



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL444058425119060  
Certificate Issued Date : 02-May-2016 02:30 PM  
Account Reference : IMPACC (IV)/ dl957103/ DELHI/ DL-DLH  
Unique Doc. Reference : SUBIN-DL957103878974718038180  
Purchased by : NILAMADHAB PRUSTY SON OF JOGINATH PRUSTY  
Description of Document : Article 64 Trust  
Property Description : Not Applicable  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : NILAMADHAB PRUSTY SON OF JOGINATH PRUSTY  
Second Party : Not Applicable  
Stamp Duty Paid By : NILAMADHAB PRUSTY SON OF JOGINATH PRUSTY  
Stamp Duty Amount(Rs.) : 100  
(One Hundred only)



LOCKED

Please write or type below this line.



NILAMADHAB PRUSTY

P.P. No. G-1289219



*Prusty*

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shoestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

## TRUST DEED

This indenture made at New Delhi on this 04<sup>th</sup> day of May 2016 by Shri Nilamadhab Prusty s/o Late Dr. Joginath Prusty aged about 65 years, having his address as B – 4/210 Safdarjung Enclave, New Delhi 1100029 hereinafter called the "SETTLOR" of the Trust, (which term shall, unless excluded by or repugnant to the subject or context, mean and include the heirs, successors, legal representatives, executors, administrators and assigns) of the ONE PART AND

- (i) Shri Nilamadhab Prusty s/o Late Dr. Joginath Prusty aged about 65 years, having his address as B – 4/210 Safdarjung Enclave, New Delhi 1100029.
- (ii) Shri Sudhanshu Shekhar Singh s/o Late (Prof) Basudeo Singh aged about 50 years, having his address as 113, Princess Park, Plot 33, Sector 6, Dwarka, New Delhi, 110075.
- (iii) Shri Pradip Bhatnagar s/o Shri Satish Mohanlal Bhatnagar aged about 59 years, having his address as P 201 Shipra Krishna Srishti, Vaibhav Khand, Indirapuram 201 014, Uttar Pradesh.
- (iv) Shri Nirmal John Singh s/o Late Shri John Arjun Singh aged about 54 years, having his address as 5/20, Sector II, Rajendra Nagar, Sahibabad, Ghaziabad 201005, Uttar Pradesh
- (v) Shri Manu Gupta s/o Shri Mahesh Chandra Gupta aged about 46 years, having his address as 332 Tower 1, Mount Kailash, East of Kailash, Delhi 110 065
- (vi) Shri Arockiam Vedamuthu s/o Shri A. Vedamuthu, aged about 64 years, having his address as Plot No. 31 Fr. Balaiah Nagar, Phase – II, Old Alwal, Secunderabad, 500 010 Telengana.
- (vii) Shri Rajesh Ranjan Singh s/o Late (Shri) Nathuni Prasad Singh, aged about 51 years, having his address as B-704, True Friends CGHS Ltd., Plot No. 29, Sector 6, Dwarka, New Delhi 110075.
- (viii) Dr (Mrs) Ranjana Mittal d/o Late (Shri) Tara Chand Vedalankar, aged about 50 years, having her address as B 136, Surajmal Vihar, Delhi – 110092.



Deed Related Detail

Deed Name TRUST		TRUST (MOVABLE)	
<b>Land Detail</b>			
Tehsil/Sub Tehsil Sub Registrar IX		Building Type	
Village/City	Dwarka Sector-6		
Place (Segment)	Dwarka Sector-6		
Property Type	Others		
Property Address	House No. 113,	Road No.:	Dwarka Sector-6
Area of Property	120.00 Sq.Yard	0.00	0.00
<b>Money Related Detail</b>			
Consideration Value	1,000.00 Rupees	Stamp Duty Paid	100.00 Rupees
Value of Registration Fee	1,000.00 Rupees	Pasting Fee	100.00 Rupees
Transfer Duty	0 Rupees	Government Duty	100 Rupees

This document of TRUST


TRUST (MOVABLE)

**Presented by: Sh/Smt.****S/o, W/o****R/o**

Humanitarian Aid International through its Sh. Joginath Prusty

B-4/210, Safdarjung Enclave, New Delhi

in the office of the Sub Registrar, Delhi this 04/05/2016 11:06:33 day Wednesday between the hours of

**Signature of Presenter**
  
 Registrar/Sub Registrar  
 Sub Registrar IX  
 Delhi/New Delhi
**Execution admitted by the said Shri / Ms.**

Humanitarian Aid International through its settlor Mr. Nilamadhab Prusty

**and Shri / Ms.**

NP

Who is/are identified by Shri/Smt./Km. Abhishek Kumar: S/o W/o D/o Sh. H B Jha R/o WZ-587, Palam, New Delhi


and Shri/Smt./Km Gaurav Kharbanda S/o W/o D/o Sh. S C Kharbanda R/o RZ-93-A, Vashisht Park, ND

(Marginal Witness). Witness No. 11 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.

Date 05/05/2016 18:00:42

  
 Registrar/Sub Registrar  
 Sub Registrar IX  
 Delhi/New Delhi


16961111522

- (ix) Dr. (Mrs.) Rochana Mitra, d/o Shri Asit Kumar Mitra, aged about 51 years, having address as 4A Santosh Roy Road, Kolkata 700008, West Bengal.

