

Signature & Date

Dipendra Manocha, Rummi K Seth, Renu Sachdev  
SUNIL A PUNIA TRUST DEED No. S-453086

THIS DEED OF TRUST is executed on this 14<sup>th</sup> day of February, 2003 at New Delhi.

BY and BETWEEN

Mrs. **RENU SACHDEV**, aged about 48 Years, w/o Mr. Sunil Sachdev, presently residing at 65 Sunder Nagar, 1<sup>st</sup> Floor, Delhi-110 003 (hereinafter referred to as the "**SETTLOR**") of the **ONE PART**;

AND

Ms. **RUMMI K. SETH**, aged about 39 years, d/o Mr. Nand Kishore Seth, presently residing at Flat 9, Dakshineshwar, 10 Hailey Road, New Delhi-110 001 **AND** Mr. **DIPENDRA MANOCHA**, aged about 40 years, s/o Mr. S. S. Manocha, presently residing at 486 New Rajinder Nagar, New Delhi-110 060, (hereinafter referred to collectively as the "**TRUSTEES**", which expression unless repugnant to the context or meaning thereof shall be deemed to include themselves, the Trustees or Trustee for the time being of the Trust mentioned herein, and their assigns) of the **SECOND PART**.

**WHEREAS:**

- A. The Settler with a view to advance charitable objects as hereinafter stated has set apart a sum of Rs. 1,100/- (Rupees One Thousand One Hundred Only) and is desirous to settle the said sum upon the uses and Trust hereinafter mentioned.

Rummi K. Seth  
Renu Sachdev

Manocha

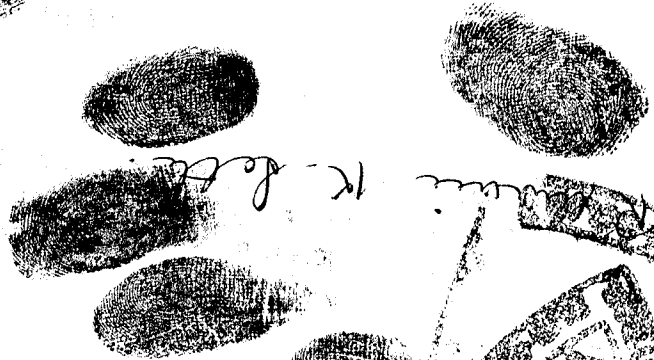
Enclosure no: 4.

attuned

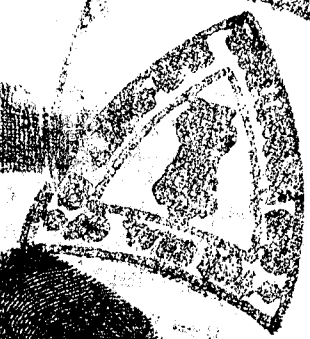
SL



Thurman



10-10-10



Kaur Sachdev



Kaur Sachdev

10/10/10  
10/10/10  
10/10/10  
10/10/10  
10/10/10

KULWANT KAUR  
L. No. 210  
Parliament Street N. Delhi

Purpose.....  
R/O.....

B. Prior to the execution of these Presents, the Settler has transferred the aforesaid amount to the Trustees to hold the said amount along with all other amounts and property, whether movable or immovable, including the investments by way of shares, fixed deposits, government securities, bonds or debentures or in any other form that the Trustees may receive or hold by way of acquisition(s), donation(s), gift(s) or otherwise howsoever received (hereinafter referred to as the **"TRUST PROPERTY"**) upon the Trust and for the objects hereinafter mentioned.

**NOW THIS DEED WITNESSETH** that in consideration of the premises and to effectuate the said desire of the Settler, the Settler has delivered and handed over to **Ms. Rummi K. Seth** and **Mr. Dipendra Manocha** as Trustees absolutely and forever and duly endorsed in their names the sum of Rs. 1,100/- (Rupees One Thousand One Hundred Only) and the Trustees hereby declare that they have accepted and received the said amount of Rs. 1,100/- (Rupees One Thousand One Hundred Only) before the execution of these Presents upon the Trusts and shall hold the said amount and the Trust Property for carrying out the objects and subjects to the powers, provisions, terms and conditions hereinafter mentioned.

1. This Trust hereby created will be known by the name of **"SAKSHAM"** (hereinafter referred to as the **"TRUST"**).
2. The area of operation of the Trust will be the territory of India and shall include other countries as decided by the Trustees from time to time.
3. The registered office of the Trust will be situated at Flat No. 9, Dakshineswar Building, 10 Hailey Road, New Delhi-110 001, or such other place or places as the Trustees herein may decide from time to time. The Trustees may open branches or local offices at different places within the area of operation.
4. The Trust shall be a public charitable trust having no commercial or profit motives. The Trust shall be maintained and administrated with the principal object to work for the benefit of, provide all possible help (including but not limited to social, health-care, educational and monetary help) and/or create general awareness about persons with mental and/or physical disability (hereinafter referred to as **"DISABLED PERSONS"**) and other underprivileged members of the society including orphans, senior citizens, indigent persons (hereinafter along with Disabled Persons referred to collectively as the **"BENEFICIARIES"**).

