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# **INDIA NON JUDICIAI**

# **Government of National Capital Territory of Delhi**

### e-Stamp

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

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28-Feb-2014 04:29 PM

IMPACC (IV)/.dl707503/ DELHI/ DL-DLH

SUBIN-DLDL70750353584618139581M

**SUNIL TANDON** 

Article 64 Trust

Not Applicable

(Zero)

SUNIL TANDON

Not Applicable

SUNIL TANDON

300

(Three Hundred only)



Please write or type below this line.....



ANIL MICHDEY/PAN-AYRPS4/18E

THIS DEED OF TRUST executed on this 28th day of FEBRUARY year 2014, BETWEEN

The authenticity of this Stamp Certificate should be verified at "www.shcilestamb.com' available on the website renders it invalid.
 The onus of checking the legitimacy is on the users of the certificate.

3. In case of any discrepancy please inform the Competent Authority.

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Shri SUNIL TANDON son of Late Shri A.K. TANDON resident of D-26, GROUND FLOOR, MARG NO.13, SAKET, NEW DELHI-110017 (Party of the first part) hereinafter called "SETTLER" and also a "TRUSTEE"

AND

1. SHRI. SOMESH SEHGAL S/O (LATE) SHRI. B.R.SEHGAL, of 1013, SANSKRITI APARTMENTS, PLOT 35, SECTOR 10, DWARKA, NEW DELHI-110075 & 2. SHRI. ANIL SACHDEV S/O (LATE) SHRI. S.P.SACHDEV, of BE 20, JANAKPURI, NEW

DELHI-110058

(Hereinafter called "The Trustees" which expression shall unless repugnant to the context or meaning thereof be deemed to include the survivors or survivor of them and the trustees or trustee for the time being of these presents and their heirs, executors and administrators of the last surviving trustee, their or his assignees) of the other part;

WHEREAS the party hereto of the first part is possessed of the sum of Rs. 10,000/- (Rs. Ten Thousand Only) as his absolute property and he is desirous of creating a Charitable Trust for the benefit of the humanity at large.

AND WHEREAS each of the parties hereto of the "Other Part" has individually and jointly agreed to act as Trustees of the Trust, proposed by the party of the first part.

AND WHEREAS nothing contained in this deed shall be deemed to authorize the trustees to do any act which may in any way be construed statutory modifications thereof and all activities of the trust shall be carried out with a view to benefit the public at large, without any profit motive and in accordance with the provisions of the Income-tax Act, 1961 or any statutory modification thereof.

AND WHEREAS each of the parties hereto desire that the Corpus of the Trust may be further augmented from time to time by flow of funds and other assets including moveable and immovable and any other kind by way of Gifts, or Donations, acquisitions, allotments, grant exchange or otherwise etc.

AND WHEREAS the trustees have, at the request of the Settler, agreed to act as the first trustees of these presents as testified by their being parties to and executing these presents.

AND WHEREAS the trust is hereby expressly declared to be a public charitable trust and all the provisions of this deed are to be constituted accordingly.

#### NOW THIS INDENTURE WITNESSTH AS FOLLOWS:

#### 1. SETTLEMENT

The party of the first part, the Settler, does hereby settle the sum of Rs. 10,000/- (Rs. Ten Thousand only) in Trust, with the name and for the objects hereinafter stated, by delivering the said amount in cash which the party of the other party the Trustees, have

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accepted the receipt of which they do hereby acknowledge, to hold the same in and to the Trustees with the powers, provisions, agreements and declarations hereinafter. This sum of Rs. Rs 10,000/- (hereinafter called the 'Trust Fund' which expression shall include cash and any other property or investments of any kind whatsoever into which the same or any part thereof might be converted, invested or varied from time to time or which may be acquired by the trustees or may come to their hands by virtue of these presents or by operation of law or all monies, funds, other movable or immovable properties and incomes thereof which may hereinafter be received by the Board of Trustees from time to time as Gifts, Donations, Grants, Subscriptions or otherwise for the purposes of the Trust and the Trust fund shall vest in the Trustees jointly or otherwise howsoever in relation to these presents), and the trustees shall hold and stand possessed of the same upon the trust subject to the powers, provisions, agreements and declarations hereinafter contained.