(hereinafter jointly called the "Trustees", which expression shall unless excluded by or repugnant to the subject and context, be deemed to include the trustees or trustee for the time being of these presents and / or survivor of any of them and their successor or successors in office) of the OTHER PART;


**Witnesseth as follows:**

1. Whereas the Settlor of the Trust is sufficiently well possessed of and / or entitled to a sum of Rs. 1,000/= (Rs. One thousand only), and is desirous of irrevocably establishing a public charitable trust for public charitable purposes as hereinafter expressed or contained in these presents. On the execution of these presents the sum of Rs. 1,000/= (Rs. One thousand only) would be held by the Trustees as the initial Trust Property.

The Trustees have at the request of the Settlor agreed to act as Trustees of these presents upon the terms and provisions contained.

And whereas, it is the desire of the settler, that the funds of the trust be further augmented, from time to time by the receipt of funds, assets, rights, income etc. in whatever form.

The Trustees stands possessed of the said sum of Rs 1,000/- which is for brevity's sake referred to as the "Trust Fund", (which expression shall also include cash, deposit(s), funds and any other property, investments of any kind whatsoever with which the same or any part thereof might be converted, invested or varied from time to time or such as may be acquired or received by the Trustees or that which may come to their hands or be entitled to receive by virtue of these presents or by operation of law or additions / accretions thereto in any form or right(s) whatsoever and all income, funds, property, assets or otherwise whatsoever, in



Reg. No. 522      Reg. Year 2016-2017      Book No. 4



Ist Party

IInd Party

Witness

Ist Party

Humanitarian Aid International through its settlor Mr. Nilamudhab Prusty

IInd Party

NP

Witness


Abhishek Kumar, Gaurav Kharbanda

**Certificate (Section 60)**

Registration No.522 in Book No.4 VolNo 1,835  
on page 1 to 29 on this date **04/05/2016 17:02:30**  
and left thumb impressions has/have been taken in my presence.

day Wednesday -

Date 05/05/2016 18:00:29

  
Sub Registrar  
Sub Registrar IX  
New Delhi/Delhi





relation to these presents) subject to the powers, provisions, agreements and declarations hereinafter contained.

*NOW THIS INDENTURE WITNESSETH as follows:*

**1. Name:**

The name of the Trust shall be known as "**Humanitarian Aid International**" hereinafter referred to as the '**Trust**'.

**2. Registered Office:**

The Registered Office of the Trust shall be at 113, Princess Park, Plot 33, Sector 6, Dwarka Phase -1, New Delhi 110075, which maybe shifted to such other place as the Trustees may from time to time decide.

**3. Financial Year:**

The Financial Year of the Trust shall end on 31st March of every year or as maybe prescribed by law from time to time.

**4. Area of Operation:** The area of operation of the Trust will be as permitted by law or Rules or guidelines or permissions obtained / amended from time to time including an All India basis.

**5. Objectives of the Trust:**

The objective of the Trust is to assist, promote, channelise, undertake, charitable purposes especially relating to relief of the poor including humanitarian and development, preservation of environment, education and medical, irrespective of caste, community, religion and economic status, solely for philanthropic purpose and not for the purpose of profit and shall include to this end, without prejudice to the generality of the aims, the following namely:



- (i) To undertake, facilitate, and promote activities, programmes relating to the relief of the poor, the marginalized, the disadvantaged and rehabilitation of persons including those affected by acts of God or human induced disasters or actions, drought, floods, riots, wars, conflicts, strife or in any circumstances, which envisages relief, rehabilitation, development and humanitarian aid / assistance in any manner whatsoever.
- (ii) To undertake, facilitate, and promote activities, programmes relating to the relief of the poor so as to address their humanitarian needs, rehabilitation activities including providing and addressing the needs for food, water, medicines, sanitation, hygiene, tents, housing, psychosocial care, protection, community shelters, transportation and livelihood activities, non food items etc.
- (iii) To respond to all disasters through a comprehensive humanitarian programme cycle.
- (iv) To undertake development and adaptation programmes, to mitigate risk and vulnerability, arising from any consequences, including unplanned development process or climate variability.
- (v) To mainstream disaster risk reduction (DRR) in programmes of the Trust, following Linking Relief & Rehabilitation with Development (LRRD) and (Linking Development with Relief & Rehabilitation (LDRR).
- (vi) To promote the advancement of agriculture, water resource, forestry, fisheries, livestock,, artisan, trade and craft, skill development, employment generation etc. with a view to help / empower poor or marginalized farmers / persons so as to facilitate / contribute towards enhanced productivity / livelihoods and well being of people.



- (vii) To take up programs that accelerate the pace of poverty alleviation in rural and urban settings with application of modern methods of scientific and technological innovations including net usage etc. especially in the fields of water conservation, sanitation, low-cost housing, transportation, agriculture, animal resource, energy and engineering spheres;
- (viii) To undertake programs which ensure raising of income levels and expanding employment potential of the weaker sections of the society, particularly of those living below the poverty line, with special focus on marginalized women, children, socially marginalised, elderly and disabled, by involving participants in the planning, implementation and maintenance of activities taken up.
- (ix) To address the needs of the disadvantaged sections of the society and take concrete steps for increasing their level of awareness with regard to program contents and facilities therein under Government / non- Governmental programs, legal provisions, etc. and also for increasing their abilities by mentoring, hand-holding and promoting appropriate steps to access government schemes, facilities and governance structures.
- (x) To undertake, facilitate, and promote activities, programmes relating to reduction, eradication of child labour and child trafficking and to provide children and weaker sections a better way of life and opportunities.
- (xi) To undertake programmes and work related to migration and trafficking to ensure a safety net to migrants and mitigate chances of trafficking, exploitation and torture for extremely vulnerable, particularly women and children.
- (xii) To constantly assess national and global policy environments, changing patterns of poverty and vulnerability and accordingly amend existing or





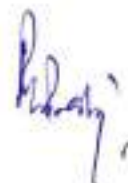
undertake new programmes to address poverty, vulnerability, marginalisation and social exclusion.

