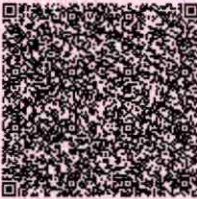


INDIA NON JUDICIAL
Government of Odisha

e-Stamp

Certificate No.	: IN-OD04749225649039U
Certificate Issued Date	: 10-Oct-2022 01:23 PM
Account Reference	: SHCIL (FI)/ odshcil01/ BARGARGH/ OD-BGR
Unique Doc. Reference	: SUBIN-ODODSHCIL0106530364556952U
Purchased by	: DASARI MURALI KRISHNA
Description of Document	: Article IA-64 Trust
Property Description	: AS PER DEED
Consideration Price (Rs.)	: 1,01,000 (One Lakh One Thousand only)
First Party	: DASARI MURALI KRISHNA
Second Party	: DASARI RAM TULISI AND 3 OTHERS
Stamp Duty Paid By	: DASARI MURALI KRISHNA
Stamp Duty Amount(Rs.)	: 4,500 (Four Thousand Five Hundred only)



.Please write or type below this line

Damen' mmm wh.

Uttar Kumar Sen
Sukumar Sahu

Jeyaraj
 M. Rajesh
 D. Ramfulasi

PU 0002789801

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App 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.



Daxumi muni...
SIGNATURE OF THE PURCHASER

D. Nair
10/10/2022
STOCK HOLDING CO. OF INDIA LTD.
E- STAMPING, BARGARH



R
Registering Officer
BARGARH



Dasari Murali Krishna

Dasari Murali Krishna

4500/-

1,01,000/-

U.C ₹ 625.00
A18(X) ₹ 500.00
A(1) ₹ 2020.00

Total ₹ 3145.00

DEED OF TRUST

THIS INDENTURE OF TRUST executed on this 10TH Day of October 2022(Two Thousand Twenty Two) by **Dasari Murali Krishna**, Aged about - 51 Years, S/o Dasari Veer Raju, Caste - Kamma, Occupation - Business, Address : Vrindavan, Barahaguda Canal Road, Beside Vikash Enclave, PO: Barahaguda, Dist. Bargarh, Aadhaar no. 339031765996 and PAN ACOPD 7735R Mob:9437052465 hereinafter referred to as the SETTLOR (which term wherever the context so requires or admits shall mean and include his legal heirs, successors, executors, administrators and assigns) of FOUNDER PART.

Witnesses :-

1) Uttarakumar Sahu

2) Sukuman Sahu

Dasari Murali Krishna
(Dasari Murali Krishna)

SETTLOR




Registering Officer
BARGARH



M. Rajesh

M. Rajesh



D. Ram Tulasi

D. Ram Tulasi
AND



Dasari Murali Krishna

Dasari Murali Krishna

Dasari Murali Krishna, aged about - 51 Years, S/o Dasari Veer Raju, Caste - Kamma, Occupation - Business, Address : Vrindavan, Barahaguda Canal Road, Beside Vikash Enclave, PO: Barahaguda, Dist. Bargarh, Aadhaar no. 339031765996 and PAN- ACOPD 7735R,

AND

Dasari Ram Tulasi, aged about -46 Years, W/o Dasari Murali Krishna, Caste - Kamma, Occupation-Business, Vrindavan, Barahaguda Canal Road, Beside Vikash Enclave, PO: Barahaguda, Dist. Bargarh Id. - Aadhaar No.981233075902 and PAN AGZPD0414C

Witnesses :-

1) Uttam Kumar Sahu

2) Sukuman Sahu

Dasari Murali Krishna
SETTLOR



Registering Officer
BARGARH

Nalluri Veer Raju, aged about- 65 years, s/o Late Nalluri Bhim Raju, Caste : Kamma, Occupation-Cultivation, At : Bhalupatra, PO: Janged, Dist. Bargarh, ID No. Aadhar 600581781283 and PAN-ADJPN1355K

Meka Rajesh, aged about -30 years, S/o Meka Sri Rama Rao, Caste : Kamma, Occupation: Service, At/PO: Khandhata, Dist. Bargarh, ID no. Aadhar 954970763386 and PAN-BVTPR6979Q, Mob: 9778589999.

All the above named persons, hereinafter referred to as 'the **FOUNDER TRUSTEES**' which expression wherever the context so requires or admits shall mean and include their legal heirs, successors, executors, administrators and assigns of the SECOND PART.

WHEREAS THE SETTLOR above named has been desirous of creating the Trust by the name of "**KRISHNA VIKASH EDUCATIONAL TRUST**" for undertaking, inter alia, educational activity similar other allied objects set out in this trust deed and for fulfillment of which, the terms and conditions are more particularly set out hereunder.

