

Trust Deed

THIS DEED OF TRUST made on this 13th day of December, year 2017 by Mr Savin Bansal, Addl CEO, Uttarakhand Tourism Development Board, Dehradun, R/o UTDB Garhi Cantt, Dehradun, hereinafter referred to as the "**Author/ Settler**" of the Trust, which expression shall unless repugnant to the context or meaning thereof, includes his heirs, legal representatives, executors, transferees, administrators, etc.

AND WHEREAS the Author of the Trust is possessed of and otherwise well and sufficiently entitled to the sum of 10000/- (Rupees Ten thousands only) hereinafter referred to as the "said funds" and that the Author of the Trust desires to irrevocably endow the said funds upon the aforesaid Trust for the aims and objectives which are more fully specified in the Article 4 of the present Trust Deed throughout the State of Uttarakhand/ Union of India hereinafter expressed and contained in these presents and in pursuance of such desire have already transferred paid and handed over the said funds to the trustees mentioned below.

AND WHEREAS it is the desire of the Author of the Trust that the Corpus of the Trust may be further augmented, supplemented, modified, increased or decreased, from time to time, by flow of funds and other assets, including moveable and immovable and/or any other kind by way of Gifts, Donations, Acquisitions, Allotments, Grant, Merger, Amalgamation, Exchange etc. or otherwise from any entity, individual, company, proprietor, person, government, country, corporation, trust, society, firm, N.G.O. etc..

AND WHEREAS the author may from time to time by way of transfer or otherwise, irrevocably endow or convey upon the Trust, such movable or immovable properties which he may own or possess, in future.

NOW THIS DEED OF TRUST WITNESSETH AS UNDER :

Now therefore I, Mr Savin Bansal, Addl. C.E.O., Uttarakhand Tourism Development Board, Dehradun, R/o UTDB Garhi Cantt, Dehradun, 248001, Uttarakhand, India hereby create a Trust and vest the Trust with, convey and endow, a sum Rs 10,000/- (Rupees Ten Thousands only) for the objectives and towards working of the Trust, following are the ingredients of Trust.



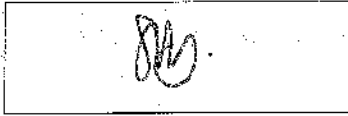
बही संख्या 4 रजिस्ट्रीकरण संख्या 784 वर्ष 2017

Trust (Movable)

Trust (Movable)

रजिस्ट्रेशन शुल्क	प्रतिलिपि शुल्क	इलेक्ट्रॉनिक प्रोसेसिंग शुल्क	कुल योग	शब्द लगभग
₹ 200.00	₹ 10.00	₹ 420.00	₹ 630.00	1,000

मैं सब-रजिस्ट्रार देहरादून, तृतीय सविन बंसल द्वारा वी एस चौहान के प्रार्थना पत्र बाबत कमीशन दिनांक 13 Dec 2017 के अनुसार आज दिनांक 13 Dec 2017 समय मध्य 6PM व 7PM उनके द्वारा निर्धारित स्थान सचिवालय देहरादून पहुंचा। जहाँ पर श्री सविन बंसल (अपर मुख्य कार्यकारी अधिकारी), 0 निवासी यू टी डी बी देहरादून, ने यह विलेख निबंधन हेतु मेरे समक्ष प्रस्तुत किया।



सविन बंसल (अपर मुख्य कार्यकारी अधिकारी
)

उपनिबंधक
देहरादून, तृतीय
13-Dec-2017

इस लेख पत्र का निष्पादन विलेख में लिखित तथ्यों को सुन व समझकर श्री सविन बंसल (अपर मुख्य कार्यकारी अधिकारी), 0 निवासी यू टी डी बी देहरादून ने प्रलेखानुसार निष्पादन स्वीकार किया। इस लेखपत्र का निष्पादन प्रलेखानुसार श्री 0 पुत्र श्री 0 निवासी 0 ने भी स्वीकार किया।

जिनकी पहचान श्री वी एस चौहान पुत्र श्री स्व यू आर सिंह निवासी यू टी डी बी गढ़ी कैंट देहरादून तथा श्री वाई के गंगवार पुत्र श्री दुर्गा प्रसाद गंगवार निवासी यू टी डी बी गढ़ी कैंट देहरादून ने की।

उपनिबंधक
देहरादून, तृतीय
13-Dec-2017

1 NAME:

The Trust hereby formed and established shall be named as, "SHRI KEDARNATH
UTTHAN CHARITABLE TRUST".