- (xiii) To undertake, facilitate, and promote activities, programmes relating to the preservation of the environment, bio diversity, culture, heritage including watersheds, forests, wildlife, flora and fauna, birds, marine life, natural and genetic resources including rivers, lakes, water-bodies, ecology, natural habitats, reefs, underground resources, climate issues, issues affecting outer space, waste management, disposal or reduction in use of non biodegradable items etc.
- (xiv) To undertake, facilitate, and promote activities, programmes relating to protecting, enhancing the value and sanctity of the earth, the universe, the environment, carbon footprint, climate change and adaptation, increasing the quality of life and enhancing the environment for the betterment of humanity
- (xv) To undertake, provide, manage, set-up, implement and take all or any steps and actions for the purpose of promoting and providing education through all forms or activities including the setting up, managing, taking over, acquiring and / or administering institutions or organizations in this regard.
- (xvi) To do all such things as may be deemed necessary or expedient for providing formal, non-formal, vocational, technical education, increase of literacy, awareness, knowledge, skills and behaviour.
- (xvii) To establish, acquire, maintain, manage, run, develop, takeover, close down schools, colleges, academic institution(s) including vocational, technical, non-technical and skills development institutions, higher educational institutions, professional institutions, institutions for special education etc. and with regard to training, research, upgrading of knowledge, skills enhancement or such other studies as maybe appropriate or that which needs to be addressed or

provided including under any 'skills mission' or having a skills training / development objective.

- (xviii) To provide facilities and avenues for imparting of vocational, technical, practical and on the job training and development of skills, abilities, trades of students, trainees, staff and all other persons.
- (xix) To undertake, provide, manage, set-up, implement and take all or any steps and actions for the purpose of promoting and providing public health assistance and medical relief through all forms or activities including the setting up of surveillance system, managing, taking over, acquiring and administering institutions, hospitals, dispensaries, health centres and / or organizations / centres related thereto and to facilitate the same and providing facilities therein for treatment and care including psychosocial care, building skills, knowledge, awareness, and advocacy.
- (xx) To provide facilities, assistance and avenues with respect to medical relief, rehabilitation, recuperation and care.
- (xxi) To specifically provide care and rehabilitation for persons affected by diseases relating to viruses, bacteria, genetic problems, leprosy, tuberculosis, cancer, plague, HIV AIDS, meningitis, insect bites, snake bites, heart, liver, stomach, intestinal and lung diseases, rheumatism, Ebola, swine flu, other forms of epidemics, terminal diseases and addressing / providing for the needs and concerns of the families and relatives of such persons.
- (xxii) To provide or facilitate de-addiction, treatment and care of persons affected by drugs, alcohol, tobacco products and to facilitate all forms of de-addiction and rehabilitation of such persons and their families.

- (xxiii) To undertake, facilitate community health, hygiene, action against communicable diseases, vaccination programmes, create awareness and undertake advocacy in this regard with regard to the same and provide facilities including treatment in whatever manner as maybe deemed fit.
- (xxiv) To undertake, facilitate, and promote activities, programmes relating to preservation of monuments or places or objects of artistic or historic interests and also the cultural heritage including dance and drama including by providing skills training and education related thereto.
- (xxv) To showcase and disseminate best practices, success stories and replicable models of activities or programmes relating to any / all of the objects of the Trust and to provide forums for sharing, learning, and information exchange and leverage the expertise and knowledge base of institutions or networks linked / sharing the ideals of the Trust.
- (xxvi) To establish or manage centres of excellence, research, innovation, for development of new technologies, concepts, approaches, methodologies, providing hand-holding and mentoring so as to contribute towards humanity, a better world or environment etc. in areas within the objects of the Trust.
- (xxvii) To make available information or knowledge through materials, magazines, newsletters, audio, video-albums, radio broadcast, television programmes, films, documentaries, studies, trainings, research and advice in the areas or activities relating to education, medical and relief to the poor.
- (xxviii) To conduct, organize, collaborate for having classes, lectures, meetings, workshops, seminars, conferences, research, fairs, talks, presentations, interactive sessions, programmes including internet / computer based programmes with regard to any of the objectives of the trust.





- (xxix) To undertake such other charitable purposes / activities as maybe required from time to time but without charging any fee, cess or other consideration as envisaged as a 'charitable purpose' under the Income tax Act or any Rules or Code, as amended from time to time or as applicable from time to time and at such locations permitted by the Government.
- (xxx) To provide all types of facilities to support the objectives of the Trust and to persons using its institutions or associated with it including hostels, boarding houses, residences, orphanages, old age homes, canteens, boarding facilities, tailoring and uniform facilities, medical care, libraries, games, sports and recreational facilities etc.
- (xxxi) To give scholarships, freeships, financial assistance, subsidies / grants, award diplomas, certificates and awards keeping in view the objects of the Trust.
- (xxxii) To undertake impact assessment, evaluation and monitoring of programmes, activities relating to the objects of the Trust..
- (xxxiii) To promote and encourage innovations in humanitarian and developmental activities and also promote proven Indian / indigenous skills, knowhow and practices.
- (xxxiv) To collaborate or work with or in association with or support (financially or otherwise) other organizations, institutions, consortiums, associations, persons, groups, governments for the promotion of the objectives of the Trust..
- (xxxv) To raise, seek, mobilize, accept, take, collect, apply for, receive, any funds, grants, donations (including corpus donations or designated funds), fees, subscriptions, contributions, assistance, resources, scholarships, subsidies, gifts, legacies or bequests, rights, assets in any form whatsoever (including



moveable and / or immoveable properties) and to administer, manage, utilise, lease, license, transfer, alienate, provide grant(s), or donate the same.