WHEREAS THE above-named Trust "**KRISHNA VIKASH EDUCATIONAL TRUST**" has been formed with financial support from the Settlor, Trustees, their family members or such other person as may be decided by the Settlor and the Trustees from time to time.

Witnesses :-

1) Uttam Kumar Sahu

Dasani Narayan Rao

SETTLOR

2) Sukuman Sahu



Registering Officer
BARGARH



Endorsement of the certificate of admissibility

Admissible under rule 25: duly stamped under the Indian stamp (Orissa Amendment act 1 of 2008) Act 1899, Schedule 1-A No. Fees Paid : A18(x) & A(1)-2520 ,, User Charges-625 ,Total 3145

Date: 10/10/2022

Signature of Registering officer

Endorsement under section 52

Presented for registration in the office of the Sub-Registrar **District Sub-Registrar BARGARH** between the hours of 10:00 AM and 1:30 PM on the **10/10/2022** by **KRISHNA VIKASH EDUCATIONAL TRUST THROUGH DASARI MURALI KRISHNA** , son/daughter/wife of **DASARI VEER RAJU** , of **AT- VRINDAVAN BARHAGUDA CANAL ROAD BARGARH** , by caste , profession and finger prints affixed.

Signature of Presenter / Date: 10/10/2022

Signature of Registering officer.

Endorsement under section 58

Execution is admitted by :

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
KRISHNA VIKASH EDUCATIONAL TRUST THROUGH DASARI MURALI KRISHNA		 315802398		10-Oct-2022

AND WHEREAS THE TRUSTEES named are willing to accept the office of the Trustees for the purpose of carrying out the wishes of the SETTLOR of the Trust under the provisions and directions set forth herein, so as to enable to pursue its vowed objects.

1. NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

- 1.1 THAT THE SETTLOR above named to effectuate the said objective of creating, establishing and managing the above-mentioned Trust, have settled a sum of Rs. 1,01,000/- (Rupees One Lakh One Thousand Only), irrevocably with intent to part with all his rights, titles and interests, claims, demands, profits therein and vest the same in the Trustees to have and to hold the same together with all other property or properties that may be acquired out of the same or otherwise may hereafter be subject to the trust (hereinafter referred to as "The Trust Fund") for the trust objectives and purposes and uses hereinafter expressed with the powers and on the terms and conditions herein contained, concerning the same.
- 1.2 It is also declared and clarified that no legal heir/successor of the Settlor can have any claim at any point of time over the properties and the properties to be acquired from time to time by the Trust contrary to the expressions both expressly or impliedly made in this deed.
- 1.3 The Trustees named above including the Settlor shall be the Founder trustees and have given their consent to be appointed as the trustees and as token thereof, they have set their hands to this instrument.

Witnesses :-

1) Uttu Kumar Saha

2) Sukuman Saha

Dasani Narani

SETTLOR



Registering Officer
BARGARH

KRISHNA VIKASH EDUCATIONAL TRUST THROUGH DASARI RAM TULSI		 243480390	D. Ram Tulsi	10-Oct-2022
KRISHNA VIKASH EDUCATIONAL TRUST THROUGH NALLURI VEER RAJU		 243480397	N. Veer Raju	10-Oct-2022
KRISHNA VIKASH EDUCATIONAL TRUST THROUGH MEKA RAJESH		 243480401	M. Rajesh	10-Oct-2022

Identified by **UTTAR KUMAR SAHU** Son/Wife of **LATE. SRIKANTA SAHU** of **AT- AMBASADA, PS- BARGARH** by
profession **Cultivation**

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
UTTAR KUMAR SAHU		 42509690	Uttar Kumar Sahu	10-Oct-2022

Date: 10/10/2022

Signature of Registering officer

Endorsement of certificate of registration under section 60

- 1.4 The office of the Trust for the time being shall be At-Vrindavan, Barahaguda Canal Road, Beside Vikash Enclave, PO: Barahaguda, Dist. Bargarh Odisha Pin-768040 with the power given to the Trustees to shift the same to any other place/ places as they may mutually agreed upon.
- 1.5 The area of operation of the Trust shall be in India.
- 1.6 The Trust shall only work for charitable purposes without profit motive, for the benefit of public at large, irrespective of caste, creed, religion, sex or any other divisive denominations of the society.