#### 2. NAME

The Trust hereby established shall be named as "KOSHIKA FOUNDATION".

#### 3. PLACE

The principal office of the Trust shall be situated at D-26, Ground Floor, Marg No. 13, Saket, New Delhi - 110017 or such other place as the Trustees may from time to time decide. The Trust may also carry on its work at any other place or places, as decided by the Trustees. Branch / administrative offices can be opened in any part of the country for the smooth functioning of the Trust.

#### 4. OBJECTS

- 4.1 To combat illiteracy and promote girl child education.
- 4.2 To promote skill development and provide vocational training for the poor and needy, particularly girls/women.
- 4.3 To promote and protect the rights of a girl child and increase the awareness about her needs and potential.
- 4.4 To eradicate violence against the girl child and women.
- 4.5 To eradicate negative cultural attitudes, bias and practices against girls and women.
- 4.6 To help increase the social, economical and political participation of girls/women in the society.
- 4.7 To organize and participate in Health, Educational and Welfare programmes for the poor and needy.
- 4.8 To organize vocational training for the poor and needy, particularly girls/women.
- 4.9 To provide Eye care and other health care facilities to the poor and needy.
- 4.10 To provide medical aid and other assistance, aimed at saving eyesight and lives, to the poor and needy who are incapable or handicapped or financially needy.
- 4.11 To provide various medical services such as organizing health and awareness and treatment camps of Immunization, Eye Care, Motherhood, Nutrition, Child Care, and Communicable diseases etc.
- 4.12 To establish, develop, maintain and grant aid in cash or in kind to hospitals, medical schools, medical colleges, nursing institutions, dispensaries,

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#### Deed Related Detail

SUPPLEMENTARY TRUST Deed Name TRUST **Land Detail** Tehsil/Sub Tehsil SR V A Hauz Khas **Building Type** Village/City Saket Place (Segment) Saket Property Type Residential Road No .: , Property Address House No.:, Area of Property 0.00 0.00 0.00 Money Related Detail Consideration Value 0.00 Rupees Stamp Duty Paid 300.00 Rupees Value of Registration Fee 1,000.00 Rupees Pasting Fee 100.00 Ruppes Transfer Duty 0 Rupees Government Duty 300 Rupees

This document of TRUST

SUPPLEMENTARY TRUST

Presented by: Sh/Smt.

between the hours of

KOSHIKA FOUNDATION TH SETLER

SIMII TANDON

day Wednesday

in the office of the Sub Registrar, Delhi this 05/03/2014 11:20:51AM

SR V A Hauz Khas Delhi/New Delhi

D-26 GF MARG NO. 13 SAKET NEW DELHI

Signature of Presenter

Execution admitted by the said Shri / Ms.

KOSHIKA FOUNDATION TH SETLER SUNIL TANDON

and Shri/Ms.

NP

Who is/are identified by Shri/Smt/Km. PAWAN KUMAR S/o W/office VED PRAKASH R/o 3868 GALI MANDIR WALI PAHARI

and Shri/Smt./Km DEEPAK SINGUS W/o D/o MEHAR SINGUS SARYAVARAN COMPLEX IGNOU ROAD SOUTH OF SAKET

Marginal Witness). Witness No. 11 known to me.

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

Certified that the left (or Right, as the case may be) hand thumb the sion of the executant has been affixed in my presence