The benefits of the Trust shall inure and will be available to all Beneficiaries without any restriction of cast, creed, religion, sect and gender. The Trust Property including its funds and income shall be applied solely towards promotion of the objects for which this Trust is established.

Without in any way limiting the generality of the foregoing, the main objects of the Trust are:

Rummi K. Seth.  
Renu Sachdev

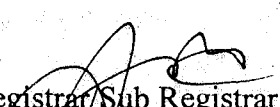
Page 2 of 15

Dipendra Manocha

<u>Deed Related Detail</u>			
Deed Name TRUST			
<u>Land Detail</u>			
Tehsil/Sub Tehsil	Sub Registrar V	Area of Building	0 वर्ग फुट
Village/City	Other Than South District	Building Type	
Place (Segment)	Other Than South District		
Soil Type	Residential		
Area of Soil	2,000.00 वर्ग फुट		
<u>Money Related Detail</u>			
Value	0.00 Rupees	Value of Stamp Duty	100.00 Rupees
Value of Registration Fee	3.00 Rupees	Pasting Fee	1.00 Rupees

Presented by Sh/Smt. Renu Sachdev S/o, W/o Sunil 65 Sunder Ngr N.D.  
Sachdev R/o in the office of the Registrar/ Sub Registrar, Delhi this 27/03/2003 day Thursday  
between the hours of

Signature of Presenter

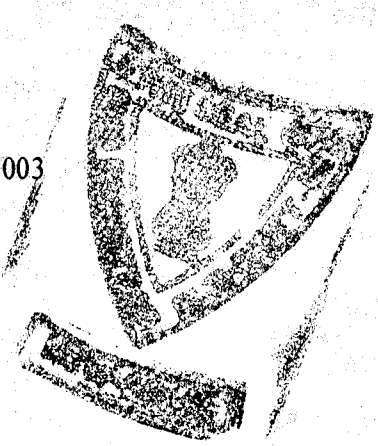
  
Registrar/Sub Registrar  
Sub Registrar V  
Delhi/New Delhi

Execution admitted by the said Shri/Smt Renu Sachdev  
and Shri/Smt./Km. Rummi K. Seth

Who is/are identified by Shri/Smt./Km. Nikhil Khurana S/o W/o D/o B.R.Khurana R/o A-13 Sarvodaya Enclave  
N.D. and Shri/Smt./Km Asfaq S/o W/o D/o Mohd Khan R/o 165 wania Wara ballabgarh HR  
(Marginal Witness). Witness No. II is known to me. Contents of the document.

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

Date 27/03/2003

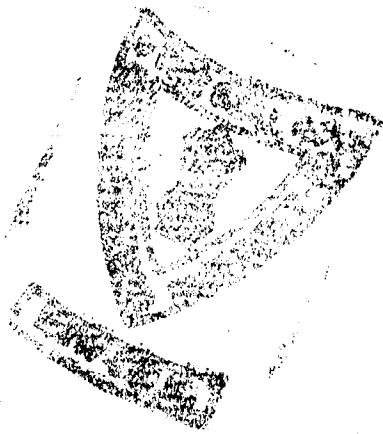


  
Registrar/Sub Registrar  
Sub Registrar V  
Delhi/New Delhi

- 4.1 Upon trust, in the first instance to accept donations, contributions or support on such terms and conditions as the Board of Trustees may deem fit and proper provided that the terms on which such contributions, donation or support are given shall not in any way be inconsistent with or repugnant to the objects and autonomy of the Trust. Such contributions, donations or support shall be deemed to be part and parcel of Trust Fund. The Trust may further collect rents, interests, dividends and other income of the Trust Fund and from all these pay all costs, charges and expenses necessary and incidental to the management, administration and execution of the Trust, its activities and powers contained therein;
- 4.2 Subject to the provisions of sub clause contained herein, the Trustees shall hold Trust Fund upon trust so that the income and also the corpus, or any part thereof, shall be used for all or any of the following objects and purposes for which the Trust has come into existence;
- 4.3 Promote, encourage and support all activities that will contribute towards establishment, development and setting up of institutes/ organisations/ bodies for promotion of the activities which will help the Beneficiaries where such activities will include:
- 4.3.1 Propagation of the rights of the Beneficiaries, and their dependents. The rights pertaining to the Beneficiaries would include, besides others, the right to information about financial and other benefits help from the Government, spreading awareness of the rights of the disabled, etc.;
- 4.3.2 Rehabilitation of the Beneficiaries through intervention and help of the government, semi-government, public and the private sector;
- 4.3.3 Representing and agitating the cause and suffering of the Beneficiaries before Government agencies, Constitutional Forums, and society at large about alleviating the conditions of such persons;
- 4.3.4 Arranging for the artificial limbs, aids, and/ or appliances for re-habilitation of the Beneficiaries;
- 4.3.5 Providing facilities for educational, vocational, and professional qualifications for the Beneficiaries;
- 4.3.6 Research & development and manufacture of artificial limbs, aids, and/ or appliances for the Beneficiaries.
- 4.3.7 Development and dissemination of appropriate technology and tools for persons with disability.