2. OBJECTS:

The objects of the Trust are:

- 2.1 To setup educational institutions and allied institutions to impart primary, secondary, graduate, post graduate, technical and non-technical, Medical & Para Medical education and skills.
- 2.2 To collaborate, partner, enter in to or provide franchise and engage with other institutions in advancement of its objectives in such manner as may be decided from time to time without prejudice to the charitable character of the trust.
- 2.3 To provide and support education to the less privileged, poor and needy sections of the Society by way of financial support and establish, promote, set-up, takeover, manage, open and run schools, colleges, reading rooms and other establishments or institutions for advancement of education and knowledge also to establish and manage orphanage schools-cum-rehabilitation-centre for orphan student.

Witnesses :-

1) Usha K. Saha

Dasanur Narayan Sethi
SETTLOR

2) Sukumaran Saha




Registering Officer
BARGARH

Registered and true copy filed in : Office of the District Sub-Registrar, BARGARH

Book Number : 4 || Volume Number : 42

Document Number : 40152202026

For the year : 2022

Seal :

Date: 10/10/2022


Signature of Registering officer

- 2.4 To undertake projects and activities under Corporate Social Responsibilities (CSR) for the companies promoted /owned by the settlor/founder trustees and other companies, under section 135 of the Companies Act, 2013 read with Schedule VII and such other provision which may be applicable in times to come.
- 2.5 To participate negotiate and enter into agreement with any state Govt./Central Govt. /Municipality or any other public Authority/Undertaking to take up and implement various schemes and activities and provide incidental services as may be necessary and permissible for advancement of the objects of the trust.
- 2.6 To establish research and publishing section for research and publication of books, journals, magazines, booklets in physical / electronic / digital mode / media etc., primarily towards the furtherance of the objectives.
- 2.7 To transfer, sell, liquidate, dissolve, give, any division/units to other Institution/Trust, if deemed proper/necessary, having similar objects of this Trust and on such terms and conditions as may be thought expedient. However, any such transfer, sale, liquidation, dissolution under this clause shall not apply to transfer, sale, purchase or otherwise of trust assets and properties in the normal functioning of the trust towards attainment of its objectives.
- 2.8 To carry on or conduct any activity, incidental business or professional service in a manner which would not affect or prejudice to the character or nature of the Trust, provided such activities, incidental business or professional service is permissible for the Trust under the prevailing statutes including the Income Tax Act.
- 2.9 To mobilise resources and generate income from properties, investments and such other sources as may be legally permissible and deemed to be appropriate by the Board of Trustees.
- 2.10 To do all such other lawful things as may be incidental or conducive to the attainment of the objectives of the Trust.

Witnesses :-

1) Uttam Kumar Saha

Dasrini Narayani Verma

SETTLOR

2) Sukunman Saha




Registering Officer
BARGARH

- 2.11 To establish, run and maintain, hostels to provide lodging and boarding facilities for the student.
- 2.12 To add such other objects, in future, as may be necessary due to efflux of time and the then contemporary environment in the spirit of the doctrine of *cy pres* which implies that the original intent of the settlor should be upheld and not compromised.

If anyone or more of the objects specified above are held not to be objects of a public charitable nature, the trustees shall not carry out such object(s) as if the same are not incorporated in these presents but the validity of the trust created by these presents as a trust for public charitable purposes shall not be affected in any manner.

3. TRUST PROPERTIES:

The Trust properties shall consist of:

- 3.1 The amount Transferred by the Settlers as mentioned above, towards the corpus fund of the Trust.
- 3.2 Any cash, kind, properties, movable and immovable, that may be acquired by purchase or otherwise or all manner of rights, title or interest in or over any property tangible, intangible, movable or immovable.
- 3.3 All additions and accretions to the Trust properties and the income there from.
- 3.4 All donations, gifts, legacies or grants, in cash or kind accepted by the Trustees upon Trust.
- 3.5 The properties of the Trust shall be utilized for the objects set forth herein above and subject to the provisions and conditions herein mentioned. The Trustees shall hold the said Fund and other properties that may later be endowed or conferred upon the said Trust for the use and benefit of the Trust.

Witnesses :-

1) Uttam Kumar Saha

Dasanur murari *lath*

SETTLOR

2) Sukuman Saha



Registering Officer
BARGARH

4. **BOARD OF TRUSTEES:**

4.1 The following shall be the Founder Trustees and they shall automatically form the Board of Trustees. These Founder Trustees' term shall remain permanent and cannot be revoked

1. **Dasari Murali Krishna**

2. **Dasari Ram Tulasi**

3. **Nalluri Veer Raju**

4. **Meka Rajesh.**

4.2 The legal heir of the Founder Trustees or Nominee nominated by them will be inducted as member of the trust without any charge or fees in the event of death of or resignation of the Founder trustee. The Founder trustees at any time during their permanent tenure, may nominate any person to be the member of the Trust in his/her place. The date on which such nominee is inducted as Trustee, the original trustee will cease to be the member of the Trust Board. The legal heir or the nominated person will have similar rights with permanent tenure.