- (xxxvi) To hold in trust or as advance funds in hand or any funds or properties and to administer the same.
- (xxxvii) To make, give, provide support, grants, donations of funds, moveable or immoveable properties, including as corpus donations or towards designated funds and advance funds to other organizations, institutions, associations, individuals etc. for achieving / facilitating / having a greater outreach so as to attain or facilitate the objects of the Trust.
- (xxxviii) To grant charitable aid and / or to provide for the welfare of persons employed by or connected with the Trust, and dependents of such persons by establishing and contributing to Provident and other benefit funds, giving pensions, benefices, granting allowances, loans and other forms of assistance to such persons, in such cases as the Trustees may deem fit and such assistance, facilities, support, payments shall not directly or indirectly be deemed to be distribution of any dividends, bonus, profit in any manner whatsoever.
- (xxxix) To facilitate working or realizing the objectives of the Trust, to purchase, accept, acquire, access, build, renovate, re-build, erect, rent moveable and / or immoveable properties, including facilities and infrastructure, related thereto including institutions, centres, hostels and boarding facilities and to maintain, manage, administer, lease, rent, license, dispose, sell, surrender, donate, gift, transfer the same.
- (xl) To establish, maintain contact, work with government(s), quasi government institutions, local bodies / authorities, corporate bodies, other trusts, societies, organizations, fellowships, networks, associations, groups, body of individuals

having objects similar to those of this Trust including through collaboration(s), consortium(s), joint venture(s), and if the need arises to even take over such trusts, institutions, organizations, fellowships etc. and carry out the affairs of such bodies under the banner of this Trust and/or if needed under joint names and new names.

- (xli) To take / give on rent, lease, license, purchase or construct building(s), property (ies), land(s) and to further construct and alter, demolish, maintain, sell, dispose off, alienate or otherwise deal with any property moveable and / or immovable for the purposes or objectives of the Trust.
- (xlii) To manage Trust funds in all / any respects, and raise funds in any manner whatsoever, including through loan(s) and to mortgage / pledge / hypothecate properties / assets of the Trust for the purpose, collect and recover money, funds, assets, interest, dividends, income and profits thereof and to pay there from expenses and other outgoings, liabilities, costs and past losses and deficits, if any and also to provide for future liabilities, growth and expansion.
- (xliii) To apply, pay or utilize the balance of such income, interests, dividends, and profits / surplus of the Trust and the corpus of the Trust or any part thereof for all or any one or more of the objects of the Trust.
- (xliv) The Trust will invest its money and funds in compliance with the provisions of the Income tax and Foreign Contribution (Regulation) Act or Rules and such other rules and acts as applicable from time to time or direct tax code or any re-enactment related to such Act or Rules and applicable from time to time.
- (xlv) To stop, conclude, close down, transfer any activities, programmes, associations, institutions of the Trust as maybe deemed fit from time to time.



- (xlvi) To undertake any or all of the aforesaid activities severally / jointly or with the help / association with individuals, institutions, organizations, the government / its agencies and if need be enter into collaborations, agreements, understandings etc. in this regard for achieving the objects of the Trust.
- (xlvii) To do all other such lawful acts, deeds and things as are essential or conducive to the attainment of the objectives, administration and management of the Trust.

All the incomes, earnings, movable or immovable properties of the Trust shall be solely utilised and applied towards the promotion of its aims and objects only as set forth, meeting or providing for the expenses, administration, management and liabilities of the Trust and no portion thereof shall be paid or transferred directly or indirectly by way of dividends, bonus, profit or in any manner whatsoever to the present, future or past Trustees or to any person claiming through any one or more of the present or past Trustees. No Trustee shall have any personal claim on movable or immovable properties of the Trust or make any profit whatsoever by virtue of being a member of the Trust.

#### **6. Trustees:**

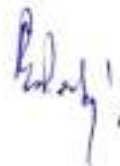
6.1 The Trust shall have a Board of Trustees, comprising of the Trustees. The Trustees of the Trust shall initially be the following:

- (i) Shri Nilamadhab Prusty s/o Late Dr. Joginath Prusty aged about 65 years, having his address as B – 4/210 Safdarjung Enclave, New Delhi 1100029.
- (ii) Shri Sudhanshu Shekhar Singh s/o Late (Prof) Basudeo Singh aged about 50 years, having his address as 113, Princess Park, Plot 33, Sector 6, Dwarka, New Delhi, 110075.
- (iii) Shri Pradip Bhatnagar s/o Shri Satish Mohanlal Bhatnagar aged about 59 years, having his address as P 201 Shipra Krishna Srishti, Vaibhav Khand, Indirapuram 201 014, Uttar Pradesh.

- (iv) Shri Nirmal John Singh s/o Late Shri John Arjun Singh aged about 54 years, having his address as 5/20, Sector II, Rajendra Nagar, Sahibabad, Ghaziabad 201005, Uttar Pradesh
- (v) Shri Manu Gupta s/o Shri Mahesh Chandra Gupta aged about 46 years, having his address as 332 Tower 1, Mount Kailash, East of Kailash, Delhi 110 065
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- (vii) Shri Rajesh Ranjan Singh s/o Late (Shri) Nathuni Prasad Singh, aged about 51 years, having his address as B-704, True Friends CGHS Ltd., Plot No. 29, Sector 6, Dwarka, New Delhi 110075.
- (viii) Dr (Mrs) Ranjana Mittal d/o Late (Shri) Tara Chand Vedalankar, aged about 50 years, having her address as B 136, Surajmal Vihar, Delhi – 110092.
- (ix) Dr. (Mrs.) Rochana Mitra, d/o Shri Asit Kumar Mitra, aged about 51 years, having address as 4A Santosh Roy Road, Kolkata 700008, West Bengal.

