100 Rs.



T RUST-DEED





NAVJIVAN FOUNDATION

This declaration of TRUST is made in the city of Delhi on this 16th day of September 2003 by Shri SASHIKANTA PANDA S/O Shri Sankarsan Panda aged about 35 years R/O 36,Shera Mohalla,Garhi,New Delhi-110065 hereinafter called the 'Settlor' transferring the corpus of the Trust hereby declared to the ownership of the trustees appointed under this Deed and in accordance with the terms and conditions set forth herein:

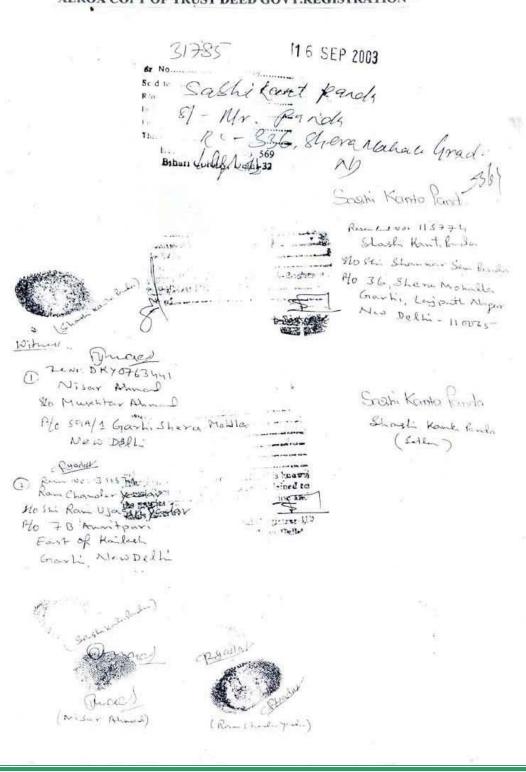
WHEREAS the Settlor possesses a sum of Rs. 1000/- (Rupees One Thousand only) being the absolute owner thereof:

AND WHEREAS the Settlor is desirous of settling on trust the said sum of Rs.1000/- wholly for charitable purpose having the following main objects:

a. To undertake, carry out, promote, sponsor, assist or aid directly or in any other manner, any activity for the promotion and growth of Indian economy (from rural to urban) and welfare or other programme including programme for promoting social economy development and welfare or development of people either on its own or on behalf of any other person or organization.

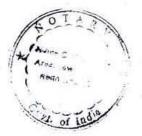
Contd...2...





- b. To optimize the available resources by application of science and technology, managerial skills, technical know how, financial aid, covering the fields of agriculture and women development, child development, widows welfare programme, physical handicapped and allied activities, small scale and cottage industries and activity related to trade and service.
- To create productive employment by improving the existing skills and introducing new skills through appropriate training in the above fields.
- d. To promote and foster activities such as all education, medical health, medicine, family planning, nutrition to children, child welfare, adult education, welfare for leprosy, widow welfare programme, programme for physical handicapped with training, equipments (Baisakhi, Rickshaw for handicapped) and open a workshop for them, Agricultural programme, youth programme and programme to help old people without any financial help.
- To undertake and to sponsor research and development activities related to the above fields.
- f. To undertake relief programme at the time of natural calamities like flood,earthquake,epidemics etc.
- To work for the mentally dishonor and mad people and write Government on behalf of public for facility.
- To undertake programme for AIDS awarness & family planning in rural areas.
- To produce and distribute slide programmes and films on different things and development themes.
- To relate to the development work of voluntary agencies and the Government.
- Programme on Pollution Control and green revolution with good environment policy.
- To encourage adult education and to impart vocational guidance for the unemployed.
- To conduct seminars, annual meets, exhibitions, cultural programmes for the benefit of poor people.
- n. To conduct medical and health camps in rural areas.

Contd..3.



