IV 181/09

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

एक हजार रुपये

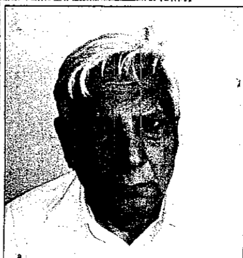
रु.1000

ONE THOUSAND RUPEES

Rs.1000

CHIEF TREASURY OFFICER

21 AUG 2009



Keshawa Pd Rai

उत्तर प्रदेश UTTAR PRADESH

G 895354

(91)

TRUST DEED

THIS INDENTURE OF TRUST SETTLEMENT made at this the 26th day of August, 2009 by Professor KESHAWA PRASAD RAI, aged 68 S/o Late Naujadik Rai, R/o 510 Kamdhenu Apartments, Lanka, Varanasi (U.P.), a Hindu inhabitant, hereinafter called SETTLOR of the Trust (which expression shall unless excluded by or it be repugnant to subject or the context or meaning thereof be deemed to include his heirs, executors, administrators, assignees and representatives)

WHEREAS the education and health of the poor and illiterate as well as the cause of hunger and social justice in India is to the heart of the SETTLOR and that in his considered view, any improvement in these areas cannot be achieved without putting in place, proper educational and health care systems and institutions at affordable price, coupled with programmes of sustainable development and environmental preservation.

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AND WHEREAS the SETTLOR is desirous of creating a public charitable Trust for the eradication of illiteracy, disease, ignorance and sufferings of people and preservation of environment and as such the SETTLOR is setting apart a sum of Rs. 10000/- (Rupees Ten Thousand only) for establishing a fund with charitable objectives upon Trusts in the manner hereinafter expressed, and in pursuance of the aforesaid desire, the SETTLOR has settled the above referred Rs.10, 000 /- on this day upon the trustees, who have consented to become the founder trustees. The names and addresses of the founder trustees are-

1) Mr. Pradeep Bishnoi, S/o Mr. Tej Kumar Singh Bishnoi, R/o Rishi Cottage, S/19/132-4,Varuna Bridge, Cantt, Varanasi,

2)Mrs. Laxmi Rai, W/o Mr. Sanjeev Rai, R/o N-9/465 R Brij Enclave Extension Patia, Varanasi,

3)Er. Manoj Kumar Sinha, S/o Late Birendra Kumar Singh, R/o 44 Sant Raghubarnagar Colony Sigra, Varanasi,

4)Mrs. Renu Bishnoi, W/o Mr.Alok Bishnoi, R/o Rishi Cottage, S/19/132-4,Varuna Bridge, Cantt, Varanasi,

These founder trustees shall utilize the Trust fund, including all accumulation and acquisitions thereto, for the purposes/objectives mentioned hereinafter.

NOW THIS INDENTURE WITNESSETH as follows:

1) TRUST PROPERTY

In order to effectuate the said desire of the SETTLOR and in consideration of the premises, the SETTLOR hereby assigns, transfers and hands over the said sum of Rs. 10,000.00 (Rupees Ten thousand only) to the trustees to HOLD and be possessed of the same with all accretions thereto either by donations or otherwise (hereinafter referred to as "Trust Fund" which expression shall include cash and any other property and investments of any kind whatsoever into which the same or

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part thereof might be converted , invested or varied from time to time or such as may be acquired by the trustees or come to their hands by virtue of these presents or by operation of law or otherwise) and the income , interest and dividends thereof upon the Trusts, subject to the powers, provisions, agreements and declarations hereinafter declared and contained.

2) NAME AND ADDRESS

The name of the Trust shall be "SWAMI VISHUDHA NAND FOUNDATION" and its office shall be situated at Office No-14, Fourth Floor, Kuber Complex, Rathyatra, Varanasi or at such place or places as the trustees shall think proper.

