the objects of the Trust, the Board of Management will have the following powers:

- i. To open bank account or accounts in the name of the Trust and to close such account or accounts. To nominate one or more authorized signatories who will operate such accounts.
- ii. To open bank account or accounts in the name of the institutions established and run by Trust and to close such account or accounts. To nominate one or more authorized signatories who will operate such accounts.
- iii. To establish rules, procedures and guidelines in order to carryout and fulfill the aims of the trust. This may also include rules, procedures and guidelines for delegating any or all the powers vested with the Board of Management as specified in this deed.
- iv. To admit persons as member of the trust and to determine various classes of members such as corporate members, lifetime members, special members, individual members, honorary members, general members, etc and to provide for the rules, regulations, procedures and guidelines governing these members. The rules, regulations, procedures and guidelines may include rules regarding induction, membership subscription, term, role, responsibility, termination, etc.
- v. To invite and accept any donation, contribution, grant or subscription in cash or in kind from the Trustees or any other person, body of persons, institution or corporate body for achieving the object of Trust, whether accompanied by special condition or otherwise. Such contributions or donations shall form part of the Trust Property. The donation may be, in the form of money, shares, debentures, bonds, securities, other movable or immovable property or property of any description by way of gifts, grant, legacy or otherwise on such terms and conditions as the Board of Management may think fit but not being inconsistent with the terms of this deed. These presents and such donation shall be held by the Board of Management/Lifetime Trustees as ascertained to and for the augmentation of the trust.
 - a. Provided that the Board of Management may refuse to accept any such donation, grant or legacy, which they may in their absolute discretion, consider unsuitable or repugnant to the objects or purpose of the Trust.
 - b. Provided further that the contributors or donors or subscribers shall not be entitled to participate in or have any voice or control in management or administration of the Trust merely because they have made certain contributions.
- vi. To apply the whole or part of the income of the Trust fund or accumulation thereof for any one or more of the objects of the Trust as the Board of Management may in their discretion, from time to time determine.
- vii. To invest and keep the Trust fund invested in immovable property and/or in such securities or deposits with banks or any other investments in conformity with the provisions of Income Tax Act, 1961 or any other enactment brought in substitution thereof as amended from time to time.

On receipt of the letter of the Hon'ble Member, the following action was taken:-
 1. The Hon'ble Member was informed that the Government of India has decided to set up a National Council for the Advancement of the Status of Women.
 2. The Hon'ble Member was also informed that the Government of India has decided to set up a National Council for the Advancement of the Status of Women.

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10. The Hon'ble Member was also informed that the Government of India has decided to set up a National Council for the Advancement of the Status of Women.

11. The Hon'ble Member was also informed that the Government of India has decided to set up a National Council for the Advancement of the Status of Women.

12. The Hon'ble Member was also informed that the Government of India has decided to set up a National Council for the Advancement of the Status of Women.

13. The Hon'ble Member was also informed that the Government of India has decided to set up a National Council for the Advancement of the Status of Women.


14. The Hon'ble Member was also informed that the Government of India has decided to set up a National Council for the Advancement of the Status of Women.