Registrar/Sub Registrar

SR V A Hauz Khas

Delhi/New Delhi

Date 05/03/2014

- maternity homes, child welfare centres and/or such other similar charitable institutions in India for the benefit and use of the general public.
- 4.13 To establish, run, support and grant aid or other financial assistance to schools, colleges, libraries, reading rooms, universities, laboratories, research and other institutions of like nature in India, for use of the students and the staff and also for the development and advancement of education and diffusion of knowledge amongst the public in general.
- 4.14 To establish, maintain and run studentships, scholarships and render aid to students including supply of books, stipends, medals and other incentives to study and acquire skills.
- 4.15 To promote, establish, support, maintain or grant aid to institutions for the promotion of science, literature, music, drama and fine arts, for the preservation of historical monuments and for the research and other institutions, in India, having similar objectives for the benefit of the public in general.
- 4.16 To establish, maintain or grant aid for the establishment and/or maintenance of parks, gardens, gymnasiums, sports clubs, dharamshalas and rest houses, for use by public in general.
- 4.17 To establish, maintain or grant aid to homes for the aged, orphanages or other establishments for the relief and help to the poor, needy and destitute people, orphans, widows and aged persons.
- 4.18 To establish and develop institutions for the physically handicapped and disabled or mentally retarded persons and to provide them education, food, clothing and/or other help.
- 4.19 To grant relief and assistance to the needy victims during natural calamities such as famine, earth quake, flood, fire, pestilence, etc. and to give donations and other assistance to institutions, establishments or persons engaged in such relief work.
- 4.20 To help eradicate the exploitation and abuse of Children.
- 4.21 To help the Youth in improving their Knowledge & developing their skills.
- 4.22 To construct, repair and manage marghats, cemetries and burial grounds.
- 4.23 To grant aid or render assistance to other public charitable trusts or institutions.
- 4.24 To do any or all such other acts for charitable purposes for public benefit as the Trustees may deem fit
- 4.25 Other objects of general public utility -
  - a. to undertake any other activity incidental to the above activities but which are not inconsistent with the above objects.

PROVIDED the Trust may assist/donate the other TRUST to carry out the various objects mentioned in the objects clause in such manner and to the extent the Trustees may decide upon from time to time.

#### 5. NUMBER OF TRUSTEES

The number of Trustees including the Settler shall not be less than three and not more than 10 persons. The Board of Trustees shall nominate and invite person/persons to be the other trustees for such period, as they may deem fit and proper.

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#### 6. TERM OF OFFICE OF THE TRUSTEES

The first three Trustees as mentioned in the first para of the Deed will hold office for life. Additional Trustees appointed shall hold office for such duration as may be specified by the Board of Trustees.

#### 7. PRESIDENT

The Board of Trustees may appoint a President for the administration of this Trust, nominated from amongst the Trustees as specified in para (5) above or inducted from outside, for such period and in such manner as may be specified in this behalf.

#### 8. MANAGING TRUSTEE

- The day-to-day administration of the Trust shall be looked after by the Managing Trustee under the guidance, control and supervision of the Board of Trustees.
- ii. The Board of Trustees shall nominate one amongst the trustees as specified in para (5) above to be the Managing Trustee, who shall hold office for such period, as may be decided by the Board of Trustees.
- iii. The Managing Trustee shall perform all functions, discharge such duties as are specifically entrusted to him/her in writing by the Board of Trustees.

#### 9. VACANCIES

Any vacancy among the Members of the Board of Trustees may be filled by the Trustees, if deemed necessary to fill such vacancy, or their successors and they shall hold office for such duration as may be specified by the Board of Trustees. Any of the trustees may retire on giving one month's notice in writing to the other trustee(s). Such notice will be sent to the President/Managing Trustee by e-mail or courier or post evidencing delivery. If any trustee dies or retires or becomes incapable or unfit to act, the continuing or surviving trustee or trustees may appoint a successor in the place of such trustee if deemed necessary to fill such vacancy. A person shall cease to be a Trustee either: (i) if he/she without leave of absence does not attend three consecutive meetings of the Trustees or for one calendar year, whichever is longer, or (ii) if he/she is requested to resign by  $2/3^{rd}$  or as near thereto as possible of the remaining Trustees.

If at any time the number of the trustees is less than three, the existing trustee shall appoint one or more trustees.

#### 10. TERMINATION OF OFFICE OF THE TRUSTEES

Trustee shall cease to hold office:

- i. If he/she dies,
- ii. If he/she resigns,
- iii. If he/she is adjudged insolvent or found guilty of an offence involving moral turpitude.
- iv. If he/she is convicted in a Court of Law for any violation of any act applicable at any point in time.
- v. If he/she is found to have acted against the interest of the Trust

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- vi. If it is decided by 2/3<sup>rd</sup> or as near thereto as possible of the remaining Trustees that his/her continuation in the Office is against the interest of the Trust
- vii. Upon expiry of the period up to which the Board of Trustees have nominated the trustee.