4.3 The trustees shall appoint/elect one of the Trustee to be the Chairman/Chairperson for a term of 3 year which could be renewed without any limitation. All the Trustees other than Founder trustees and future trustees shall also form the Board of Trustees and will have tenure of 3 years, which shall be subject to renewal & reappointment for subsequent term(s) of 3 years without any limitation in the number of terms of trusteeship. This clause of termination shall not apply to the permanent trustees. Further, the renewal of the terms of the

Witnesses :-

1) *Uthappa Reddy*

Dasari Murali Krishna

SETTLOR

2) *Sreekumar Sahra*




Registering Officer
BARGARH

trustees other than the Founder/permanent trustees shall be subject to the approval of the Founder/permanent trustees. The Board of Trustees shall also appoint a Managing Trustee and the Vice Chairman/Chairperson(s) for a term of 3 year which could be renewed without any limitation. It is further clarified that the position of Managing Trustee can also be held by the Chairman/Chairperson or the Vice Chairman/Chairperson if the Board of Trustees so decide.

- 4.4 The Founder/Permanent trustees shall have the power to increase the total number of Permanent Trustees which shall not be more than a total of **nine (9)** with rights & responsibilities similar to the Founder Trustees with Permanent Tenure and with or without the right of Transfer of Trusteeship to legal heir or nominated person. The Board of Trustees shall also have the power to increase the total number of Trustees which shall not be more than **Twelve (12)** Trustees.
- 4.5 The founder/ permanent trustees may nominate, elect or appoint new members to the board of trustees and such trustees shall be appointed for the period of three (3) years and are eligible for reappointment.
- 4.6 Any Trustee including the Chairman/Chairperson, Vice Chairman/Chairperson or Managing Trustee, may retire from the Trusteeship hereof by giving two calendar months notice in writing of his or her intention to do so, to the Board of Trustees and after the expiry of the period of notice, the Trustee giving such notice shall, *ipso facto*, cease to be a Trustee of these presents without any further action on the part of the remaining Trustees and/or the Trust.

Witnesses :-

1) *Usha K. Sahni*

Sukuman Sahni

SETTLOR

2) *Sukuman Sahni*




Registering Officer
BARGARH

- 4.7 Any vacancy caused by death of any one of the Trustees, may be filled up by co-option by the Board of Trustees and who shall hold office up to such time as may be decided by the Board of Trustees.
- 4.8 The proceedings of the Board of Trustees shall not in any way be invalidated due to any post or posts remaining vacant. During the time when a vacancy is yet to be filled up, the remaining Trustees shall act as "**Full Board**", subject to the presence of quorum in the meetings. Any vacancy in the Board of Trustees or illegality in the appointment of Trustees or their proceedings shall not invalidate any prior act or decision of the Board of Trustees.

5. POWER AND FUNCTIONS OF BOARD OF TRUSTEES:

- 5.1 That, every power, authority or discretion hereinafter conferred upon the Board of trustees shall be exercised and signified by a resolution of a majority of the trustees who shall be present and vote at the meeting of the trustees, provided that notice of intention to hold such meeting and the business to be transacted shall have been given to all the trustees.
- 5.2 The management of affairs of the trust shall vest in the Board of trustees who will represent the Trust and its institutions before all Courts and Authorities and exercise such power as is and only be necessary for conducting the affairs of the trust and its institutions with powers to nominate.
- 5.3 To decide all questions arising in the administration of the trust hereof and including all questions relating to interpretation of these presents. The administration of any institution maintained by the trust or concerning anything or any matter

Witnesses :-

1) *Uttam Kumar Sahu*

Darshini Narayani

SETTLOR

2) *Sukuman Sahu*



Registering Officer
BARGARH

relating to or connected with or arising out of these presents or operation thereof without prejudicing to the objects of the Trust, the decision of the Board of trustees on all or any of the matters aforesaid shall be final.