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- viii. To borrow or raise or secure payment of money under such terms and conditions as the Board of Management may deem fit.
- ix. To sell, dispose of, alienate, convert, exchange or otherwise deal with any property including immovable property comprising the Trust Fund/property in the best interest of trust.
- x. To utilise any portion of the corpus or the income of the trust for purchasing any land and/or constructing any building or buildings for and in the name of the trust for the purpose of carrying out, promoting and/or executing any or all of the objects of the trust.
- xi. To let out, lease or demise, mortgage, charge or license any immovable property comprised in the Trust Fund for such period and at such rent or compensation and on such terms and conditions, as the Board of Management in their discretion may think fit.
- xii. To take on lease or license any immovable property for carrying the objectives of Trust for such period and at such rent and on such terms and conditions, as the Board of Management in their discretion may think fit.
- xiii. To appoint constituted Attorneys or agents and to delegate to such Attorneys or agents all or any of the powers vested in them under these presents and from time to time remove such attorneys or agents and appoint other or others in his/her/their place, but the Board of Management shall not be liable to defaults of any such person or persons if such acts have been done with a bonafide intention in the normal course.
- xiv. To make, vary, alter and or modify schemes, rules and regulations for carrying out the objects thereof and for starting or sponsoring and running any institutions in furtherance of the objects of the Trust.
- xv. To start, abolish, discontinue and restart any charity or charitable institutions for the benefit of general public and to impose any conditions to any subscription or donation made by them.
- xvi. To set apart or accumulate the whole or part of the income of the Trust Fund or part thereof for any subscription or donation made by them.
- xvii. To join, co-operate or amalgamate this Trust with other or others having kindred or all allied objects upon such terms and conditions as the Board of Management may in their discretion think fit particularly having regard to the objects and nature of this Trust.
- xviii. To purchase, construct or hire or take on lease any immovable or movable property for all or any of the purposes 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 renewal as the Board of Management may think fit.
- xix. To appoint and dismiss and reappoint executives, officials, professionals, caretakers, attendants and other employees/retainers on such salary/honorarium and on such terms as they may think fit.
- xx. To do association/joint venture with other organizations/institutions having similar objects for the attainment of the objects of the trust.
- xxi. To decide all questions arising in the administration of Trust hereof including all questions relating to the interpretation of these presents, the administration of any institutions maintained by the Trust or concerning anything or matter relating to or connected with or arising out of these presents or the operation thereof. The decision of the Board of Management on all or any of the matters aforesaid shall be final.
- xxii. To compromise, compound, abandon, submit to arbitration or otherwise settle any action, suits proceedings, debts claims or things whatsoever arising out of the administration of the Trust Fund or any institutions maintained. For any of these purposes, the Board of Management may enter into, give, execute and do such agreements, releases, and other things as to them seems 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. For any loss attributable to dishonesty or willful

Ramend K. N.

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- omission of an act known to or carried out by any of the Trustees, the Board of Management shall sue such defaulting trustee in the name of the Trust.
- xxiii. To set out one or more committees for the routine and day-to-day management and administration of any such institutions, under their ultimate supervision and control and also to appoint or make provision for appointment of any person as advisor or otherwise. The Board of Management shall be entitled to frame the Constitution and regulate the procedure of such committee including the Working Board and to delegate them such powers, as they may consider proper and necessary. The Board of Management may also decide to have certain offices in the trust such as that of managing trustee, secretary, etc and shall define the role and responsibility of the said office bearers.
- xxiv. To frame such rules and regulations for the management and administration of the Trust and institutions as they shall think fit and to alter or vary the same from time to time and to make new rules and regulations provided that such rules and regulations shall not be inconsistent with the terms of these presents.
- xxv. To deposit by way of safe custody the 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.
- xxvi. In the execution of the powers of investment hereby or by Law conferred upon the Trustees, no Trustee shall be liable for any loss to the Trust Fund arising by reason 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 attributable to his own dishonesty or willful commission of an act known by them to be a Breach of Trust.
- xxvii. The Trustees shall be chargeable only for such moneys, stocks, shares and funds as shall actually come into their hands and a Trustee shall not be answerable or accountable for neglect, default, acts of omission or commission of the other Trustees, nor of any banker or other person with whom the Trust properties or any securities comprised in the Trust properties or any securities comprised in the Trust Fund are deposited or kept so long as the same is bonafide.

7) UTILISATION OF FUNDS:

- i. The trust shall utilize the funds for fulfillment of its stated objectives and shall invest the balance fund at any point of time in the manner prescribed u/s 11 (5) of the Income Tax Act, 1961 or under any other provision of Income Tax Act, 1961 or provisions of any enactment in substitution thereof to maintain its public charitable character.
- ii. The trust shall not indulge anyway in lending money either with or without interest/security, which is not compatible with its objectives.

8) MEETING OF THE BOARD OF MANAGEMENT:

- i. Board of Management shall meet whenever necessary but not less than three times in a calendar year.
- ii. A written agenda shall be issued to each Lifetime Trustee, minimum seven days prior to the meeting of the Board of Management.
- iii. In emergency, the urgent meeting may be called by the 24 hours notice given to each Lifetime Trustees.
- iv. Notice may be given by physical mail or by email or on fax or by phone.
- v. The decisions, which pertain to the ordinary conduct of day to day affairs of the trust, in general, would be those which have no substantial financial implications or requiring decisions on the investments, undertaking new activities as permitted under the deed or raising of loans etc. These activities/decisions could be entrusted by the



- Board of Management to working committee or to any other person. For this the Board of Management may frame detailed guidelines from time to time.
- vi. All decisions other than the general decisions shall be taken by the Board of Management with a majority vote except as provided for in relation to certain matters in the trust deed where consent of all the Lifetime Trustees is required.
 - vii. In cases where the decision has to be taken with consent of all the Lifetime Trustees, the decision of the Lifetime Trustees present in the meeting would be communicated to the other Lifetime Trustees and on receiving their concurrence through any mode of communication, the decision shall become effective and binding.