#### 11. MEETING AND PROCEEDINGS OF THE TRUSTEES

The Trustees shall ordinarily meet once in 3 months or as often as may be necessary for the satisfactory conduct of the affairs of the Trust. Chairman of the meetings will be appointed at the initial meeting of the Trust. Board of Trustees will elect their Chairman for a period of three years. In the absence of the Chairman one of the Trustees may be appointed as Chairman of the meeting.

A minute book shall be kept by the Managing Trustee. All proceedings of the meeting of the Board of Trustees shall be entered in the minute book and shall be signed by the Chairman of the same Meeting.

#### 12. NOTICE

7 days notice shall ordinarily be given in writing for a meeting of the Board of Trustees. The Annual Meeting will be held at the office of the Trust and all other meetings can be held anywhere using Skype/video conferencing/tele-conferencing etc. In person attendance except for the Annual Meeting is not compulsory.

#### 13. QUORUM

The Quorum for the Meeting of the Board of Trustees shall be a simple majority of the total number of Trustees on the Board.

# 14 VOTING

Decisions of the Board of Trustees may be made at a meeting or by circulation of papers to them. Normal matters of routine nature may be circulated and decision obtained. The important matters are to be decided at the meeting. All the matters arising for disposal shall be decided by a majority of the Board of trustees present at the Meeting. Chairman of the Board of Trustees shall have a casting vote in the event of equality of votes, in addition to his/her own vote.

#### 15. FUNDS

The Trustees may accept donations, grants, subscriptions, aids or contributions from any person, Government, Local authorities or any other charitable institutions whether in India or outside India, in cash or in kind including immovable property without any encumbrance, but the Trustees shall not accept any receipt with any condition or terms inconsistent with the objects of the Trusts. While applying such receipts to the objects, the Trustees shall respect the directions, if any, by the granter. Any receipt with specific direction to treat the same as part of the corpus of the Trust or separate fund shall be maintained accordingly.

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#### 16. INVESTMENTS

- i. All monies, which is not immediately required for current needs shall be invested by the Trustees in eligible securities and investments, or in banks. Such investments shall be in the name of Trust.
- ii. The Trustees shall invest the Trust fund in government securities, saving certificates, fixed deposits or in any other form of investments authorized under provisions of INDIAN TRUST ACT and INDIAN INCOME TAX ACT, 1961, as they shall deem expedient, and to alter, vary or transpose such investments, from time to time at the discretion of and by the approval of the trustees.
- iii. That the trustees shall manage the trust fund and investments thereof as a prudent man would do the same. They shall recover all out-standings and meet all recurring and other expenses incurred in the upkeep or management thereof.
- iv. That the trustees shall receive and hold the income of the trust on behalf and for the benefit of the beneficiaries under the trust.

#### 17. APPLICATION OF THE PROPERTIES OF THE TRUST

- i. To apply the whole or any part of the income of the trust, or the trust fund or accumulations thereto, to any one or more of the objectives of the trust, as the trustees may, in their discretion, deem fit from time to time.
- ii. All the incomes, earnings, movable / immovable properties of the trust shall be solely utilized and applied towards the promotion of its aims and objectives only as set forth in the Deed of the trust and no profit thereof shall be paid or transferred directly or indirectly by way of dividends, bonus, profits or in any other manner whatsoever to the present or past or future members of the trust or to any person claiming through any one or more of the present or past or future members.
- iii. No member of the trust shall have any personal claim on any moveable or immovable properties of the trust or make any profits, whatsoever, by virtue of this membership.
- iv. No expenses of or for any Trustee such as Travelling expenses or any other out-of-pocket expenses etc shall be paid by the Trust. Such expenses, if incurred by any Trustee, shall be borne by the Trustee in the spirit of "sevabhav".
- v. Any expenses to be incurred by any staff member of the Trust must be preapproved by minimum 2 Trustees preferably the Managing Trustee & Treasurer. Such expenses will be paid or reimbursed only after approval by the said Trustees. Necessary bills/invoices must be submitted by the concerned staff member against all such payments. Total amount of all such expenses to be paid & booked as expenses in the Trust's books of accounts, in any financial year, will not exceed a reasonable amount out of the total receipts in the previous financial year.
- vi. Expenses for creating the Trust's website and it's hosting & maintenance will be paid as approved by minimum 2 Trustees.
- vii. All payments to outside parties & disbursement of salaries etc to staff will be made by Account-payee cheques only.
- viii. No salaries will be paid to any Trustees.
- ix. The Trust will not invest in or hold ownership of any movable property for it's own use, except to invest in or hold ownership of any vehicles which may be donated for use as Ambulances & Hearses and for similar use for public good.