- 5.4 To delegate by power of attorney or otherwise by way of a resolution duly passed by the majority of trustees present to any trustee or trustees or any other person or persons, powers and authorities implied by law or conferred by statute or vested in the trustees by these presents. The Board of trustee shall however not be held responsible or liable for the acts or defaults of any such person or persons but only their own respective acts and defaults.
- 5.5 To frame such rules and regulations for the management and Administration of institutions or subsidiaries set up by the trust as they think fit and to alter or vary the same from time to time and make new rules and regulations, provided that such rules and regulations shall in no case be inconsistent with the terms of these presents.
- 5.6 The Board of trustees shall be solely authorized to purchase, sell, construct or hire or take on lease or dispose off any immovable property for all or any of the purpose of this trust at such price/cost or rent and on such terms and conditions and for such period and with or without options for renewals as it may deem fit.
- 5.7 The trustees shall have power to raise or borrow for the purpose of the trust, from time to time in the name of the trust or otherwise on behalf of the trust such sums of money as they may from time to time deem expedient either on the

Witnesses :-

1) Usha Kishore Sen

Dasanur naranur

SETTLOR

2) Sanku man Sathu




Registering Officer
BARGARH

mortgage/hypothecate/pledge of the whole or any part of the property of the Trust or by bonds, debentures, deposits, receipts, promissory notes, with or without security/guaranties or in such other manner as they may consider proper from National/pvt. Sector Banks or any Financial Institutions

- 5.8 The Board of Trustees shall follow the instructions given by any donor who makes substantial contribution towards furtherance of the objects of the Trust, so long as such instructions are not detrimental to the attainment of the objects of the Trust and are in conformity with the provisions of the Income-tax Act, 1961 or other relevant statutes.
- 5.9 To open one or more bank accounts and operate the same or provide for operation of the said accounts by the managing trustee or such other signatory/signatories, as the Board of Trustees may decide.
- 5.10 For the management and administration of the Trust, the Trustees may further elect one amongst themselves for each of the offices General Secretary and Treasurer. The Trustees may create such other office bearer positions in future as may be deemed necessary. The term of the office bearers shall be for 3 years. The office bearers shall be eligible for re-election at the end of the tenure.
- 5.11 The trustees shall have all powers specifically conferred to do things as may be required for the proper conduct and management of the Trust and in the interest of the trust, whenever such powers are not specifically conferred.

Witnesses :-

1) *Uthra w. Sel*

Dasank mmmi lal

SETTLOR

2) *Sukumar Sahu*



Registering Officer
BARGARH

- 5.12 The Managing Trustee shall be authorized and empowered to represent the Board of Trustee in all forums and activities and also they will execute and implement all the decisions of the Board of Trustee.

6. GOVERNING COUNCIL(S) :

- 6.1 The Board of Trustees may constitute/create one or more Governing Council(s) to manage the affairs of the Trust or such other institutions, subsidiary units, activities, events etc. under the control and supervision of "Board of Trustees". The Governing Council(s) shall be selected amongst the Trustees or any other persons. All above mentioned council members shall be subject to such norms and regulations as may be decided by the Board of Trustees from time to time. In case vacating the office of the Governing Council(s) by any member at his pleasure or due to death, the trustees may fill the vacancy by appointing another member.
- 6.2 The Governing Council(s) may be given any rights, authorities, powers, responsibility including powers to operate bank account, to sign any documents on any terms or conditions.

7. ROLES, RESPONSIBILITIES AND POWERS OF THE TRUSTEES

- 7.1 The roles, responsibilities and powers of the trustees in functional capacity are defined below. In addition to these, the Trustees may grant additional roles, responsibilities and powers to any of the Trustees.

Witnesses :-

1) *Uttam Kev Sen*

Dasum nuni

SETTLOR

2) *Sukuman Sahn*




Registering Officer
BARGARH

7.2 CHAIRMAN/CHAIRPERSON:

- 7.2.1 The Chairman/Chairperson shall preside over meeting of the Board of Trustees and have power to do all such act or things as may be necessary to carry out the objective of the trust. The Chairman/Chairperson shall have all the residuary powers, not explicitly assigned to any of the other officers in these presents. The Chairman/Chairperson is authorized to do among other things the following acts and things:
- 7.2.2 In addition to discharging normal duties of a trustee, the Chairman/Chairperson shall preside over all meetings of the Board of Trustees. The Chairman/Chairperson shall be authorized to sign all documents, including bank documents, acknowledgements for the contributions received and agreements with individuals, Government Institutions and other organizations, on behalf of the Board of Trustees.
- 7.2.3 To preside over all trust board/governing council/any committee meetings and have the casting vote thereof.
- 7.2.4 Delegate any of the powers to any other Trustee, and to withdraw and revoke such delegation. In the absence or non-appointment of Managing Trustee the powers and responsibilities shall be undertaken by the Chairman/Chairperson.
- 7.2.5 The Chairman/Chairperson shall have the power to remove a Trustee suffering from physical or mental disability or if he/she is accused of misfeasance of trust funds or property or illegal and/or immoral conduct, misconduct, after satisfying himself/herself on enquiry and such action of the Chairman/Chairperson shall be final.