9) QUORUM:

The quorum required for meeting of the Board of Management, shall be as under: -

- i. The quorum of the meeting shall be a minimum of 2 (two).
- ii. If a meeting of the Board of Management could not be held for want of quorum, then, the meeting shall automatically stand adjourned to the same day in the next week, at the same time and place, or if that day is public holiday, to the next succeeding day, which is not a public holiday, at the same time and place.
- iii. If the quorum also lacks during the conduct of the adjourned meeting as provided for in sub-clause II above, then the Lifetime Trustees shall decide as to when and where the meeting has to be done.
- iv. It is hereby clarified that the meeting may not require physical presence and the Board of Management may decide to meet through audio-conference, video-conference or any other mode where there can be collective discussion.

10) CASTING VOTE:

Whenever a resolution is to be passed by a majority of votes in the event of the casting of equal votes, for any resolution in an ordinary or special meetings of the Board of Management, Chairman of the meeting shall have a right of an additional vote i.e. a casting vote and such a vote should be taken in calculation for deciding the majority for passing the resolution.

11) ACCOUNTS:

- i. The financial year of the trust shall be from April 1st and end on March 31st, but the Board of Management may decide to change it.
- ii. The accounts shall be prepared and the Balance Sheet and Income & Expenditure account shall be audited by a qualified Chartered Accountant, appointed as the Auditor of the Trust, after the accounting year is over and same shall be placed in a meeting of the Board of Trustee for consideration and approval.

12) BANK ACCOUNTS:

The funds of the Trust shall be kept in any scheduled bank(s) or any other bank as approved and authorized by reserve bank of India under Banking Regulation Act 1949 from time to time and as approved by the Board of Management. The Bank Account(s) of the Trust shall be operated and maintained in the manner as decided by Board of Management from time to time.

13) DISPUTES:

In case of any dispute among the Lifetime Trustees of the Trust regarding the implementation or the interpretation of the provisions of this Trust Deed, it shall be resolved by appointing an arbitrator by the Lifetime Trustees and decision of the said

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arbitrator will be binding on the Trust/Lifetime Trustees. The Honorary Trustees shall have no power to raise any dispute of any nature whatsoever. However, if they feel that something is of importance, they may bring it to the attention of the Board of Management, where after the Board of Management shall decide as it considers appropriate.

14) DISSOLUTION:

In the event of dissolution of trust under any circumstances or under any provisions of law, any assets remaining after satisfaction of the debts and liabilities of the trust shall not be paid to or distributed amongst the trustees, or any other employee or volunteer of the Trust, but shall be transferred by the Board of Management to such other charitable institution(s), which has objects similar to those of the trust and which also prohibits distribution of its income and properties amongst its trustees.

15) AMENDMENTS:

The Board of Management may make any amendments with the consent of all the Lifetime Trustees in the aforesaid provisions regarding the administration of the trust as well as Trust Deed, but without in any way affecting the objects and purposes of the Trust.

IN WITNESS THEREOF THE SETTLOR HAS HERETO SET AND SUBSCRIBED HIS HAND THE DAY AND YEAR AS MENTIONED HEREIN ABOVE.

Ramend Kumar

SETTLOR/TRUSTEE

WITNESSES:

1. *Ramesh Kumar Upadhyay*

Post. Shamlat Upadhyay

No 31, Raksha Enclave

Mohan Garden

Aadhar Card No. 2742 64999442

संजय कुमार राय

2. *Sanjay Kumar Rai S/o Ram Nath Rai*

R/o 808 Land T Flats Sect-18B Dwaraka

New Delhi - 78

Aadhar No 802479320665

Reg. No. 55 Reg. Year 2013-2014 Book No. 4



Ist Party

न्यासकर्ता

IInd Party



Witness

xokg

Ist Party

IInd Party

Ist Party न्यासकर्ता :- Pramod Kumar Rai

IInd Party न्यासी :- Nil

Witness xokg Ramesh Kumar, Sanjay kumar

Certificate (Section 60)

Registration No.55 in Book No.4 Vol No 13,276

on page 113 to 123 on this date 16/01/2013 1:18:06PM

day Wednesday

and left thumb impressions has/have been taken in my presence.

Date 16/01/2013 2:24:00

Sub Registrar

SR II JANAKPURI

New Delhi/Delhi