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- x. The Trust will not invest in or hold ownership of any immovable property. If any immovable property is received by the Trust by way of donation or gift, the same will be encashed and the cash proceeds thereof deposited in the Trust's bank account(s). For selling and encashment of any such property, a team of minimum 2 Trustees or of a suitable number of Trustees as appointed by the Board of the Trust (comprising the requisite quorum) will identify, negotiate terms with & appoint an eminent Real Estate firm/consultant. The terms & conditions negotiated with such a Real Estate firm/consultant will be approved by the requisite quorum of the Board of the Trust. The said Real Estate firm/consultant will guide the Trust about the market value of the property, identify prospective buyers and place before the Board of the Trust, the bids from prospective buyers. The successful bidder will be chosen by the requisite quorum of the Board of the Trust. All payments against sale of such property will be accepted by cheque(s) only, and all such payments will be deposited in the bank account(s) of the Trust.
- xi. The trust shall not give any guarantee of the assets and property of the Trust, including bank guarantee(s) on behalf of the Trust to corporate bodies, persons, firms, institutions, unless such guarantees are required for the purpose of running the affairs of the Trust or of the programmes operated by the Trust.

#### 18. POWER OF TRUSTEES

That the trustees shall have the following powers:

- to manage all the assets and/or properties of the trust including the conduct of business;
- ii. to appoint employees and to settle the terms of their service, remuneration and termination:
- iii. to look into the management of the trust;
- iv. to sell, alter, vary, transpose or otherwise dispose or alienate the trust properties or any investment representing the same for consideration and to reinvest the same;
- v. to pledge or mortgage the trust properties for raising loans; such loans must be only for the use of the Trust and/or the programmes operated by the Trust.
- vi. to open the bank accounts in the name and on behalf of the trust and to operate the same;
- vii. To enter into a partnership on behalf of the trust with any other party or parties; such partnership must be only for the achievement and furtherance of the objectives of the Trust.
- viii. To pay all charges, impositions and other outgoings payable in respect of the trust properties and also to pay all cost of the incidental to the administration and management of the trust properties;
- ix. To file suit on behalf of the trust and to refer to arbitration all actions proceedings and disputes touching the trust properties and to compromise and compound the suits filed;
- x. To accept any gift, donation or contribution in cash or in kind from anyone for the objects of the trust;
- xi. To seek legal opinion of lawyers and/or Chartered Accountants as and when required;
- xii. To nominate their representatives for any of the aforesaid purposes.
- xiii. Upon the appointment of a new trustee the trust properties shall vest in the new trustee jointly with the continuing or surviving trustees, with the duties and power of the trustees set out hereinabove in this deed.

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xiv. The Trustees shall have the power to determine in case of doubt whether any moneys or property shall for the purpose of the charity be considered as capital or income and whether out of income or capital any expenses or outgoings ought to be paid or borne and every such determination shall be binding and conclusive provided that nothing contained shall be deemed to authorise the Trustees to spend the income or corpus of the Trust for any purpose not authorised by these presents.

#### 19. RIGHTS OF TRUSTEES

- i. Every trustee will be at liberty to nominate or appoint attorneys or agents and to delegate all or any of the duties and powers vested in him to such attorney or agent, and to remove such attorney or agent and reappoint other or others in his place.
- ii. No trustee shall be responsible or liable for any loss or any act of omission or commission by his constituted attorney or agent or employees or other trustees unless occasioned by his wilful neglect or default.
- iii. The Trustees shall be accountable only for such moneys, stocks, shares and funds as shall actually come into their hands and a Trustee shall not be answerable or accountable for neglect, default, acts of omission or commission of the other Trustees, nor of any banker or other person with whom the trust assets & properties or any securities may have been deposited or kept.