Ramini K. Sethi  
Renu Sachdev

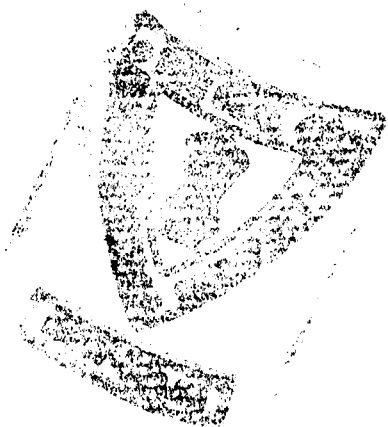
Manu



- 4.4 Organize conferences and seminars on the objectives issued by the Trust.
- 4.5 Build and establish or maintain or support home(s), boarding & lodging and other such facilities for accommodating the Beneficiaries of the Trust and its guests, including shops and restaurants etc.
- 4.6 Construct, purchase, sell, lease or acquire in any other manner and maintain buildings, properties and structures for its offices and activities, and to set up libraries, art galleries, auditoriums, conference halls etc. in furtherance of the objects of the Trust.
- 4.7 Accept donations, contributions, enlist support from individuals, institutions and international, multinational and bilateral agencies, NGO's etc.
- 4.8 To invest and/ or reinvest the Trust Property in such activities, ventures and to such extent as the Trustees may decide from time to time.
- 4.9 To do all other acts and things as are necessary to further the objects of the Trust.
- 4.10 To render such services or perform such acts for benefit of the Beneficiaries, as the Trustees may decide it to be appropriate.
- 4.11 To render assistance to Beneficiaries, preferably on a case-by-case basis and in accordance with availability of funds, which will in the opinion of the Trustees, promote the welfare of the deprived members of the community.
- 4.12 To do all such things and any other objects of general public utility as the Trustees find it necessary for the due fulfillment of the object of this Trust.
- 4.13 To render assistance to Beneficiaries, both directly and through institutions engaged in helping their rehabilitation through appropriate therapy, education, vocational training programmes and promotion of products/ items made by Beneficiaries through outlets, fairs, exhibitions or expos.
- 4.14 To render assistance to orphaned, indigent and other less privileged persons for their subsistence, shelter, education and medical care and to establish social welfare institutions engaged in promoting these specific objectives.
- 4.15 To render assistance, both directly and through established social welfare organizations, for appropriate literacy, educational or vocational training programmes that will help rehabilitate the

Ramuni K. Sethi.  
Renu Sachdev

D. M. S. S. S.





Beneficiaries in distress, without any means of support and promote their vocational skills and self-reliance.

- 4.16 To promote, encourage and support all activities that will contribute towards establishment, development and setting up establishments for promoting activities which would impart skills and expertise for self-employment to Beneficiaries by means of activities including but not limited to:
- Training Beneficiaries in the disciplines which would make them self-reliant and financially independent.
  - Producing high quality products, handloom and/ or handicrafts and make it available for sale to the public.
  - Establishing a design studio, which will develop new designs, which will be used for the purpose of tailoring, woodcarving and metal works etc.
- 4.17 To carry out access audits at various places including tourist spots in the area of operation of the Trust and try to ascertain whether the said places are easily accessible to Disabled Persons.
- 4.18 To promote barrier free environment for Disabled Persons, including but not limited to creating general awareness about and working to the cause of promoting barrier free tourism for Disabled Persons.
- 4.19 To publish book(s) and/ or organize conferences and seminars in relation to the other objects pursued by the Trust.
- 4.20 To create media products, both printed and audio-visual, that will encourage the mass dissemination of the ideas that the Trust supports.
- 4.21 To grant fellowships, scholarships and other awards or support in any other manner and on terms and conditions deemed appropriate by the Trustees to individuals, institutions or agencies striving to fulfill any or all of the objects of the Trust.
- 4.22 To render assistance to aged and indigent men and women for treatment and medical care that they cannot otherwise afford.
- 4.23 To bring about publications that will help promote charity and social service, the income generated if any, from which shall accrue to and form part of the Trust Property to be utilized for all or any of the objects of the Trust.
- 4.24 To help and assist other charitable causes of a similar nature as aforesaid as the Trustees may from time to time choose.
- 4.25 For furtherance of the object of the Trust if any activity is taken which will require money to be collected in form of sales and/ or

Ramnik Setti.  
A. S. S. S. S.