2 REGISTERED OFFICE:

The registered office of the said trust shall be at UTDB, Garhi Cantt, Dehradun,
248001, Uttarakhand, India. Provided that the registered office of the Trust may
shift at such other place as the Trustees may from time to time think fit.

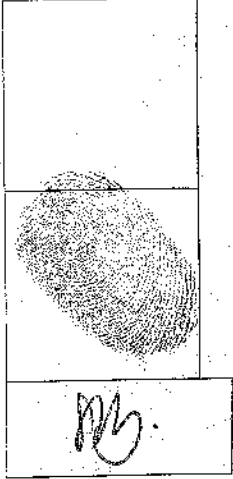
3 NATURE OF TRUST:

Notwithstanding anything contained hereinabove or in presents stated
hereinafter, the trust hereby formed and established is and shall always remain, a
public and charitable trust, it's day to day dealing(s), management powers etc.
whereof lying always with the "Trustees."

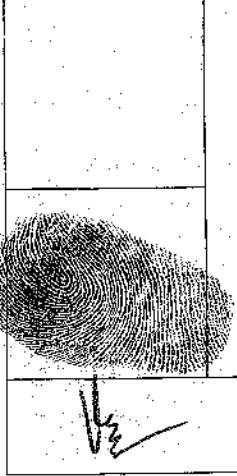
4 AIMS AND OBJECTS OF THE TRUST:

- a. To provide for, rehabilitation of natural calamity victims, survivors and
their family members;
- b. To arrange for manpower and to provide for repair, construction,
reconstruction, development, redevelopment, renovation, of any road,
railway track, bridge, dam, electric supply, water supply, hospital, power
backup, tent(s), centre(s), clinic(s), crop protection, financial aid, material
aid etc.
- c. To provide for awareness, education, measures, protection, detection,
research and development on the subject/ topic of natural Calamities;
- d. To aid, assist, uplift the standard of living of natural calamity victims,
survivors and their family members;
- e. To raise fund(s), collect fund(s), distribute fund(s), fund, to accept grant(s),
to accept aid(s), to accept monetary assistance, to receive donation(s), to
receive contributions, to accept assistance aid in cash and/or kind, in any

बही संख्या 4 रजिस्ट्रीकरण संख्या 784 वर्ष 2017



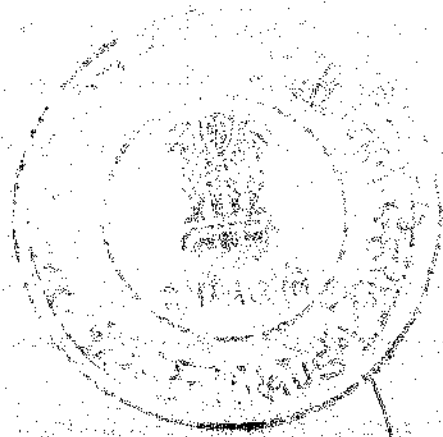
सविन बंसल (अपर
मुख्य कार्यकारी
अधिकारी)



वी एस चौहान



वाई के गंगवार



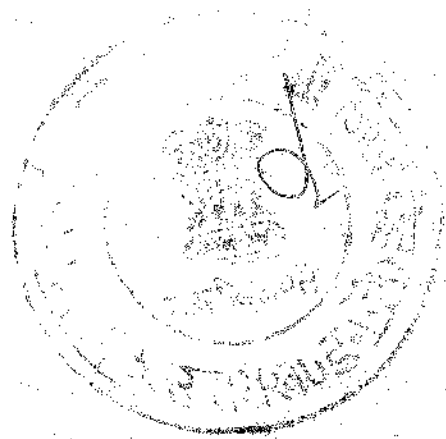
प्रतिज्ञ एवं साक्षीगण भद्र प्रतीत होते हैं। सभी के अंगुष्ठ चिन्ह नियमानुसार लिये गये हैं।