**6.2 Board of Trustees:** The trustee(s) shall collectively form the "Board of Trustees" or "Board". There shall be a minimum of two and a maximum of twelve trustees at a time. All positions need not be filled on the Board. The Board of Trustees can co-opt an individual(s) as Trustee(s) and such co-option shall require the favourable vote of three fourth or nearest thereto, the strength of the Board of Trustees existing at that time. If there are only two Trustees on the Board of Trustees at any point of time and there is a tie for the co-option of a Trustee, then the President / Chairperson of the meeting, shall have a casting vote to co-opt one more Trustee. Each co-option and each re-election of a Trustee shall be voted upon individually. A person to be Trustee must give a prior written consent to the Board.

**6.3 Office Bearers:** The Board of Trustees will elect Trustees as President, Vice President, Treasurer and Secretary of the Trust if required. One person can hold more than one position but not more than two positions at a time.



- 6.4 Tenure and Retirement:** Trustees shall retire by rotation and fifty percent of the Trustees shall retire each year at an meeting called the Annual Meeting of the Trust. If the number of trustees to retire is not a round figure then the next higher number shall retire. The tenure of office of each Trustee shall be for two year term. A Trustee may be re-elected for further terms not exceeding two years at a time. If a retiring Trustee is not re-elected then such trustee shall automatically cease to be a Trustee of the Trust from the date of the Annual Meeting of the Trust. Such Trustee position so vacated need not be filled up by the Board of Trustees and in that case it would be left vacant. The re-election of Trustee(s) at an Annual Meeting of the Trust will be through a simple majority vote and in the case of a tie, the Chairperson of the meeting shall have a casting vote.
- 6.5** Upon every such co-option or election of a new Trustee, the Trust fund shall be transferred so as to become vested in the new Trustee(s) jointly with the continuing Trustees. Such newly elected Trustee(s), shall have all the powers, authorities, limitations in accordance with all the other continuing Trustees.
- 6.6 Remuneration:** Trustees will be entitled to reasonable remuneration or salary for the services that they render to the Trust. Such remuneration should be reasonable e.g. similar to what another person with similar qualifications and experience would earn for similar work and it will not be or deemed to be payment of any dividends, bonus or profit to such trustee(s).
- 6.7 Reimbursements:** Trustees can be reimbursed for out of pocket expenses for attending meetings and / or while conducting and / or attending to the work / activities of the Trust.
- 6.8 Resignation:** A Trustee can resign from being a Trustee of the Trust by submitting his resignation to the Board of Trustees at the Principal Office of the Trust.



**6.9 Cessation as Trustee(s):** If any Trustee shall die or desire to retire, or refuse to act, or become incapable of acting, or take the benefit of the insolvency law for the time being, then in any such case, or for any other reason which the Board deems appropriate with or without cause, it shall be lawful for the other Trustees, acting by three fourth majority vote, (including the last surviving Trustee), to remove such a Trustee(s) at a meeting of the Board. If there are only two Trustees on the Board of Trustees at any point of time then a Trustee cannot be removed.

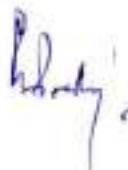
**6.10 Cessation and Absence from Trust Meetings:** A Trustee who is absent from two consecutive meetings in a year shall be deemed to have resigned his or her position as a Trustee unless extenuating circumstances exist or the other Trustees present at the meeting grant leave of absence.

**6.11 No Compensation on Ceasing to be Trustee:** A Trustee on ceasing to be a Trustee or being removed or retiring as a Trustee of the Trust will not be entitled or deem to be entitled or will have right or deem to have any right to any compensation in any manner whatsoever.

**6.12 Employee / Consultant / Advisor:** The remuneration of any employee or consultant or advisor of the Trust could be such amount as maybe deemed fit.

## **7. Officers of the Board of Trustees:**

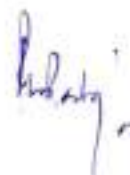
- (i) The Trustees can create the following positions or such other suitable positions from amongst the Trustees:
  - (a) President
  - (b) Vice President
  - (c) Treasurer, who is delegated the task of supervising the budget and financial responsibilities of the Board.
  - (d) Secretary, who will be the Chief Functionary.



- (ii) The tenure of the office bearers shall be two years and they will be eligible for re-election, subject to such person continuing to be a Trustee of the Trust. The first meeting of the Board shall be held within one month of registration of the Trust.
- (iii) The President shall be the head of the Trust and will preside over all meetings of the Board of Trustees, including the Annual Meeting of the Trust. The President shall have the right of a casting vote in the case of a tie at a meeting, which is being chaired by the President.
- (iv) The **Vice President** shall enjoy all the powers and duties of the President in his / her absence.
- (v) The **Secretary** shall carry on all communications in the name of the Trust concerning matters relating to the Trust.
- (vi) The **Treasurer** shall ensure proper maintenance of the accounts and present a report of the finances of the Trust once a year at a regular meeting of the Board of Trustees..