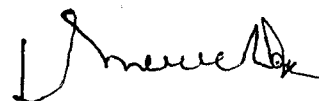
Unauthenticated



service charges for boarding and lodging, distribution of books, literature, etc. then the prices and charges will be such that as far as possible it will not yield any profit.

- 4.26 To undertake programmes for advancing the economic, social and cultural interests of the society as large and in particular the Beneficiaries.
- 4.27 To pay all costs, charges and expenses incidental to the management, administration and execution of the objectives and powers herein contained.
- 4.28 To invest, dispose or transfer and otherwise deal with monies, assets and properties, of the Trust in such manner as the law permits and proper to do in carrying out the objects of the Trust.
- 4.29 To pay all expenses preliminary or incidental to the formation of the Trust and its registration and for management and administration for the same
- 4.30 To provide services and support for prevention and early detection of different form of disabilities.
- 4.31 To build and establish or maintain or support medical relief services for the Beneficiaries, which besides other would include:
  - 4.31.1 Treatment of all illnesses, preventing illness, establishing, running, maintaining, owning, or assisting clinics, chemists shops, medical stores, hospitals, dispensaries, detection centres, x-ray laboratories, pathological laboratories and other medical institutions, medical college or other Para-medical training for various categories of assistants required for medical treatment;
  - 4.31.2 To give grants, subsidies or other assistance through medical camps for medical treatment and arrange for financing of such programmes of any other help that would be necessary in the circumstances of each case.
- 5. If any of the objects is/ are found to be inconsistent with the object of the public charitable institution exempted under section 10(23C) or section 11 of the Income Tax Act, 1961, or any other section the said Act or provision of any other law applicable to public trust, as is now in force or may be amended from time to time in future, or any new enactment relating to the public trusts, such inconsistent objects will be treated as modified to be in accordance with such law.
- 6. The expression "Net Income" shall mean the gross income less all expenses that Trustees may incur for the realization, management, administration and protection of the Trust Property including all expenses incurred for or in exercise of powers of the Trustees herein provided.

Ramni K. Setti



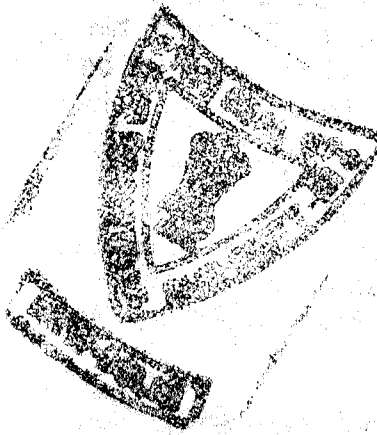


If the income of the Trust or any part thereof is not at any time required or utilized for the purposes stated in Clause 4, it shall form part of the corpus of the Trust Property and shall be utilized for carrying out the objects of the Trust. Any surplus unapplied portion of income may be invested in the modes specified in section 13(1)(d) read with section 11(5) of the Income Tax Act, 1961 as amended from time to time.

7. Neither the corpus, nor Net Income of the Trust shall be given for or to any communal or sectarian object or association or on such basis and the Trust Property shall be utilized for the aforesaid purposes irrespective of any consideration of caste, creed, community or religion.
8. **Ms. Rummi K. Seth** and **Mr. Dipendra Manocha** are the **FIRST TRUSTEES/ MANAGING TRUSTEES** of the Trust and shall continue to be the Trustees during the term of their natural life, unless they voluntarily resign or otherwise ceases to be the Trustees.
9. All the Trustees i.e. First Trustees/Managing Trustees, and the Additional Trustees, shall be collectively referred to as the **BOARD OF TRUSTEES**.
10. IT IS HEREBY AGREED AND DECLARED that:
  - (a) The number of the Trustees on the Board of Trustees shall not be less than two and more than seven.
  - (b) The Board of Trustees shall have the power to appoint one or more **ADDITIONAL TRUSTEES** during their lifetime provided that the total strength of the Board of Trustees does not exceed seven.
  - (c) On appointment of any Additional Trustee and upon his acceptance of the appointment in writing, the Trust Property shall automatically vest in him along with the other Trustees for the time being and she/he shall be entitled to carry out all the duties and functions of the Trustee without any other deed or writing.
  - (d) That the Additional Trustees so appointed shall be a Trustee for a period of 2 (two) years and shall automatically retire upon completion of the term, unless such Trustee resigns or refuses to act as Trustee or ceases to be a Trustee. However, the Additional Trustee may be re-appointed for additional terms of two years each.
  - (e) Each of the First Trustees/Managing Trustees may nominate one person, who shall succeed them as the First Trustees/Managing Trustee, Such a nomination may be given by the First Trustee/Managing Trustee during their lifetime, and may be altered at their option. However, the nomination of such person(s) shall not come into effect during the natural life of the First Trustee/Managing Trustee, unless they resign from the Trust or ceases to be a Trustee by operation of Law, and the nominee of the First Trustee/