: 3 :

- To create awarness against aids, malaria etc.
- p. To establish community centre, convalescence homes, sanatorium, dharamshalas, lodging houses for the benefit of general public.
- q. To co-operate and provide financial assistance to other trusts, institutions and organisations for the benefit of general public.
- r. To accept subscriptions and donations of movable or immovable assets and devices and bequests from individuals, other bodies, corporate or institutions, government, semi-government undertakings etc.
- s. To purchase, sell and dispose of or to lease and accept surrender of lease and manage, real estate including leaseholds or otherwise deal with any property and to raise or borrow money for the use and benefit of the trust on any terms and on any security.
- To carry on any activity which may be directly or indirectly beneficial to mankind.
- u. To do all such other things as are incidental, ancillary or conducive to the attainment of any of the above objects.

AND WHEREAS the settlor has dedicated for the aforesaid purpose and endowed the trust with the aforesaid amount having handed it over to the trustees to be held hereinafter by them in the name of the trust 'NAVJIVAN FOUNDATION' subject to the terms and conditions set out here in.

AND WHEREAS the trustees appointed hereby have expressed their consent to be invested with the ownership of the subject matter of this trust for the purpose of carrying out the objects set out here in and have accordingly taken possession of and assumed the legal ownership over the aforesaid sum of Rs. 1000/-

AND WHERE AS with a view to secure proper and permanent administration of the trust by the trustees appointed here by it is considered advisable to execute a formal deed of

trust specifying certain terms and conditions for such administration and also the powers of the trustees.

Area and a second

Contd...4...

: 4:

NOW THIS DEED, THERE FORE, WITNESSETH AND IT IS HEREBY DECLARED BY THE SETTLOR AS FOLLOWS:

- 1. The name of the trust shall be "NAVJIVAN FOUNDATION.
- The Registered office of the trust situated at A-5/256, J.J. Colony, Bhalsawa, Delhi.
- That the trust property shall include the aforesaid sum of Rs. 1000/- (One Thousands Only) and additions and accretions there to.
- 4. That the Head Office of the trust shall be at Delhi but the trustees are at liberty to transfer it and open branches at such other place or places as may be mutually decided by the trustees.
- That there shall be not less than three and not more than nine trustees at any time who togather shall constitute the Board of Trustees.
- 6. That the following shall be first trustees:
- a) Shri Shashi Kanta Panda
- b) Shri Ramchandra Yaday
- c) Shri Chandra Mani Palai

That all the trustees have consented to become the trustees & all the trustees mentioned above will be for life and other trustees taken, co-opted/ appointed will be for two years or as may be decided by the Board / or by the first trustees. The Ist Board of trustees shall be nominated by the above mentioned First Trustees. The Board may dissolve after two years if founder trustees decided and if required for the benefit of the trust and new trustees shall be appointed with written consent from the trustees with passing special resolution.

Contd....5...



: 5 :

That any of the trustees will cease from the trusteeship on the happening of any of the following events:

- a) On submitting resignation
- b) On becoming insolvent
- c) On being found of unsound mind or of any offence involving moral turpitude by a court of competent jurisdiction
- d) A ceased trustee may be appointed iff the founder trustees excuse him, provided the ceased trustee submit his written consent and apologise his mistake.
- That the Board of trustees may select, appoint and co-opt one or more trustees, including a trustee in the event of death of any settlor, provided the number of trustees of of the Board at any time shall not exceed nine.
- That the trust property shall vest in the trustees who shall hold, maintain and administer the same in accordance with the terms and conditions set out hereinafter.
- 9. Without prejudice to the generality of the preceding clauses IT IS HEREBY DECLARED THAT THE TRUSTEES SHALL UTILISE AND APPLY THE FUNDS AND PROPERTY FOR THE BENEFIT OF GENERAL PUBLIC IRRESPECTIVE OF CASTE, CREED OR COMMUNITY ON ALL OR ANY ONE OR MORE OF THE CHARITABLE PURPOSES MENTIONED IN THE MAIN OBJECTS.
- 10. The trustees shall be entitled from time to time to open and maintain bank account/s in any scheduled bank and such account may be operated by the first trustees.
- The trustees shall invest the trust funds in approved modes as per Income Tax Act.
- 12. The trustees shall cause to be maintained true and correct account of all assets and liabilities and money received or expenses incurred and get accounts audited by a Chartered Accountant.