## 8. Chief Functionary / Executive Director

8.1 The Trustees, if deemed necessary, shall recruit and appoint a Chief Functionary / Executive Director who may be a trustee, volunteer or employed on a part-time or full-time basis and as designated by the Board and who shall have such authority and responsibility as delegated to him by the Board of Trustees. The Chief Functionary / Executive Director can be paid such remuneration for services as maybe deemed fit from time to time and be reimbursed expenses as also deemed fit.



**9. Patron(s) of the Trust:**

- (i) There may be one or two Patrons appointed by the Trustee(s). The Patron(s) shall hold office at the invitation of the Board for a term of upto two years or for such other periods as the Board decides. A Patron shall be appointed on the basis of his/her willingness and ability to actively promote the objectives of the Trust.
- (ii) Patrons shall be eligible to be re-appointed by the Board to the position of Patron for a further period of upto two years at a time, but not exceeding a total of six continuous years.
- (iii) Patrons shall be entitled on request to receive notice of all meetings of the Board.
- (iv) While Patrons may attend and speak at meetings, they have no voting rights.
- (v) Patrons may resign by written notice to the Board, and such notice shall take effect as soon as the written resignation is received by the trust at its registered office.

**10. Committees:**

- (i) The Board of Trustees may appoint such Committee(s) as the need arises, to act under the authority delegated by the Board of Trustees. Members of such Committee(s) may be appointed to from outside the Trustees of the Board.
- (ii) Any Committee appointed shall be subject to any general or special direction(s) given, or conditions attached by the Board and shall undertake duties and have authority and responsibility so delegated by the Board.
- (iii) The Board shall in all cases, have and retain the right to revoke or dissolve the appointment of any Committee and to revoke, amend or modify the delegation to any Committee of any duty or authority.



- (iv) Unless otherwise provided by the Board, every such Committee shall act only with a quorum of a majority of members of that committee.
- (v) Each Committee shall report to the Board and seek approval prior to the implementation of plans and actions, unless prior approval has already been granted.
- (vi) The tenure of a committee shall be determined by the Board of Trustees, from time to time, who can amend the tenure, powers, terms, of reference and any other aspects related thereto.

#### **11. Meetings of the Board of Trustees of the Trust:**

11.1 A minimum of two meetings of the Board of Trustees shall be held each Calendar year. The meetings can be held at such places or venues as maybe deemed fit.

11.2 One of these meetings shall be designated by the Board as the Annual General Meeting, for which at least seven days notice shall be given to all the Trustees (a shorter notice would be possible if a majority of the Trustees agree to it), to transact the following business:

- (i) Receipt of the President's Annual Report.
- (ii) Receipt and adoption of the Audited Accounts and Financial Reports of the Treasurer to the Board.
- (iii) Appointment of Auditor.
- (iv) Election of Trustee(s)
- (v) Other business as has been duly notified to Trustees as agenda items, with a minimum of 15 days notification to the Trustees.

11.3 **Quorum for Meetings of the Board:** The quorum of the Board for any meeting to proceed shall be one third the existing strength of the Board in such office.



**11.4 Notice & Convening of Meetings:** All meetings of the Board, including the Annual Meeting of the Trust shall be convened by the President (if there is no Secretary) and otherwise by the Secretary. Seven days notice shall normally be given for convening the Board meetings, however a shorter notice is permissible. If the Secretary fails to act then the notice convening the meeting can be issued under the signatures of the President. The notices will be sent to the Trustees at the address registered with the office of the Trust. This notice will specify the day, date, time and address of the meeting. The meetings can be held at such city, town or place as may be deemed fit.

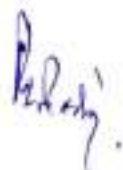
**11.5 Resolutions by Circulation:** Approval(s) of the trustees can be taken by circulation of resolution(s), where a Board meeting cannot be immediately held. Such approval by email or fax is also permissible.

**12. Voting at Meetings of the Board:**

12.1 Decisions at the meetings of the trust shall be by a vote unless they are unanimous.

12.2 At any duly constituted meeting of the Board where a decision is made by a vote of the Trustees and where a tie vote is recorded, the President of the Board, or in the absence of the President the Vice President or if both are not present then such Trustee chairing the meeting and acting in place thereof shall have an additional casting vote.

12.3 All meetings of the Board of Trustees will be chaired by the President. In his absence, the Vice-President shall be elected as Chairman of the meeting. If neither is present or willing to act, then the Trustees shall elect one amongst themselves to be the Chairman of the meeting.

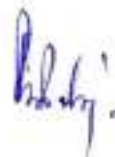


### **13. Attendance at Meetings of the Board of Trustees:**

- 13.1 A Trustee who is not able to attend a meeting shall notify the President or the Secretary and seek leave of absence from the meeting.
- 13.2 A Trustee who is absent from two consecutive meetings in a year shall be deemed to have resigned his or her position as a Trustee unless extenuating circumstances exist or the other Trustees present at the meeting grant leave of absence.

### **14. Powers and Duties of the Board of Trustees:**

- 14.1 The management and control of the Trust is vested in the Board of Trustees who shall be entitled to exercise all such powers and to do all such acts and things as deemed fit. If at any time there is no Board of Trustees, then the President shall be vested with all such powers. In particular and without prejudice to the general power, conferred by the provisions herein specified, the powers of the Board of Trustees shall include the following:
- (i) To apply for, receive and utilize any grants, monies, funds and assets in connection with any institution, work or activity or object undertaken or to be undertaken or conducted by the Trust;
  - (ii) To arrange finances if required from other institutions, banks, individuals at reasonable terms and conditions.
  - (iii) To invest or otherwise deal with any of the moneys of the Trust and in this connection, to purchase, sell, endorse and negotiate in every way, securities, bonds of every description for and on behalf of the Trust as maybe permitted under the applicable provisions of the Income Tax Act 1961 and amendments thereof.