# 20. THE BOARD OF TRUSTEES SHALL HAVE THE FOLLOWING ADDITIONAL POWERS

- i. To apply for and accept donations, contributions, grants, subscription in cash or in kind from any person, company, firm, association, organizations, government, non government or semi government agencies, national or foreign individuals and funding agencies, family Trust, or corporate bodies for furtherance and achievement of the objectives of the Trust. Such inflows of money may be accepted either in cash or cheques or demand drafts or through bank transfers or through payment gateways on the Internet or through other solutions as may become feasible/available in the future.
- ii. To manage the assets and funds of the Trust, from time to time, and frame such regulations (not being inconsistent with this deed) as they may think fit for and necessary for the purposes of such management and control or in connection with the execution of any of the subjects herein contained or powers hereby vested in them and they may rescind or alter any such regulations.
- iii. To review the affairs of the Trust from time to time.
- iv. To appoint officers and members of staff for the Trust and to prescribe their terms & conditions of service. These terms & conditions of service of employees & staff of the trust will need an approval by the Board of Trustees.
- v. To borrow or raise loans with or without security or to invite donation and financial help. Such loans must be only for the use of the Trust and/or the programmes operated by the Trust.
- vi. To gift, lease, and transfer the immovable and moveable properties of the Trust to persons or other Public Charitable Trusts in the course of achieving the stated objectives of the Trust for welfare of the public. No

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# 20. THE BOMBLE OF REUSTLES CHALL TAYS THE FOU DWING ADDITIONAL POWERS

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immovable and moveable properties or monies of the Trust will be gifted or leased or donated or transferred to any other Trust in which any of the existing Trustees are interested as either members or Trustees or in any other capacity.

- vii. To adjust, settle, compromise, compound, refer to arbitration, all actions, suits, claims, demands and proceedings relating to Trust's assets and properties and regarding the Trust Fund and activities of the Trust.
- viii. To initiate steps to comply with statutory rules and laws and take all necessary registrations in this regard for the smooth functioning of the Trust.
- ix. To authorize person(s) to sign or execute documents on behalf of the Trust.
- x. To grant receipts for aid or donation received. Such receipts will be issued by the person(s) nominated by the Board of Trustees.
- xi. To grant Special Power of Attorney to represent the Trustees in connection with any legal or other proceedings.
- xii. To appoint lawyers, pleaders, advocates to file and defend suit or suits filed for and against the Trust or in the name of the Trust and also file suits for financial and other disputes or dues with different parties and sign and execute such applications, petition documents for such proceedings and delegate powers to the officers(s), employee(s), staff(s) and Trustee(s) for such proceedings(s) as required from time to time.
- xiii. To appoint new member or members of Board of Trustees. Any financial donations to the Trust will not automatically entitle the donor for nomination/appointment as a Trustee. The main deciding factor in favour of such nomination/appointment will be if such a new Trustee is likely to contribute meaningfully, whether in cash or in kind, to the success of the objectives of the Trust, in the sole judgement of the Board of Trustees.
- xiv. To discharge any of the Trustees, who becomes bankrupt or acts in any manner prejudicial to the interest or objects of the Trust or is convicted of an offence involving moral turpitude or becomes of unsound mind or is otherwise unfit to continue as Trustee.
- xv. To appoint from time to time on such terms and conditions as they may determine a Secretary, Manager, Executive Director, Director(s) and other officer(s) or members(s) of staff for carrying out the activities of the Trust and to remove at any time any such Secretary, Manager, Executive Director, Director(s) and other officer(s) or members(s) of staff.
- xvi. After defraying all necessary expenses incurred in the collection or realization of the income from the Trust, ten percent (10%) of the balance of the income shall be kept in a reserve fund to be utilized when, in the opinion of the Board of Trustees, there is any emergency, and the remaining 90% income may be utilized for the purpose of achieving the objectives of the Trust. The amount of funds to be kept in the reserve fund may be varied as decided by at least 2/3<sup>rd</sup> of the total number of Trustees, from time to time.
- xvii. To join, co-operate or amalgamate this trust with other Trust(s) or takeover other Trust(s) having kindred or allied objects, upon such terms and conditions as the trustees may in their discretion think fit, particularly having regard to and in conformity with the objects and nature of this Trust.
- xviii. To transfer and hand over the Trust to any other Society, Corporation, Institution, Trust or Organisation on such terms and conditions as the Trustees shall in their absolute discretion think fit and proper, with the powers, provisions, agreements and declarations, appearing and contained in these presents subject to such modifications as may be

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necessary and consequent to such transfer of the Trust fund. The Trustees for the time being of these presents shall become discharged from the Trust hereof relating to Trust Funds so transferred.