रजिस्ट्रीकर्ता अधिकारी /
उप-निबंधक, देहरादून, तृतीय
13 Dec 2017

legal form, way, manner and means to further the aims and objects of the trust and to deal with the same as the trustees may think fit, for the purpose of the trust;

- f. To associate, join hands, amalgamate, take over, run, supervise, authorize, any other charitable entity/ agency carrying out same/ similar charitable activities/ trust(s)/ societies, NGO's etc.;
- g. To make provisions for imparting education, job creation, vocational training, handicraft, financing for micro, small and medium business(s) for promotion of local economy of an area,
- h. To provide immediate and short term relief to victims and families suffering from drought, earthquake, flood, fire, cyclone, epidemic, famine, plague, storm, pestilence, accident and to displaced families and victims;
- i. To provide for protection, preservation and restoration of heritage and archaeologically importance;
- j. To support the livelihood of the inhabitants, victims and their family members who have been adversely affected by the natural disaster and natural calamity of year 2013.
- k. To buy, acquire, hold or possess, by transfer or otherwise, to develop and maintain such properties, movable or immovable which the Trust may possess and own from time to time.
- l. To charge any reasonable fees, rent, charge or otherwise from any person(s), for their use, for the outlay and expenses incurred or to be incurred in upkeep and maintenance of institutions established or about to be established under the present Trust deed.





- m. To receive and maintain fund or funds and to administer and apply the income and principal thereof for the furtherance of the objects of the Trust.
- n. To take up any other activities as deemed appropriate towards public interest as and when decided by the Trustees.
- o. The Trust may as per the decision of the Trustees pay out salaries, stipends, fees, expenses, interest, compensation, damages, maintenance etc on such terms, if any, as they may deem.
- p. The Trust hereby formed and established shall be a Public Trust and majority of income/s of the Trust and Institutions run by the Trust shall be utilized towards promotion of aims and objects of the Trust only. The Trust has been formed and established to do all act/s which may lead to the promotion of welfare activities in India, including related and all other incidental or ancillary activities, throughout Union of India.

In the event of winding up of the Trust at any point, the whole of the corpus fund and other funds, all movable and immovable properties belonging to the Trust or the Institution(S) run by the Trust shall only be transferred to such other Individual(s), Body Corporate, Private Trust or Institution(s) as the Trustees may think fit.

5 CONSTITUTION OF TRUST

- a. The Trustee for life shall constitute the initial Board of Trustees, shall have the exclusive power and discretion to nominate and invite person or persons to be the other trustees for such period, and even appoint Trustees for Life, as he may deem fit and proper.
- b. That there shall be a Managing Trustee/chairperson of the Trust (EX-officio and he shall have the right to exercise all the executive powers. In case the abovementioned Chairperson dies or expresses his desires to be



discharged or retired, or becomes insolvent or becomes physically or mentally unfit for acting as the chairperson of the present Trust, all prospective chairperson shall be elected by the Trustees from among themselves on such terms and condition to be decided by the Trustees for life at the time of such election. Clarified that it shall be legal for any person to hold the post of Chairperson and the post of Trustee at the same juncture at any given period of time

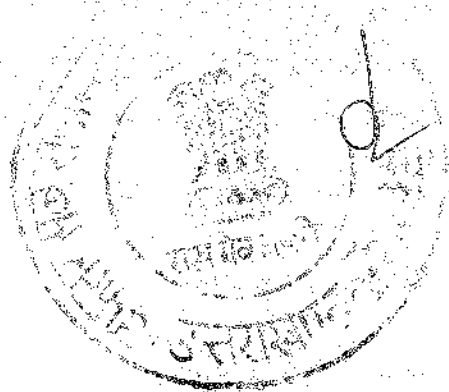
- c. The day-today administration of the Trust shall be looked after by the Chairperson under the guidance, control and supervision of the Board of Trustees. The Board of Trustees shall nominate one amongst the trustees as earlier specified above to be the Managing Trustee, who shall hold office for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