Witnesses :-

1) Uttam Kumar Saha



SETTLOR

2) Sukuman Saha



Registering ^{DR} Officer
BARGARH

7.3 MANAGING TRUSTEE [MT]:

7.3.1 The MT shall have custody and control of all documents, accounts and bank accounts and all papers relating to the Trust and its properties and which shall remain in his/her custody or in the custody of such other Trustee authorized by him, at the registered office of the Trust.

7.3.2 The MT shall, subject to the control, directions & superintendence of the Board of Trustees, have necessary powers for the purpose of managing, conducting and administering the affairs of the Trust including institutions and establishments, if so, established by the Trust.

7.3.3 The MT shall, subject to the control, directions & superintendence of the Board of Trustees appoint, retain, terminate agents, professionals, attorneys, advocate, solicitors, technical and other personnel or advisors or any other persons such as consultants and auditors for such purposes as shall be beneficial to the trust.

7.4 VICE CHAIRMAN/CHAIRPERSON [VC]:

7.4.1 The VC shall discharge the duties of the Chairman/Chairperson, in the absence of the Chairman/Chairperson of the Trust and shall have the power and authority delegated and assigned to him/her by the Chairman/Chairperson.

7.5 SECRETARY:

7.5.1 The Secretary shall maintain the records of the organization prepare and circulate agenda and minutes of Board of Trustee meeting for the approval of the Board of Trustees.

Witnesses :-

1) *Uttar Lal Saini*

Darshi Ramani Lal...
SETTLOR

2) *Sukumar Saini*




Registering Officer
BARGARH

7.5.2 The Secretary shall be also responsible for the day to day administration activities of the Trust. The Secretary shall deal and respond to correspondence received by the Trust. He/she is responsible for the safe custody of all the properties and records of the Trust. The Secretary shall represent the Trust in all legal matters, sign the papers related to legal cases, attend to courts or represent the Trust in Government offices.

7.6 TREASURER:

7.6.1 The Treasurer will prepare:

- Annual Budget and yearly expenditure statements
- get the expenditure audited by auditor duly appointed by the Board of Trustees & place them before the Board of Trustees for approval.
- Responsible for books of accounts & prepare vouchers for the payments made and contributions/income receipts,
- sign acknowledgments for the amounts or articles received by the Trust

7.6.2 The Treasurer shall be responsible for safe custody of cash, bonds, securities etc. of the Trust. However the bank account opened for various purposes /projects and institutions shall have signatories as may be determined by the Board of Trustees.

8. MEETING OF THE BOARD OF TRUSTEES:

The Board of Trustees should meet at least once in quarter and may meet more often when required.

Witnesses :-

1) Uttam Lal Sahni


SETTLOR

2) Sukuman Sahni



Registering Officer
BARGARH

- 8.1 The meeting of Board of Trustees shall be convened by the Secretary and the Chairman/Chairperson shall preside over the meetings. In the event the Chairman/Chairperson is not able to attend the meeting already convened the VC shall preside over the meeting. In the absence of Chairman/Chairperson and the Vice Chairman/Chairperson, the Trustees present in the meeting may elect one amongst themselves to be the Chairman/Chairperson of the meeting.
- 8.2 One third of the Board of Trustees or a minimum of 2 (two) trustees, whichever is higher, shall constitute the QUORUM for the Board of Trustee meetings.
- 8.3 All decisions shall be carried out by the majority decision of the Board but in the event of equality of votes, the Chairman/Chairperson presiding over the meeting shall have a casting vote.
- 8.4 Any resolution in writing signed by all the Trustees by circulation shall have equal force as though it has been passed at a meeting of the Board of Trustees. The Trustees can have meeting through various modes such as meeting through circulation, electronic means including video conferencing, Zoom, Teams, Meet, Skype etc.
- 8.5 The meeting of the Board shall be conveyed after giving at least a 7 days' notice unless all the Trustees agree to accept a shorter notice.
- 8.6 The Board of Trustees may invite other persons interested in the objects and functioning of the Trust to attend the meetings of the Board, but they shall not be entitled to vote in the meetings of the Board.

Witnesses :-

1) Uthar ice-see

Samir Kumar Sethi

SETTLOR

2) Sukuman Sahu




Registering Officer
BARGARH

8.7 All proceedings of the meeting of the trustees shall be recorded in minutes books kept for the purposes.

9. FINANCIAL YEAR:

The financial year of the trust shall end on the 31st March every year. However the board of trustees shall be at liberty to change the same from time to time if it is deemed necessary due to statutory changes or compliance.