JURISDICTRION

Throughout India

3) MAIN OBJECTIVES

The trustees shall hold and stand in possession of the Trust properties and will use the above said endowment and any other sort of donation, contributions from any where and/or the properties of the Trust for the attainment of the following objectives:

i) to establish, run, supervise, and support;

a) Schools (at Primary, High and Higher Secondary levels);

b) Colleges and Institutes (for teaching and research at Graduate-Postgraduate and PhD levels) in various disciplines of study including Arts, Science, Commerce and Management, Engineering and Technology, (in any branch), Architecture etc.; (at graduate, post graduate and research levels)

c) Medical College, Dental College, College/School of Nursing etc.

d) a University;

e) Hostels, Training Centres, Coaching Centres and Old age Homes etc;

f) Grant of financial assistance to the meritorious deserving as well as poor students to pursue their studies in India and abroad.

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ii) to own, manage, administer and run hospitals, clinics and diagnostic centre, yoga centres, gymnasiums, parks etc.

iii) to assist financially and otherwise the sick and the needy in their medical treatment, even to help as well the hospitals and similar institutions, engaged in the treatment of poor; to promote health care programmes, including mother child care and family planning etc.

iv) to address and help ameliorate the two most prime national concerns i.e. hunger and social injustice; also to work towards eradication of social evils and bring about social harmony.

v) to most vigorously pursue the cause of environmental preservation including bio-diversity conservation, wild life conservation and also address the concerns of climate change, protection of animals, birds and wild life.

vi) to maintain co-ordination and co-operation with other organizations engaged in social and philanthropic activities; and,

vii) to do any other act of charity or any other act for the advancement of general public utility, not involving the carrying on of any activity for profit.

5) ANCILLIARY OBJECTIVES

With a view to attaining the objectives aforesaid or any or some of them, the trustees may do or allow to do any of the following acts and deeds:

i) to solicit, obtain or accept offerings, subscriptions, donations, grants, gifts, fees, devices and requests from Settlor or any other person(s), firm, company, corporation, society, semi-government or government, institution(s) in India or abroad, interested in any of the objectives of the Trust, either in cash, security, investments etc or in the form of any

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moveable and/or immoveable property towards the corpus of the Trust or towards its activities or work.

ii) to co-operate, collaborate and enter into such agreements with other Trusts, Societies, Associations, Institutions and/or any other national/international bodies, that may help in achieving all or any of the Trust objectives.

iii) to acquire by gift, purchase, exchange, lease, on hire or otherwise, any lands, buildings, apartments, rights of common play grounds, parks and properties moveable or immoveable and any estate or interest; for the furtherance of all or any of the objectives of the Trust;

iv) to build construct and maintain buildings, hostels, houses and other buildings or any other immoveable property belonging to or held by the Trust and to alter, extend, improve, repair, enlarge or modify the same, including any existing buildings and to provide and equip the same with light, water, drainage, furniture, fittings, instruments, apparatus, appliances and all other necessities for the use to which such buildings are to be put up or held;

v) to sell, mortgage, let, lease, exchange, gift and otherwise transfer or dispose of or deal with all or any property movable or immoveable, of the Trust for the furtherance of the objectives of the Trust;

vi) to give remuneration, pension and gratuities to Teachers, Staff and other employees and to make payments towards their insurance and to form and contribute towards their provident and other funds for the benefit of the persons employed by the Trust;

vii) to borrow and raise money without security or on the security of mortgage, charge or hypothecation or pledge over all or any of the immovable or

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movable properties belonging to the Trust; or in any other manner whatsoever from any bank, financial institution, corporate body or any other person(s) for the furtherance of the objectives of the Trust;

viii) to pay, out of the funds belonging to the Trust or out of any particular part of such funds, all types of money borrowed, all expenses incidental to the formation of the Trust, and towards the management and administration to meet the foregoing objectives and activities including all rents, taxes, outstanding and the salaries of the employees etc.