- (iv) To open / close accounts of any description in Banks, Public Sector Enterprises, Post Offices or Agencies or Funds and to amend the operation authorities from time to time as maybe desired.
- (v) To borrow or acquire loans, overdraft facilities etc., from Government agencies, banks or financial institutions or other agencies or person(s) or by way of gifts from any sources. To pledge or mortgage any properties as collateral for the purpose of such borrowing, loan or overdraft facility.
- (vi) To negotiate and enter into any arrangement which may seem beneficial to any of the objects of the Trust with any Government, State, University, Municipality or any other Public or Private Body, Authority, Association or Individuals.
- (vii) To establish and maintain as Reserve Funds / such other fund (including Corpus Fund) and otherwise such amounts as the maybe deemed fit for the promotion of the activities or interest of the Trust including training of personnel for the purpose of the Trust;
- (viii) To determine the manner in which receipts, acceptances, endorsements, cheques, releases, contracts and documents shall be signed and executed on behalf of the Trust.
- (ix) To appoint, terminate and fix duties of staff;
- (x) To appoint, terminate and fix duties of volunteers;
- (xi) To appoint, remove, or delegate powers of the Board of Trustees to such Committee(s) and also to determine the tenure and disband any committee at any time.

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- (xii) To file any suits in any court of law or before any quasi judicial authority or seek arbitration in any matter and also to defend any suits in any court of law or before any quasi judicial authority or with regard to arbitration, which affects the interests of the Trust, the Trustees, consultants, advisors, chartered accountants, auditors, legal experts with respect to any matter arising or deem to arise from the work of the Trust or representing it and meet all expenses and liabilities relating thereto including any compensation, fines and penalties.
- (xiii) To appoint such persons to represent the Trust in any legal or other matters from time to time and this power can be delegated to the office bearers of the Trust with suitable directions.
- (xiv) To purchase, sell, gift, donate, deal with all or any of the immoveable and/or moveable properties of the trust as maybe deemed fit from time to time.
- (xv) To do all such other things as may be deemed by the Board of Trustees to be incidental or conducive to the attainment of all or any of the objects or interests of the Trust and also with regard to the management and administration of the Trust and it properties, moveable or immoveable.

#### **15. Bank Operation Authorities:**

15.1 Unless otherwise specified, the bank accounts, post office accounts, fixed deposit account, demat accounts, mutual fund accounts shall be operated by any two of the President, Vice President, Secretary and Treasurer of the Board of Trustees of the Trust.

15.2 To facilitate smooth functioning of the Trust, the Board of Trustees can delegate the bank operation authorities to such other persons, provided at any time all accounts are operated jointly by two or more such persons. In case any of such



person(s) ceases to be associated with the Trust, then the aforesaid Office bearers of the Trust shall always have a right to automatically operate the said accounts and all authorities shall abide by the directions so given by the said office bearers i.e. any two of the President, Vice President, Secretary and Treasurer of the Board of Trustees of the Trust.

**16. Network:**

- 16.1 The Board of Trustees can create, modify, amend, rescind or dissolve "Network(s)" of the Trust to facilitate achieving any object(s), activity(ies) or purpose(s) of the Trust or to broad base the participation of individuals, association(s), organization(s), bodies corporate or other like minded persons or a combination of them. The Chairperson of the Network(s) shall be a Trustee of the Trust, unless the Board of the Trust decides otherwise. A Network could be for a particular length of time to object(s) or purpose(s) or a combination thereof.
- 16.2 The Board of Trustees can have a membership or affiliation for / to the Network(s) of the Trust and specify any admission / annual / special membership / affiliation fees of the Network(s). Such members / affiliates will not be members / affiliates of the Trust but only of a particular Network(s). The members / affiliates shall have no right or claim or deem to have any claim or right to be on the Board of Trustees of the Trust in any manner whatsoever. Members / affiliates of Network(s) will be able to contribute towards the objects of the trust and take part in its activities and be part of discussions of the particular Network(s) to which he/she/they are admitted. The terms of the membership / affiliation shall be determined by the Board of Trustees of the Trust, which can be varied from time to time.
- 16.3 The Board of Trustees shall decide on the admission / rejection of any application / request for membership / affiliation. The decision so taken shall be final in all respects and will not be subject to any decision of any court or other judicial / quasi judicial proceeding. There is no liability to give any reason for accepting or





rejecting any application / request for membership / affiliation or in keeping it pending.

- 16.4 The Board of Trustee(s) shall prescribe all the rules, regulations, terms and conditions for the Network(s), which can be varied from time to time. These rules, regulations, terms and conditions for the Network(s) shall be final in all respects and will not be subject to any decision of any court or other judicial / quasi judicial proceeding.

**17. Records, Books of Accounts and Audit:**

- 17.1 All records, minute books, title deeds, securities, account books, vouchers, papers and documents relating to the Trust, shall remain in the custody of such person or persons at the administrative office of the Trust or at such other place or places that the Board may determine from time to time.
- 17.2 The account books shall be open for inspection by trustees during normal business hours on prior written notice being given to the President.
- 17.3 The accounts shall be audited each year by a Chartered Accountant, appointed at the Annual Meeting of the Trust and the provisions applicable to Charitable Institutions as specified under the Income Tax Act 1961 or any amendment thereof shall be complied with.