10. EFFECT OF APPOINTMENT OF NEW TRUSTEES:

Upon every such appointment made in pursuance of the last foregoing clauses thereof, the newly appointed Trustees shall have powers and authorities of a Trustee under THESE PRESENTS.

11. ACCOUNTS AND AUDIT:

11.1 The Board of Trustees shall maintain true and correct accounts of the Trust.

11.2 The accounts of the Trust shall be annually audited by a Chartered Accountant appointed by the Board of Trustees and the audited statement of account shall be placed before the Board of Trustees for its approval.

12. TRUST RECORDS:

All record, minutes books, title deeds, papers, registers and documents in relation to the trust shall be maintained and remain at the registered office of the trust and at such place(s) the trust may from time to time determine under the custody of the MT or Secretary.

Witnesses :-

1) Uttam K. Sahu

2) Sukuman Sahu


SETTLOR




Registering Officer
BARGARH

13. POWERS TO DETERMINE QUESTION OF DOUBT OR DIFFICULTY:

It shall be lawful for the Board of Trustees to settle and determine all matters of interpretation of THESE PRESENTS as well as matters of difficulty, doubt or dispute and all questions arising in the course of or incidental to the administration, management and execution of the trusts and powers of THESE PRESENTS and any such settlement or determination shall be valid, binding and conclusive and shall not be objected to or reopened upon any ground whatsoever.

14. POWER TO COMPROMISE:

The Board of Trustees shall have full powers to settle compromise or compound, out of court, all suits, action and other proceedings and to settle all or other proceeding, difference of demand and adjust the settlement of all accounts relating thereto as fully as if they were absolutely entitled to the trust fund and without being answerable for the loss occasioned thereby.

15. POWER TO INVEST TRUST FUND:

The board of Trustees shall hold and utilise any Trust fund/properties by whatever name called to receive the interest, dividends, rents, profits and other income thereof and thereon and utilise such income/surplus for the consolidation, expansion, growth, development and to achieve the purposes/ objects of the Trust. Provided that the income as well as the capital shall be applied only towards charitable purposes as aforesaid and any accumulation of income, will be utilised only for such charitable purposes

Witnesses :-

1) *Usha K. Saha*

2) *Sukuman Saha*

Samir Kumar Saha
SETTLOR



Registering Officer
BARGARH

16. POWER TO REIMBURSE & REMUNERATE:

The Trustees of THESE PRESENTS are entitled to be reimbursed and also to pay and discharge out of the Trust Fund, all expenses incurred by them or on their behalf in or About the execution of the Trusts and powers of THESE PRESENTS in accordance with the decision of the Board of TRUSTEES. The Board of Trustees be also decide to remunerate one or more Trustees for full time services rendered provided such remuneration is reasonable, does not tantamount to any benefits availed on trust and is permissible under the Income Tax laws and other prevailing and relevant statutes.

17. POWER TO MAKE & AMEND RULES:

In addition to the aforesaid Rules, the Trustees, shall from time to time, be entitled to make rules and regulations for the administration and management of the Trust of THESE PRESENTS and all matters incidental to or concerning the same PROVIDED, such rules and regulations shall not be repugnant to or be inconsistent with the provisions of the purposes of the Trust thereof.

If in the opinion of the Trustees, circumstances so require, the Trustees may unanimously make any amendment in the Rules, they may consider necessary for the better management or administration of the Trust activities or for carrying out the objects of the trust. Such power to amend shall be subject to the Income Tax Act and other statutes as may be applicable to an exempt charitable organization.

Witnesses :-

1) *Usha K. Saha*

Suman Kumar Saha
SETTLOR

2) *Sukuman Saha*




Registering Officer
BARGARH

18. POWER TO AMEND OBJECTS AND CLAUSES:

While this Trust shall be irrevocable, the Board of Trustees shall have the power by an special resolution in that behalf to add, alter, amend, modify or terminate any of their objects and purpose of these presents or any power or discretion under these presents which are found contrary to the concept of the public Charitable purpose under Income tax Act, 1961 or any statutory modification or re-enactment thereof, the provision of any other law relating to public charities in India. **Or the amendment are deemed necessary without compromising with the original intent of the Settlor in the spirit of Doctrine of Cy Pres without however affecting in any way the general objects and charitable purpose of the trusts.** The trustees after resolving to alter, amend, modify or terminate any particular object or clause, the same shall thereafter cease to be applicable but without prejudice to the rights of the trustees by similar unanimous resolution to restore any such object or purpose, power or provision either in the original form or with such modification, there to as the trustees may consistently with the provisions of this clause determine. **All alterations / amendments shall be conferred by a DEED OF VARIATION OF TRUST. All alterations / amendments shall be subject to the provisions of the Income Tax Act and other statutes as may be applicable to an exempt charitable organization.**