ix) to invest and deal with any money of the Trust not immediately required for any of its objectives in such manners as may be thought fit and proper by the trustees, from time to time, and allowable under law;

x) to appoint Bankers and to draw, accept, endorse and discount cheques, notes or other negotiable instruments;

xi) to undertake and accept the management of any endowment or Trust fund or donation;

xii) to join, co-operate or amalgamate this Trust with other or others having kindred or allied objectives, upon such terms and conditions as the trustees may in their discretion think fit, having near similar nature & objectives;

xiii) to take over or amalgamate with any other charitable Trust, society or institution with similar objectives.

xiv) to do all non-political, legal and peaceful acts and to undertake other activities that may help promote the objectives of the Trust and are incidental and conducive to the attainment of all or any of the objectives of the Trust.

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6) THE TRUSTEES

The trustees shall consist of the following categories of trustees:

i) Founder Trustees

As mentioned before in the Trust deed, the trustees so mentioned shall be the founder trustees. The founder trustees can assign their trusteeship to legal heirs or any other person as they deem fit. Provided that the founder trustees shall have life term and shall not be liable for retirement or removal from the Trust till he voluntarily retires or become legally incompetent to be a trustee. The founder trustee shall have the right to attend, participate and vote in Annual General Meeting (AGM) of the Board of Trustees. The founder trustee shall hold the place in Governing Body.

ii) Nominated Trustees

Founder trustees, if deem it fit, in the best interest of the Trust, may appoint and/or nominate representatives of certain like-minded public and charitable institutions. The founder trustees will designate the institution as well as number of person that the designated institution may send to be the trustee of that Trust. These trustees will be called as nominated trustee and will cease to be trustee of the Trust, if the designated institutions take his/her name back and if founder members found him/her engaged in work that is against the interest and objectives of the Trust. The founder trustee at any point of time may withdraw the designation so granted to any institution.

The nominated trustees shall not be eligible to attend the AGM of Board of Trustees but they can hold positions in the Governing Body.

iii) Trustee Patron

The founder trustees, keeping in mind, the best interest of Trust, shall unanimously appoint patron trustees. The tenure of the patron trustees

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shall be for 5 years. However, patron trustee can be removed even within their tenure, in case the founder trustees deem it fit and necessary.

The patron trustees will be eligible to attend the AGM of Board of Trustees and they could also hold positions in Governing Body.

iv) **Trustees Scholar**

The scholar trustees also shall be appointed by the founder trustees. The scholar trustees can be those people who are eminent personalities in their own field or who have provided valuable services to the community or the nation. The intention for such appointment is to give honour to these personalities as well to get the privilege of their association to the Trust. Founder trustees can define the tenure of such trustees.

The trustee scholars will not participate in the AGM of the Board of trustees. However, they could be eligible to hold office in the Governing Body.

v) If the trustees hereby constituted or any one of the trustees appointed herein as above, shall die or desire to be discharged or become incapable to act or is adjudicated insolvent or convicted of a criminal offence involving moral turpitude and punished with imprisonment or be absent from India for a period of five years or more, without obtaining leave of the Governing Body, then all the founder trustees may, subject to the provisions of other clauses, appoint any other person or persons in the place of trustee or trustees so dying, desiring to be discharged or refusing or becoming incapable to act or adjudicated insolvent or convicted to a criminal offence and punished as aforesaid.

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vi) Any trustee may resign by giving one month's notice in writing to the Chairman of the Trust. On resignation, the founder trustee can fill up the vacancy unanimously, if deemed necessary to fill the vacancy.

vii) A trustee shall cease to be a trustee in case (a) a trustee without leave of absence does not attend five consecutive meetings of the Trust or is absent from the meetings continuously for a period of five months, whichever is longer, (b) the trustee is requested to resign, by at least 75 percent of the trustees. This clause however, shall not be applicable to the founder trustees.

viii) Any trustee, being an Engineer, Doctor, Lawyer, Chartered Accountant, Scientist, Lawyer, Researcher or other person engaged in any profession or business shall be entitled to be paid all the usual professional fees etc. for the time extended, business transacted and acts done by him or any of his partners (including acts which a trustee not being in any profession or business could have done personally) in spite of his/ her being a trustee of these presents.

ix) The Board of Trustees shall at no time be less than two and more than twelve including the trustees named in this deed of Trust.