Rummi K. Seth

D Manocha

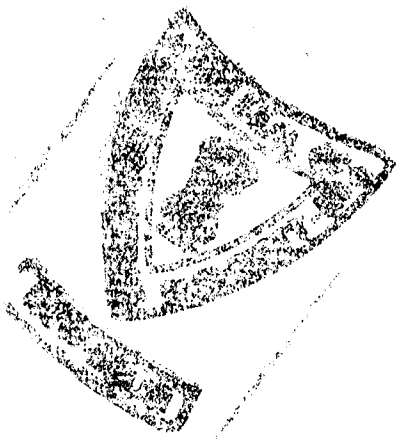


Managing Trustee intimates the Trust of their willingness to accept the responsibility. Upon being intimated about the intent of the nominee, the nominee so expressing his/ her consent to the Trust shall step into the shoes of the First Trustee/ Managing Trustee, and be conferred with all the powers of his/ her predecessor.

- (f) The Board of Trustees shall maintain a register, indicating names, address, date of appointment, date of retirement, occupation of all the Managing Trustees, First Trustees, Additional Trustees, and Patrons of the Trust.

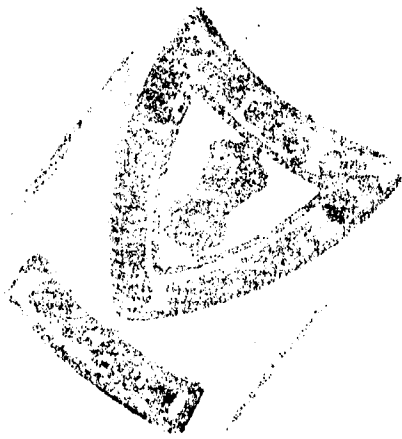
11. **BOARD OF TRUSTEES:**

- 11.1 The Board of Trustees shall have the powers to make policy decisions/ decisions pertaining to the functioning of the Trust. However, the Executive Committee, constituted under its Chairperson shall undertake the execution of such decisions taken by the Board of Trustees.
- 11.2 The President shall head the Board of Trustees.
- 11.3 The decisions of the Board of Trustees shall be taken by a majority vote, with the President having the over-riding and veto powers.
- 11.4 The Board of Trustees shall elect the President for a period of four (4) years from amongst one of the Managing Trustees.
- 11.5 Except for the mandatory annual meeting of the Board of Trustees, the Board of Trustees may hold additional meetings for transacting business of the Trust Property and the Trusts thereof. Such additional meetings may be held at any convenient place and time.
- 11.6 The Board of Trustees shall have the power, in general, to take policy decisions/ decisions pertaining to acquisition of all things and accomplishment of all acts necessary to carry out the objects of the trust. The Board of Trustees shall take policy decisions/ decisions pertaining to the following aspects of the Trust:-
  - (a) **Donations & Contributions:** The Board of Trustees shall have the power and discretion to accept, upon such terms and stipulations as they may deem fit, any donations or contributions, voluntary or otherwise and whether such donations or contributions are made in cash or kind or relate to movable or immovable property.
  - (b) **Investments:** The Board of Trustees have the power to invest and/ or reinvest Trust Property in such activities as may be considered necessary and appropriate in the best interests of the Trust.





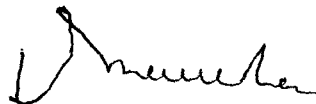
- (c) **Properties:** The Board of Trustees shall have the right to purchase, lease or to sell, transfer or deal in any other manner in property (movable and immovable) and to maintain such buildings and to deal with them in any manner as may be deemed appropriate from time to time.
- (d) **Limitations:** Trust Property or the Net Income shall not be invested with any private individuals or firm or company or association or persons or body or individuals.
- (e) **Improvements:** The Board of Trustees shall be competent to pull down, renovate, rebuild, alter, adapt, improve, add to, develop or repair any immovable property and to expend thereon such moneys out of Trust Property or the Net Income as they may think fit.
- (f) **Agreements & Covenants:** The Board of Trustees shall have full power to enter into agreements or covenants with the owners of or persons entitled to or interested in any other properties and to enter into agreements, covenants and sign such instruments, documents, papers etc. as may be necessary to deal with Trust Property.
- (g) **Questions of Doubt/ Difficulty:** It shall be lawful for the Board of Trustees to settle and determine all matters of interpretation of these presents as well as all matters of difficulty, doubt or dispute and all questions arising in the course of or incidental to the administration, management and execution of this Trust Deed and the settlement (although the questions involved may not be actually raised) shall be valid, binding and conclusive. They shall not be objected to or reopened under any circumstances.
- (h) **Amendments:** Subject to the provisions of Clause 11, if in the opinion of the Trustees circumstances so require the Board of Trustees may with a 2/3 majority, and the consent of the Chairperson, make any amendment to the objectives of Trust and/ or any terms of these Presents and give effect to such decisions by signing and executing necessary documents and take all steps necessary to give effect to their decisions.
- (i) **Borrowing:** The Board of Trustees may from time to time, at their discretion for the furtherance of the objects of Trust borrow money at such rates of interest and on terms and conditions as might best serve the interests of the Trust.
- (j) **Compromise/ Arbitration:** The Board of Trustees shall have the power to settle or compromise, out of court, all suits, actions and other proceedings and to settle all differences and refer any audits, actions or other