**18. Payment and Reimbursement of Expenses :**

- 18.1 The trustee(s) shall be entitled for wages, salary, honorarium and reimbursements for in connection with their services provided to the Trust and this is to be paid and discharged out of the Trust funds. They shall be also entitled to reimbursement of expenses for attending to any work of the Trust or attending any meetings of the Trust including of the Network(s).



**19. Liabilities of Trustees / Members of the Board / Committees / Members / Advisors / Consultants:**

19.1 A Trustee shall be liable only for such money, funds, deposits, securities and other assets of the trust, which the Trustee actually has custody of and shall be answerable only for his or her own acts pertaining to criminal acts; dishonesty, or wilful act that constitutes a breach of Trust. In other cases there shall be no personal liability and accordingly the liability of any trustee or member of any committee or member is limited to Rupees one hundred only. All / any liability vests with the Trust exclusively.

19.2 The trust shall be capable of suing or being sued in its own name before any court or arbitration proceeding or such other proceeding or matter. It can file any suit(s), claim(s) or thing(s) and defend any suit(s), claim(s) or thing(s) in its own name.

19.3 The trust can protect the interest of the trustees, members of committees, members, advisors, consultants, chartered accountants who maybe sued by virtue of the office / position held in / with the Trust or activities of the Trust and meet the liability(ies) that may arise in this regard.

19.4 The payment of any liability(ies) arising from proceeding shall not deemed to be the payment, whether directly or indirectly by way of dividends, bonus or profit or in any manner whatsoever

**20. Rules and Regulations:**

20.1 The Board of Trustees is entitled to make, amend, rescind from time to time Rules and Regulations for the Management / Administration of the Trust and all matters concerning the Trust and Trust assets, including the conduct of meetings of the



Trustees, provided such Rules and Regulations shall be consistent with the provision of this Trust Deed and Constitution, the objectives of the Trust and of being a charitable irrevocable trust.

**21. Amendment or Modification of Trust Deed:**

21.1 Supplementary Trust Deed(s) can be executed in the future for the purpose of complying with any changes that may arise in the law(s), directions from any government authority(ies) such as under the Income Tax Act, rectification of any error(s), adding to charitable objects without detriment to original objects, provide for better administration and management of trust properties, subject however to ensure that the compliance at all times of this Trust being an irrevocable trust. The President is empowered to accept and make such modification(s) in the trust deed as maybe required by the Income Tax authorities or other government authorities, including for seeking registration as a charitable institution or any other approvals being sought under any law. In the absence of a President the other trustees are empowered to accept and do the same. Such amendment(s) do not require any sanction or approval of any Court of law.

**22. Appointment of staff, Advisors, and Legal Committees:**

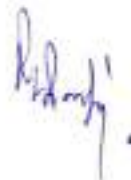
22.1 The President / Board of Trustees shall be entitled at their discretion to employ solicitors, attorneys, chartered accountants and legal advisors and other persons, and appoint sub committees at any place or places for carrying out the objectives / in the interests of Trust and to pay out of the Trust funds any reasonable resulting remuneration, fees, charges, including travel and other expenses, to any such person(s), firms, bodies corporate so appointed to do any act(s). If any Trustee is engaged in any profession or business or is a member of any Firm or Agency employed by the Board, that Trustee shall declare his or her interest in the same and take no part in decisions that may affect the contract / arrangement as he / she



maybe concerned. However if any work is awarded or given to the same, then suitable remuneration and reimbursements can be paid.

**23. Merger, Dissolution and Disposal of Funds:**

- (i) The trust is an irrevocable trust and the trustees shall have no power to revoke the trust. However the trust can be merged with another charitable trust / Trust / Society or body corporate having any similar charitable objectives.
- (ii) Another charitable institution can also merge with the Trust provided there are similar objects.
- (iii) No resolutions for merging / dissolution of the Trust shall take effect unless consented to by at least three-quarters of the Trustees then in office. Such a resolution has to be passed at a meeting of the Board of Trustees in which the notice summoning such meeting includes the intention to move such a resolution and an instrument of merging is duly executed by at least three quarters of such Trustees. With the merger / dissolution this trust shall stand dissolved. In the case of dissolution all assets remaining after settlement of debts shall be given to another charitable institution having objects which are similar to that of this Trust.
- (iv) Should the Trust be merged / dissolved then any money and other property remaining after the due settlement of the Trust's affairs, and the payment of all valid debts and claims of the Trust, shall belong to the merged body. No present or past trustee shall have any claim on the moveable or immoveable properties of the Trust or make any profit whatsoever by virtue of his / her being or having been a trustee.




**24. Irrevocable Trust:**


24.1 This Trust is an irrevocable trust. There is at present and also for the future no provision for the re-transfer directly or indirectly of the whole or any part of the income or assets to the transferor, settlor, trustees. There is at present and also for the future no provision for the transferor, settlor, trustees to re-assume power directly or indirectly over the whole or any part of the income or assets of the Trust.


24.2 The trust hereby established is irrevocable.

In witness whereof the Settlor cum Trustee hereto has hereunto seen and subscribed his hand on the day, month and year first mentioned hereinabove.

  
Nilamadhab Prusty  
(Settlor)

Witness:

-   
1. ABHISHEK K.A. JHA  
S/o Sh. H. B. JHA  
H/o. WZ-587, PALAM VILL.  
NEW DELHI  
7652791092

-   
2. GAURAV KHARKANDA  
S/o Sh. S.C. KHARKANDA  
H/o - R-293-A, VISHWANTH PARK,  
PANKAJA ROAD, N. DELHI -  
330336454840