7) BOARD OF TRUSTEES

i) The Board of Trustees shall be the highest authority to govern, control and manage the entire affairs of the Trust including its properties, and shall take important decisions in respect of running and even the closure of the Trust. All the founder trustees and patron trustees shall collectively form the Board of Trustees.

ii) For better administration and management, and for smooth running of operation of the Trust, the Board of Trustees shall elect, out of the trustees, the "Governing Body" that will look after the affairs of Trust.

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Moreover, if the Board of Trustees thinks proper, person(s) other than the trustees can also be inducted in the Governing Body. These appointments will be made by the majority decision, in the AGM of Board of Trustees. And the trustees and person(s) so appointed will hold their respective posts till the conclusion of the next immediate AGM of the Board of Trustees.

8)ANNUAL GENERAL MEETING / EGM OF THE TRUSTEES

i) A meeting of the Board of Trustees may be held on the written requisition of any one or more of the trustees, for the time being. Otherwise "Governing Body" will hold the ordinary meeting of Board of Trustees once in a year or otherwise, more frequently, as deemed fit.

ii) A meeting of the Board of Trustees shall be convened on 15 clear day's notice, but an emergent meeting may, however, be convened on a shorter notice by the Managing Trustee with the consent of all the trustees, for the time being.

iii) Quorum of a meeting of the Board of Trustees shall be more than one half of the number of the eligible trustees.

iv) A resolution of the Board of Trustees shall be passed in its meeting by a majority vote (if not otherwise mentioned in the present).

v) Minutes of each meeting of the Board of Trustees, shall be recorded in the book maintained for the purpose and shall be signed by the Chairperson of the meeting.

vi) The Board of Trustees will transact the following ordinary business during its AGM:

a) to nominate a Governing Body, that will initially comprise of not less than four members from different categories of trustees. However, as

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the scope, responsibilities and administrative work of the Trust increases, the founder trustees may increase the strength of the Governing Body as per the requirement. The constitution of the Governing Body as enlarged by the founder trustees would be as under:

1) All founder trustees, who shall be life members.
2) Patron trustees (if and as may be proposed by the designated institutions).
3) Remaining members of the Governing Body shall, as may be decided by founder trustees, be elected from amongst the other categories of trustees or from outside as well.

b) to adopt the Audited Annual Accounts and Progress Report.

c) to appoint auditors for the year and to decide their remuneration

d) to consider and decide on any resolution which may be submitted to and recommended by the Governing Body.

e) Any other business with the permission of the Chair.

vii) The duration between two AGM shall not, in any case, exceed 15 months.

viii) An Extra Ordinary meeting of Board of Trustee can be called on the written requisition of any of the founder trustee or at the instance of the Governing Body, if necessary.

The other rules and formalities to call Extra Ordinary General Meeting of Board of Trustees shall be the same as in the case of other meetings as discussed above.

ix) That the trustees may decide about any matter by circulation without the meeting being held, but the resolution be passed by circulation without

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meeting being held, if it is evidenced in writing under the hands of 2/3rd trustees of Trust and is passed by the trustees in the next meeting held.

x) In the event of difference of opinion and disagreement about the meeting amongst the trustees or in the event of votes being equal, the Chairperson of the meeting shall have casting vote for deciding the issue.