#### 21. BANKING ACCOUNT

To open account in the name of the Trust and/or Institutions run/conducted by the Trust, with a Bank or Banks, and to operate such account(s) and to give instructions to the Bank(s) and to provide for opening and operation of such account(s) by two or more of the Trustees. The Trustees entrusted with the power to open & operate the Trust's bank accounts, will be nominated by the Board of Trustees. All income, subscription and pecuniary donations for the general purposes of the Trust and the income, investments and all other moneys from time to time forming part of the general revenue of the Trust shall on the same being received be paid into a banking account with any scheduled bank for the purpose of the Trust. The bank accounts shall be operated by the Managing Trustee along with any one of the remaining Trustees to be nominated by the Board of Trustees.

#### 22. ACCOUNTS AND AUDIT

- The Trustee shall keep proper books of account of all the assets, liabilities and income and expenditure of the Trust and shall prepare an Income and Expenditure Account and Balance Sheet for every year as on the last day of March.
- ii. The financial/accounting year for the Trust shall be from 1st April to 31st March each year, and the accounts of Trust or institution(s) or programme(s) run by the Trust shall be audited yearly by the auditors(s) or chartered accountant or a firm of chartered accountants to be appointed by the Board of Trustees and the fee for auditor(s), if paid, shall be a part of outgoing amounts from the Trust Funds and the audited accounts shall be placed at a meeting of the Trustees, which shall be held before the end of the succeeding year.

#### 23. AMALGAMATION

The trustees may amalgamate the trust with another Charitable Trust or Institution having similar objects with prior permission of the Registering Authority or any law as may be applicable for the time being.

#### 24. WINDING UP

In the event of dissolution or winding up of the Trust the assets remaining as on the date of dissolution shall under no circumstances be distributed amongst the Trustees but the same shall be transferred to some other similar Trust/Organisation whose objects are similar to those of this Trust with the permission of the Charity Commissioner / Court / any other law as may be applicable for the time being. Alternatively, the assets of the Trust, upon it's dissolution, may be transferred to or encashed and paid into a fund run for public good, such as The Prime Minister's Relief Fund or any other similar Fund, as may be decided by the Board of Trustees.

The Trustees shall be indemnified against all losses and liabilities incurred by them in the execution of the Trust and shall have a lien over the funds and properties of the Trust for

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such indemnity. The decision to so indemnify the Trustees will be taken by at least 2/3<sup>rd</sup> of the total number of Trustees.

IN WITNESS WHEREOF, The Parties hereunto have signed and delivered the presents on the day and year first hereinabove written.

SETTLER

(Sunil Tandon) PAN No.: AACPT6155D

WITNESS:

1. TRUSTEE

(Sunil Tandon) PAN No.: AACPT6155D

1. POWOMENMAR
PAWAN KUMAR
H.NO. 3868 GALI MANDIR WALL
PAHARI DHIRAJ DELHI-6
PAN NO. AOKPK4696L

2. TRUSTEE \_

(Somesh Sehgal)
PAN No.: ABLPS8030N

2. JEFPAK SI NAH
C-8/A Palaveran Complex
IGNOUS Dood South of Saket

New Delly 10030

P.N MO BJEPS6798H

3. TRUSTEE

(Anil Sachdev)
PAN No.: AYRPS4118E

Reg. No.

Reg. Year

Book No.

222

2014-2015

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**IInd Party** 

Witness

Ist Party

KOSHIKA FOUNDATION TH SETLER SUNIL TANDON

**IInd Party** 

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Witness

PAWAN KUMAR, DEEPAK SINGH

Certificate (Section 60)

Registration No.222

in Book No.4 Vol No 59

on page 160 to 171 on this date

05/03/2014 5:06:19PM

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

day Wednesday

Sub Registrar

SR V A Hauz Khas

New Delhi/Delhi

Date 05/03/2014 17:47:05

THE SEAS