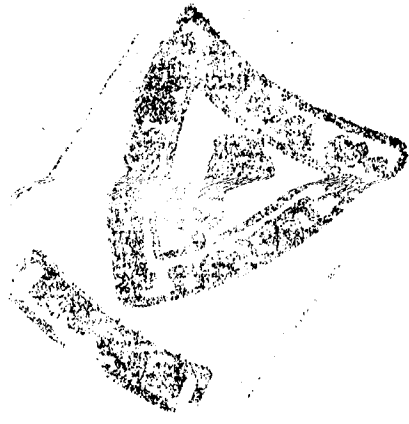


proceedings, differences or demands to arbitration and to execute releases and to do all things necessary, in their view, in the best long term interests of Trust as if they were absolutely entitled to Trust Property and without being answerable for any loss that might occur.

- (k) **Employ, Agents & Committee:** The Board of Trustees shall be competent to employ, appoint, or engage from amongst themselves or from the Executive Committee or from outside agencies, individuals, professionals (i.e. Lawyers, Accountants, Secretaries, Managers etc.), organisations or institutions to individually or in committees to execute the work of Trust according to the terms and conditions and/ or rules and regulations laid down by the Board of Trustees. The Board of Trustees shall also have the powers to appoint such advisors, advisory committees, patrons, or administrative committee(s) as may be required and on such terms and conditions as may be deemed appropriate for giving effect to the various activities of the Trust.
- (l) **Amalgamate Other Trusts etc:** The Board of Trustees shall be at liberty to allow and permit any other trust, institution or charity whose objects are in consonance with that of the Trust to amalgamate with in PROVIDED that no conditions are accepted which involve a change in the name of Trust or are inconsistent or repugnant to its aims and objective. The Board of Trustees may also associate or affiliate the Trust with the work of any other institution, organisation or agency in India or abroad whose objectives and aims are in consonance with its own.
- (m) **Rules & Regulations:** The Board of Trustees shall have the power to make such rules and regulations for administering the Trust as they may deem necessary and appropriate and will also have the power to amend, vary and change the same.
- (n) **Delegation:** The Board of Trustees shall have the power to appoint one or more of them to administer specific projects, initiatives or activities and to provide for any reasonable and fair remuneration to such Trustee(s) as may be appropriate and to delegate to them such responsibilities and functions as the Board of Trustees may consider appropriate.
- (o) **Employment of Services:** The Board of Trustees shall have the power to employ and/ or engage the services of such personnel or persons and pay them such salary, remuneration and allowances as may be appropriate and necessary for carrying out the activities of the Trust.

Rammi K. Sethi  
Renu Sachdev





- (p) **Executive Committee:** The Board of Trustees shall constitute an Executive Committee to carry out the work and initiatives of the Trust. The Board of Trustees shall be competent to delegate to it all of their powers and authority that they consider necessary and expedient for the efficient functioning of the Trust.
- (q) **Opening/ operating Bank Accounts:** The Board of Trustees shall have the power to open, maintain and operate account(s) with bank(s) as may be deemed necessary for the management, the administration and the functioning of the Trust.
- (r) **Dealing with legal & statutory bodies:** The Board of Trustees shall have the power to deal with, file papers and documents, hold meetings, and do all other necessary acts, deeds and things to efficiently and effectively administer the work of the Trust. This shall include dealing with Government Departments such as the Reserve Bank of India, the Income Tax Department etc.
- (s) **Costs and Expenses:** The Trustees have the power to pay costs, charges and other expenses, out of Trust Property incidental to the management/ administration and execution of these Presents and the working of the Trust.
- (t) And generally, to do any other acts or act not mentioned above that might be necessary in the discharge of their duties and execution of the powers vested in the Trustees.

## 12. EXECUTIVE COMMITTEE:

- 12.1 An Executive Committee under the overall supervision, control and authority of the Chairperson shall manage the day-to-day functioning of the Trust and execution of the policy decisions/ decisions taken by the Board of Trustees.
- 12.2 The Executive Committee shall comprise of the ex-officio Managing Trustees, employees of the Trust or volunteers who may approach the Trust for making their services available for the cause of the Beneficiaries. All persons so comprising of the Executive Committee shall be referred to as the MEMBER.
- 12.3 The Board of Trustees shall appoint any one of the Managing Trustees as the **CHAIRPERSON**, and another person from the Executive Committee as the **TREASURER** to the Trust. The Chairperson shall be appointed for a term of Four (4) years and the Treasurer shall have a term of Two (2) years.
- 12.4 The Chairperson of the Executive Committee may invite from amongst the volunteers, who in decision of the Managing Trustees



have the capability and the capacity to contribute for the cause of the Beneficiaries, to become a member of the Executive Committee. The term of such volunteers in the Executive Committee shall be for a period of Two (2) year, unless renewed by the Chairperson.