9) POWERS

The Board of Trustees shall have the following powers and in ordinary course will confer all the powers to Governing Body to handle the affairs of the Trust, smoothly and effectively.

i) to accept donations, fees, contributions, grants, subscriptions in cash or in kind from any person, company, firm, association or persons, Hindu Undivided Family or family Trust or Trusts or Corporate Bodies, from Government or Cooperative Societies for the furtherance of the objectives of the Trust.

ii) to manage the properties and other assets of the Trust and to do all such acts, necessary for the preservation, maintenance and management of the Trust and the Trust properties.

iii) to sell or give on rent or on hire or lease any immoveable or moveable property of the Trust for such period or periods on such terms and conditions as the trustees may think fit and proper.

iv) to invest Trust funds or properties whether representing the corpus or income in such investment as the trustees shall think fit and proper in pursuance to the provision of Income Tax Act.

v) to borrow or raise loan (with or without securities) on such terms, such security and rate or interest etc. as the Board may determine and decide,

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for carrying out the objectives of the Trust from any Bank, Financial Institution, Corporate Body or any other person(s).

vi) to let out, lease, sub-lease, mortgage, demise and otherwise deal with any immoveable property belonging to the Trust as per their absolute discretion.

vii) The trustees may hold any of the properties of the Trust for and on behalf of the Trust in the name of anyone or more of them, as may be decided by the Board of Trustees from time to time.

viii) It is expressly provided that the founder trustees may by an unanimous resolution, register a charitable society or Trust under the Societies Registration Act or any other relevant Act, with the object of the Trust, to which all or any of the assets and/or income of the Trust may be transferred and resolution whereof shall be in conformity with the provisions of this Trust with such modifications as may be agreed to by the trustees.

ix) to open any type of Bank Accounts, whether current, fixed, savings, loan, overdraft or otherwise in the name of the Trust with any Bank or Banks and to operate the same jointly or severally or otherwise by appointing any authorized signatory or agent as the Board or Trustees at their discretion, shall think fit and proper. Unless and until determined otherwise, the Bank Account shall be opened jointly under the signatures of any two trustees.

x) that the trustees are authorized to give guarantees of the assets and property of the Trust including the Bank Guarantee and security to the corporate Bodies, person(s), firm(s), institution(s), Trust as they may deem fit from time to time, provided it is for the purpose of attainments of the

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objectives of the Trust. The trustees shall not be personally liable for such guarantees or security, otherwise than for their willful negligence.

xi) to adjust, settle, compromise or compound, refer to arbitration all actions, file or defend suits, claims, demands and proceedings, regarding the Trust fund or any matter arising in connection with the management of the Trust.

xii) to amalgamate this Trust and its properties with any other Trust, Society or Charitable Institutions having objectives and purposes similar to those of this Trust, as the trustees for the time being in the office, shall deem fit and proper.

xiii) to sell, gift, lease and transfer the immoveable properties of the Trust hereby created and all money received by such sale shall form part of the Trust fund and shall be applied as the Board of Trustees may deem think fit.

xiv) to appoint Lawyers, Pleaders, Advocates; to file and defend suits, filed for and against the Trust and for in the name of trustees and also file suits for the realization of the rents and money(s) and other dues with the different parties and sign, execute such applications, petitions, documents, or such proceedings and delegate such power or powers to employees, staff and trustees for such proceedings as required from time to time.

xv) to appear and/or authorize any person whether professional or employees of the Trust before any Government and Semi-Government offices, corporation and other Government Institutions in respect of carrying out the objectives of the Trust and file such statements, documents and paper as required for carrying out the objectives of the Trust as the Board of Trustees shall think fit and proper.

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xvi) that the trustees of the Trust shall be entitled to reimbursement, from the Trust property and Trust fund, for any out of pocket expenses actually incurred by them in the course of carrying out the objectives of the Trust and Managing Trust property and assets.

xvii) trustees, for smooth functioning of the Trust, may introduce volunteer members of different categories, on such charges or without charges as they may deem fit, in the best interest of Trust.