Contd...6....



; 6 ;

- 13. The trustees shall meet at least three times in every calendar year at a time and place to be decided by them for the purposes of transacting the business of the trust, and the decision of the majority of the trustees shall regulate the business. The Meeting shall be held as Annual General Meeting, Extra Ordinary General Meeting & Board Meeting. If found necessary, the Board may fix special Board Meeting.
- 14. In the professional execution of the trust and powers thereof, no trustees shall be liable for any loss to the trust property arising by reason or any other matter or thing except willful fraud or wrong act on the part of the trustee who is ought to be made liable.
- 15. The Quorum for a meeting of Board of trustees shall be 2/3RD of total strength or two whichever is more.
- 16. In the event of dissolution of the trust for any reason, the assets / income of the trust shall not be distributed amongst the trustees but the same shall be handed over to another trust, society or institution whose objects are similar to those of this trust/government.

Contd...7...



: 7:

- 17. The trustees may if considered expedient pass any resolution by circulation amongst all the trustees and such resolution signed by majority of trustees will be regarded as having been passed at a meeting of the trustees.
- The Trust shall carryout its activities throughout the India or abroad if necessary.
- 19. The trustees may within the basic structure of this deed amend, alter and substitute any clause in the interest of the trust.
- The Trust may change its registered office after having 2/3rd voting and passing special resolution.

IN WITNESS WHEREOF the Settlor hereto set and subscribe their hands on the day, month and year first above written.

Soshi Kanta Panda

SETTLOR

WITNESSES

1.Mr. Jogesh Das A-57,Ist Floor,Amrit Puri Garhi,New Delhi-65

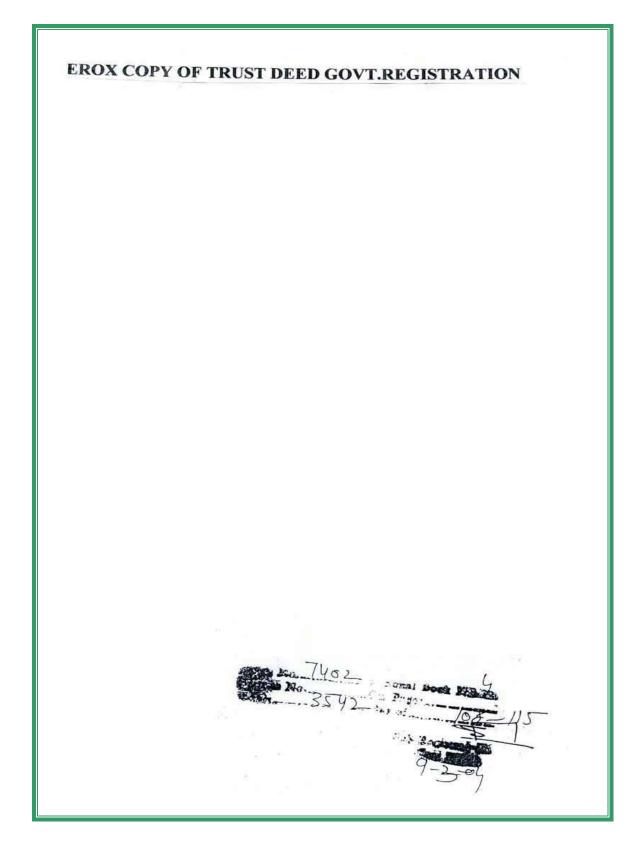
Jogesh Das

2.Mr. Bidyadhar Das DDA Market,E-Block East Of Kailash, New Delhi-65

Bidyadhar gas



NOTARY PULL NOTARY PULL 12. T. DELHI 12.9 SEP 2003



PAGE END