- 12.5 The work of the Executive Committee shall be conducted by a majority vote. However, the Chairperson shall have a right to veto the decisions of the Executive Committee.
- 12.6 Minutes shall be maintained for each meeting of the Executive Committee.
- 12.7 The Executive Committee shall derive its powers in and from the authority vested in it by the Trustees. Further the Executive Committee, besides others, have the powers of:
- (a) **Rule Making:** The Executive Committee shall be competent to frame, make and enforce all such rules, regulations and/or bye-laws not inconsistent with the express provisions of these Presents as the Executive Committee may deem proper for securing and facilitating the administration and management of the Trust and the Trust Property.
  - (b) **Rule Amendment:** The Executive Committee may also, from time to time, repeal, alter, amend, rescind or add to all such rules, regulations and bylaws and also to pass resolutions in connection with all or any other said matters at their meetings.
  - (c) **Bank Account:** Any 2 (two) persons from the Pool of Signatories comprising of the 2 (two) Managing Trustees and 1 (one) Member to be nominated by the Executive Committee will be eligible to establish and operate bank accounts for the benefit of the Trust. They will be empowered to deposit any part of Trust Property in any bank.
  - (d) **Functions:** The functions of the Executive Committee will include such powers, authority and responsibility as may be delegated to it by the Board of Trustees. This may include accepting donations, making investments, carrying out improvements and making other day to day decisions necessary for the efficient and effective working of Trust within the guide lines of these Presents.
13. The Chairperson of the Executive Committee may at its discretion or on the advice of the Board of Trustees invite individuals, institutions, agencies etc. who in their opinion have or are likely to contribute in a substantial way to the resources of the Trust, to act as **PATRONS** of the Trust. Resources are to primarily be construed as being material





contributions but this may in cases of other exceptional support be otherwise interpreted. The Trustees may at their discretion consult with the Patron on the affairs of the Trust.

14. The Board of Trustees may appoint Advisors/ Board of Advisors, on the terms and conditions specified by them. Such Advisors/ Board of Advisors shall submit their report/ findings to the Board of Trustees. However, it would be the discretion of the Board of Trustees to accept or reject such report/ findings submitted by the Advisors/ Board of Advisors.
15. The Board of Trustees may retain the Trust Property in the state in which the same may for the time being be existing or may at their absolute discretion sell and dispose of any of the securities or investments or other moveable or immovable property for the time being constituting the same and invest the sale proceeds thereof as also any other monies or securities or money that they may receive by way of contribution, subscription or donation which may not be immediately applicable on trusts in respect thereof or liable to be spent as a part of the income or interest of the Trust Property or any other monies that may for the time being be in their hands, in any one or more of securities and investments authorised by Section 20 of the Indian Trust Act No.11 of 1882 and/or the Income Tax Act, 1961 and may from time to time vary the said investment into or for others of the same or like nature.
16. The Board of Trustees shall ensure that all building or buildings forming part of this Trust, if any, shall be kept insured against fire and any other risk in a reputed and sound insurance company but the Trustees shall not be personally responsible for any loss arising in consequence of any accidental omission to insure any building against risk from fire or other risk. In the event of destruction or damage to any property of this Trust by fire or any other accident, the Board of Trustees may employ the whole of the insurance money or part thereof for re-building or reinstating the said property to its original condition.
17. The Executive Committee shall have full power to file suits, make applications or take out any proceedings in respect of the Trust Property for the preservation of or in the interest thereof or to defend or reply to or appear in any suit applications or proceedings filed made or taken against them or to compromise or refer to arbitration such suit, application or proceedings in any claim or account whatsoever or any matter in which the interest of the Trust Property and its funds may be concerned or wherein the Board of Trustees as such may be parties and the Trustees shall be reimbursed for all costs and expenses incurred by them in connection therewith.
18. The Executive Committee may deposit any deeds, securities or instruments held by them as Trustees with any bankers for safe custody and may pay out of the income of the Trust Property any sums payable for such custody.



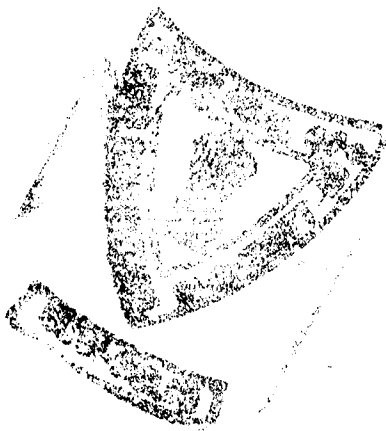
Ramni K. Settle  
Sec. Gen. Sec.