10) ACCOUNTABILITY

i) the trustee shall be chargeable only for such moneys, funds, securities and other assets of the Trust, as they shall actually receive, notwithstanding their signing any receipt for the sake of conformity, and shall be answerable and accountable only for their own respective acts, receipts neglects and willful defaults and not for any other trustee, banker, broker or other person(s) in whose hands any Trust money or assets may be placed, deposited or received; not for deficiency or insufficiency of any funds and securities; not for any other loss, unless the same shall happen due to or through their or his/her own willful default or dishonesty; and in particular, no trustee shall be bound to take any steps or proceedings against a co-trustee for any breach or alleged breach of Trust committed by latter.

ii) where the trustee in the purported exercise of the Trust discretion and owners, hereby or by law conferred, act on the advice of any counsel, solicitor or other lawyer, engineer, surveyor or land or estate agent, broker, cashier, accountant or expert, the trustees shall not be responsible for any loss that may result from acting on such advice but the act or omission shall be deemed to be authorized and proper and the advice shall operate to protect the trustees in the like manner as if the act or

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commission had been directed authorized under an order of court of competent jurisdiction.

11) TRANSFER OF POWER

i) the Board of Trustees will confer all or any such power to Governing Body that they deem fit and proper for smooth running and functioning of society.

ii) any trustee may delegate in writing all or any of his powers under these presents to his co-trustees or nominees(s) with consent in writing from other trustees who will be entitled to exercise such powers or powers in the same manner as the trustees themselves could have done personally.

iii) that every new trustee(s) appointed, shall have the same powers, authorities and discretion in all respects as if he had been originally nominated as trustees.

iv) all acts and things done in relation to the Trust fund may be done under the signatures of the founder trustee.

12) GOVERNING BODY

To manage and control the affairs of the Trust, there shall be a Governing Body. The members of the Governing Body will be nominated in the AGM of Board of Trustee. Existing Governing Body will hold valid till the nomination of the fresh Governing Body by Board of Trustees in AGM/EGM

i) The members of the Governing Body will elect the following office bearers from amongst themselves to carry out the objectives of the Trust.

Chairman shall be elected among the trustees only. However, the founder trustees shall have the right to appoint any professional on the post of secretary and/or Treasurer etc. Election, if necessary, shall be by secret

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ballot. The elected office bearers will hold office until next Annual General Meeting of Board of Trustee. If the founder trustees do not hold any of the office of Governing Body they would be ex-officio members of Governing Body.

The first Governing body shall have the following office bearers:

i) Chairman	:	Mr. Manoj Kumar Sinha
ii) Vice Chairperson	:	Mrs. Renu Bishnoi
iii) Managing Trustee	:	Mr. Pradeep Bishnoi
iv) Treasurer	:	Mrs. Laxmi Rai

ii) **Meeting of the Governing Body:**

Ordinary meeting of the Governing Body shall be held once in three months.

Quorum

Presence of more than half of trustees and office bearers shall constitute a quorum in ordinary or extra ordinary meeting. However, to complete the quorum of meeting of Governing Body, the presence of at least three founder trustees or their representatives is must.

iii) **Vacancy:**

The Governing Body shall have power to co-opt any trustee to fill casual vacancy but such trustee shall serve only for the un-expired term of the trustee whose place he has taken.

iv) **Resignation:**

Any member of Governing Body may notify the Board of Trustee of his/her wish to resign from his/her post and upon receipt of such notification, for all intent and purposes, he/she shall be deemed to have resigned.

The Board of Trustee may remove any of the members of Governing Body from its office. However, such removal shall be made by Board of Trustee,

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if they deem fit and feel justified to do so, in the best interest of the Trust. Board of Trustee shall make this removal unanimously, excluding the effected person.

v) **Functions of the Governing Body:**

The functions of the Governing Body shall be the following:

a) to carry out objectives of the Trust as per the powers conferred by Board of Trustees vested with them by Trust Deed.

b) to further devolve such power to Managing Trustee/Secretary as deemed fit for smooth running & functioning of Trust.

c) to appoint/take on deputation/terminate/transfer such staff as may be required for effective functioning of the Trust and its various activities.

d) to form such committees or sub-committees for such purpose and upon such terms, from time to time, as the Governing Body may consider proper.

vi) **Term of Office:**

The first Governing Body shall be in office till the elected Governing Body takes over the charge. Each subsequent Governing Body will remain in office till its fresh nomination in AGM of Board of Trustees. If, for any unavoidable reasons, the nomination/elections are postponed, the first Governing Body shall continue to hold office till the nomination/elections.