19. INDEMNITY:

The Trustees shall be indemnified out of the assets of the trust i.e. trust property from and against all suits, proceedings, cost charges, losses, damage and expenses which they or any of them shall or may incur or sustain by reason/reasons of any act done or

Witnesses :-

1) *Uttam Ch. Sen*

Suman Kumar Verma

SETTLOR

2) *Sukumar Sen*




Registering Officer
BARGARH

about the execution of the duty in their respective offices, except such of them as they shall or may incur or sustain by or through their own willful neglect or default respectively and trustees shall not be answerable for the act, receipts, neglect default of any other trustees or for solvency or honesty of any member or other persons with whom any money or effects belonging to the trust may lodged or deposited for safe custody or for insufficiency or may other loss or damage due to any such cause as aforesaid or which may results from the execution of this office the same shall happen through the willful neglect or default of such trustees.

20. THIS TRUST IS DECLARED IRREVOCABLE:

The trust is declared absolutely irrevocable.

21. DISSOLUTION:

In the event of dissolution of the Trust, the entire Trust funds shall be realized and Founder be used for payment of liabilities of the Trust. The assets left if any, shall be disbursed to other Trusts or Associations having similar objectives after obtaining previous approval of the statutory authorities wherever applicable and in no event it shall be distributed in any manner, to any of the Board of Trustees or their relatives or related concerns. Any transfer on dissolution shall be subject to Income Tax Act and other statutes as may be applicable to an exempt charitable organization.

Witnesses :-

1) *Vijay K. S.*

Sarini Kumar Sethi.
SETTLOR

2) *Sukuman Sahu*




Registering Officer
BARGARH

22. JURISDICTION

The competent courts at Bargarh shall have exclusive jurisdiction to decide any question regarding the interpretation and construction of this deed or administration of the Trust and the related matters. In the event of such courts having concurrent jurisdiction with any other court or courts in respect to any claim or dispute against or by the Trust or Trustees or any other matter connected herewith, the competent courts in the state of Odisha at Cuttack shall have jurisdiction to entertain, try and determine such claim or dispute in exclusion of such other court or courts.

23. STATUTORY COMPLIANCE

Nothing contained in this deed shall be deemed to authorize the Trustees to do any act, which may in any way be construed to violate or be contrary to the provisions of sections 2(15), 10(23B), 10(23C), 11, 12, 12A, 12

AA, 13 and/or 80G of the Income Tax Act, 1961 and/or any statutory modifications thereof and all activities of the Trust shall be carried out with a view to benefitting the public at large, without any profit motive and in accordance with the provisions of the Income Tax Act or any statutory modifications thereof. The board of trustees shall ensure compliance to all the statutory provisions applicable to the trust and its activity.

Witnesses :-

1) *Uttam Chandra Saha*

Sarun Kumar Mishra

SETTLOR

2) *Sukuman Saha*




Registering Officer
BARGARH

IN WITNESS WHEREOF the parties hereto have set their respective hands and seals the day and the year Founder herein above mentioned signed, sealed and delivered by the within named Settlor and the Trustees in presence of the witness.

Dasrini nuni lath...
(Dasrini nuni lath...)

SIGNATURE OF SETTLOR

Dasrini nuni lath...
(Dasrini nuni lath...)
Set 8 2 2 2 2
(Set 8 2 2 2 2)
(M. Rajesh)
M. Rajesh
D. Ramtulesi

SIGNATURE OF ALL TRUSTY

Witnesses

- 1) Uttav Kumar Sahu S/O ✓ Sankanta Sahu.
At - Ambasahela. PO - Bargarhela, PS 1051 - Bargarh
Ahar NO - 5339 4930 2837 ✓
- 2) Sukuman Sahu
SUKUMAR SAHU S/O PRAFULLA KUMAR SAHU
At - BARGANDEH PO 105101 - BARGARH Ahar NO 9175 4980 4673 ✓

The Executants are my clients and identified accordingly. This instrument has been drafted by me as per their directions and typed to my dictations by my typist in my office, which has been read over and explained to the executants and after which they have put their signatures in the presence of the witnesses at Bargarh.

Babrubahan Biswal
Advocate, Bargarh
Enr. 411/ 2009
Dt 10.10.2022



e-Registration

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Ruee Wapora
Registering Officer
BARGARH