19. The Board of Trustees shall cause proper accounts to be kept of the Trust Property and all additions thereto and the income thereof respectively and the accumulation of such income and the application thereof from time to time. The account books maintained by the Trust shall be examined, audited and certified by one or more properly qualified auditor or auditors once in each year and the audited statements of account shall be approved by the board of trustees and signed by any such person(s) as authorized by the Board of Trustees.
20. The Executive Committee shall maintain proper and regular books of accounts of all receipts and payments. The fiscal year of Trust shall end each year on the 31st day of March at which time a balance sheet of Trust income and expenditure will be drawn up. The accounts of Trust shall be audited annually by a firm of recognized Chartered Accountants appointed by the Executive Committee.
21. The Board of Trustees, the Members of the Executive Committee and any other office bearers shall be chargeable only for such money's, stocks, funds, deposits and securities as they shall actually receive, notwithstanding their signing of any receipt for the sake of conformity and shall be answerable or accountable only for their own acts, receipts, neglects, defaults and not for those of each other or any of any banker, auctioneer or any other person with whom or into whose hands any of the Trust Property may be deposited, or income in accordance with these Presents, nor for the deterioration or loss of any stocks, funds, deposits or securities nor for any defect or insufficiency of title nor for any other losses unless the same shall happen through their own willful default.
22. Subject to approval of the Executive Committee, any of the members of the Board of Trustees, Executive Committee or any other office bearers who might be duly appointed from time to time would be entitled to be reimbursed, and also to pay and discharge out of Trust Property all expenses incurred by them or on their behalf in the execution of the Trusts and the powers of these Presents.

If at any time any of the Board of Trustee or member of the Executive Committee acts as a whole time office-bearer or renders any special service for the Trust, may at the discretion of the Board of Trustees pay such reasonable remuneration or allowance as they may think proper.

23. In all cases in which it is found necessary or desirable to amend, alter to or add to this Trust or any clause hereof, to seek advice or any other directions on any question of conduct or administration or management of this Trust, the Board of Trustees shall have the right under this Trust to take all necessary steps and/ or to apply to any statutory authority or a court of Law.
24. The Board of Trustees shall not be personally liable for any action, bona-fide undertaken in exercise of their powers and duties as trustee, and they shall stand indemnified for any loss, damage or cost, whatsoever, to



2193  
2/3

which they may be subject to in bona-fide exercise of such powers and duties.

25. If any of the foregoing clauses relating to the powers, functions and other matters governing the Trust, is likely to be contrary or inconsistent with any provisions of the law relating to the public trusts or public charitable institutions entitled to exemptions or concessions under any tax laws more specifically under sections 10(22), 11, 12, or 13 of the Income Tax Act, 1961, as of now or amended from time to time, such powers or functions will be treated as not forming the part of these presents, so as to conform to the requirements of such Laws.
26. The Trustees shall take steps immediately after the execution of these Presents to register this Trust with any authority appointed by any law governing public charities.
27. AND IT IS HEREBY AGREED AND DECLARED that the Trust hereby created shall be irrevocable. However, in the event of any circumstances in which it is decided to determine this Trust, the Trust Property, after meeting all the liabilities shall be given or transferred to some other institution engaged in objects similar to those detailed in this Trust Deed, working without any profit motive, and eligible for exemption under section 80-G of the Income Tax Act, 1961, as a public charitable institution with the approval of the Income Tax Authorities.

IN WITNESS WHEREOF the Settler and the Trustees have put their respective hands on the day and year first hereinabove written.

Renu Sachdev  
Mrs. Renu Sachdev

WITNESSES:- *attorneys.*

Rummi K. Sethi  
Ms. Rummi K. Sethi

1. MIKHIL KHURANA  
Name: *S/o G.B.R. Khurana*  
Address: *7/0 A-13 Sarvodaya*  
*Cinelaue Area Delhi*  
*Dist/NO PO 1101988/61628*

Dipendra Manocha  
Mr. Dipendra Manocha

2. ASPAR S/O MOHAR KHAN  
Name: *ASPAR S/O MOHAR KHAN*  
Address: *7/0 165 BANIA WING*  
*BALUBAGH*

Reg. No.  
2193

Reg. Year  
2003-2004

Book No.  
4



Ist Party

न्यासकर्ता



IInd Party

न्यासी



Witness

गवाह

Ist Party

IInd Party

Ist Party न्यासकर्ता :- Renu Sachdev

IInd Party न्यासी :- Rummi K. Seth

Dipendra manocha

Witness गवाह Nikhil Khurana

Asfaq

**Certificate (Section 60)**

Registration No.2,193 in Book No.4 Vol No 1,889

on page 90 to 104 on this date 27/03/2003 day Thursday

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

Date 27/03/2003

Sub Registrar  
Sub Registrar V  
New Delhi/Delhi