13) RIGHTS, POWERS AND DUTIES OF OFFICE BEARERS

i) Chairman

The Chairman and in his absence, the Vice Chairman, the Managing Trustee, the Treasurer (in the same order), shall preside over the meetings of the Governing Body. If all the above office bearers remain absent, the Governing

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Body may nominate any one of them to preside over such meeting. The Chairman shall be the head of the Trust and shall do all other acts, as may be assigned to him by the Governing Body.

ii) Vice Chairman

Vice Chairman shall assist Chairman to implement and execute all policy decision taken by Board of Trustees.

iii) Managing Trustee

Managing Trustees will be the Chief Executive of the Trust and shall do all the acts and deeds that may be necessary and expedient to achieve the objectives of the Trust in consultation with the Chairman. However, the decisions taken by the Managing Trustee are to be ratified in the immediate next meeting of the Governing Body. Managing Trustee shall maintain and keep all the records of the Trust. He shall call the meeting of the Board of Trustees and Governing Body in consultation with the Chairman. He shall record the minutes of all the meetings and shall implement resolutions thereof. He shall prepare the annual report and shall do all other acts as may be assigned to him by the Board or Trustees/Governing Body. He can himself execute or authorize any trustee to execute any agreement/document on behalf of the Trust. Managing Trustee, with the approval of Governing Body, can appoint the requisite person for his/her assistance and may delegate him such power and duties as he/she may deem fit and proper for smooth and proper functioning of the Trust.

iv) Treasurer

The treasurer shall be responsible for maintaining regular and proper accounts of all receipts, payments, assets and liabilities of the Trust. He/she shall get the accounts audited within six months of the close of the financial year and shall place them before the Governing Body and Board of Trustees (after approval of the Governing Body) in its AGM. He/She shall prepare budget estimates for the

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year and shall get them approved by the Governing Body. He/she shall do all other acts as may be assigned to him/her by the Governing Body.

Treasurer can appoint the requisite person for his/her assistance, with the approval of Managing Trustee, and may delegate him/her such power and duties, as he/she may deem fit and proper for smooth and proper functioning of the Trust.

14) SEAL

Trust shall have a common seal and the Governing Body shall provide for the safe custody of the seal. The seal of the Trust shall not be affixed to any instrument, except by the authority or a resolution of the Governing Body and except in the presence of at least two founder trustees, who shall sign every instrument to which the seal of the Trust so affixed in his presence.

The Governing body shall have power from time to time, to destroy the same and substitute a new seal in lieu thereof.

15) BANK ACCOUNTS

The Governing Body, may, from time to time, open and maintain bank accounts with banks, in the name of the Trust and shall operate the same under the signatures of (i) Managing Trustee OR (ii) Treasurer of the Trust, or by the person whom the power has been delegated by all the founder trustees.

16) RULES AND REGULATIONS

The Governing Body shall frame the Rules and Regulations as per the direction given by Board of Trustees.

The Governing Body may delegate or withdraw the powers of various office bearers of the Governing Body form and dissolve various committees, sub-committees for the smooth working of the Trust.

17) ACCOUNTS AND AUDITS

The Trust has, and shall maintain, regular and proper accounts of all receipts, payments, properties, assets and liabilities. Such accounts shall be kept at the office of the Trust, in the direct charge of the Managing Trustee/Treasurer of the

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Trust. It is hereby agreed and declared that the receipt or receipts of any one or more of the trustees, for any Trust moneys or for any stocks, funds, shares or securities transferred to, or by them/him/her, by virtue of these presents, or in execution of the Trusts and power hereof, shall effectually discharge the person or persons, paying or transferring the same there from and from being bound to see to the application thereof.

The financial year shall end on 31st day of March each year. A Chartered Accountant, appointed by the Board of Trustees, shall audit the accounts. The audited accounts and the report of the auditors shall be placed before the meeting of the Board of Trustees in its AGM every year.

18) MISCELLANEOUS

i) It is expressly declared that no part of the Trust property or its income shall be applied for the purpose, which is not in consequence with the objectives of the Trust.

ii) It is hereby agreed and declared that notwithstanding any thing contained in the various Clauses of this Trust Deed, it shall be lawful and valid and shall be deemed to be in accordance with the intentions and desires of the Settlor, which trustees act and abide by, in respect to the statutory requirements of concerned sections of Income-tax Act, 1961 or any analogous law as may be in force from time to time.

iii) Notwithstanding anything contained in the foregoing clauses, it is hereby agreed and declared un-equivocally that this deed does not contain any provision for the transfer or application of the whole or any part of the income or assets of the Trust fund for any purpose other than mentioned hereinabove at any time.

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19) **AMENDMENTS OF THE DEED**

The trustees in their meeting, called for this purpose with at least 15 days notice may adopt resolution for the amendments in the bye-laws of Trust with two third majority of the total number of trustees either present in person or by consent in writing or by both.

20) **WINDING UP**

i) The Trust may terminate its activities if Board of the Trustees deem it necessary in their meeting, called and held for the purpose, by giving at least twenty one days notice and passing a resolution by at least three fourth majority of the total number of trustees either present in person, or by consent in writing, or both and may wind up its affairs.

ii) On its winding up, no part of the Trust property shall be distributed amongst the trustees, donors or their relatives and all the properties of the Trust shall be handed over to a Trust, society, institution or organization; or the present Trust may amalgamate with some other Trust having charitable objectives for the benefit of public at large. All the assets and liabilities of the present Trust shall pass on to the successor Trust, society, institution or organization.

21) It is hereby agreed and declared that this Trust is a Public Charitable Trust and shall be registered and recognized in accordance with the provisions of Central or State Laws in force in India from time to time including the Income-tax Act, 1961.

22) Notwithstanding anything contained in the foregoing clauses, it is hereby agreed and declared unequivocally this deed does not contain any provision for the transfer or application at any time of the whole or any part of the income or assets of the Trust Fund for any purpose other than a Charitable purpose, and that any rules, made hereafter governing the Trust fund, shall not

Keshawa Pd Rai

contain any such provision, in case any clause is so constructed or interpreted such clause shall be deemed as deleted, amended or modified accordingly.

IN WITNESS WHEREOF the parties hereunto set and subscribed their respective hands and seal on the day, month and year hereinabove written.

WITNESSES

1) Pradeep Bishnoi

PRADEEP BISHNOI
S/O SH. T. K. S. BISHNOI
S-19/132-4, VARUNA BRIDGE
VARANASI (U.P.)

2) नासिर हुसैन एड0
सिविल कोर्ट, वाराणसी

Keshava Pd Rai

SETTLOR

Drafted by: **Vinay Kumar, Adv.**
Chamber No.4, Banaras Bar Association,
Civil Court, Varanasi

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Shop No.5, Coll. Vns.

Keshava Pd Rai

भारतीय रजिस्ट्रीकरण अधिनियम की धारा 32 (I) के अन्तर्गत निष्पादनकर्ताओं की अंगुलियों के सुस्पष्ट चिन्ह

नाम निष्पादन कर्ता / ~~विक्रेता~~ / क्रेता केशव प्रसाद राय

दाहिने हाथ

अंगुष्ठका तर्जनी मध्यमा अनामिका कनिष्ठका

बायें हाथ का

अंगुष्ठका तर्जनी मध्यमा अनामिका कनिष्ठका

बायें हाथ का

Keshawa Pd Rai

हस्ताक्षर

नाम निष्पादन कर्ता / विक्रेता / क्रेता

दायें हाथ का

अंगुष्ठका तर्जनी मध्यमा अनामिका कनिष्ठका

बायें हाथ का