6 OFFICE BEARER OF TRUST

The office bearers of the Trust shall be appointed by the trust either by selection or by nomination by mutual agreements either from the existing trustees or from members of general public. The following shall be the office bearers of the Trust :

- a. President/Chairperson/Managing Trustee – Ex Officio Chief Secretary
- b. Secretary - Ex Officio - Secretary, Tourism
- c. Treasurer - Ex Officio - Secretary, Finance
- d. Trustees/Members as follows –
 - i) Ex Officio Secretary Industries
 - ii) Ex Officio Secretary Disaster Management
 - iii) Ex Officio Secretary Social Welfare
 - iv) Ex Officio Secretary Culture





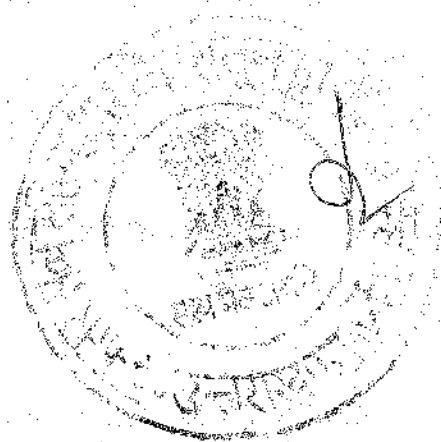
Such other posts as may be deemed necessary may be created for the functioning of the trust or for all or any Institution(s) run by the trust for a specified period of time in writing.

7 TRUSTEE(S) AND THEIR APPOINTMENT

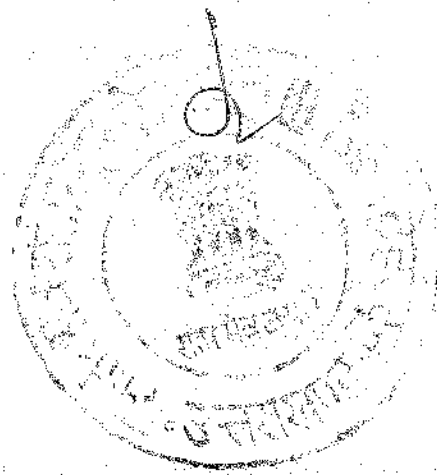
- a. If any Trustee appointed as abovementioned die or desires to be discharged or refuses to act as a trustee or becomes physically or mentally unfit or incapable or to be adjudged bankrupt or become insolvent then and in every such so often as the same may happen it shall be lawful for the surviving or continuing Trustees for the time being of these presents, to appoint such new trustees for filling up vacancies in the manner provided hereinabove.
- b. Notwithstanding anything contained in abovementioned, the person nominated by the Trustees as Managing Trustee, shall hold the office of the trust in his place for his respective life after the demise, retirement or on occurrence of any other contingency in place of such Trustee for life and after the subrogation such person shall become the new Trustee for life. The nomination of such person shall be revealed in writing before the Board of trustees in presence of all other Trustees, if any.

8 POWER AND OBLIGATION OF TRUSTEE

- a. To pass accounts of the Trust and consider any recommendation made in regard thereof at a general Meeting of Board of Trustees
- b. To pay the expenses incurred in carrying out the objectives of the Trust and to make and give receipts, releases and other discharges on behalf of the trust.
- c. To acquire for the Trust any land, property, rights or privilege on such terms and conditions as they deem fit.

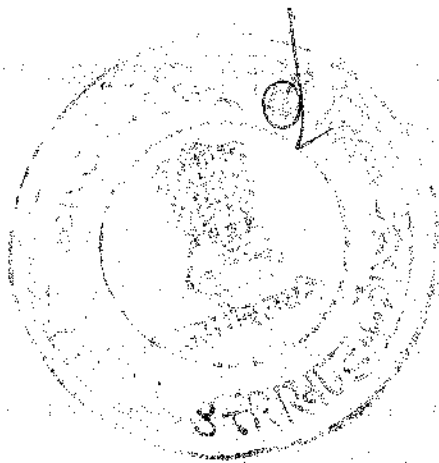


- d. To invest in shares and stocks of companies, FDR's Bank, Units etc. and deal with money of the Trust in such a manner as they deem fit and from time to time to verify or release such investments in the interest of Trust subject to the rules and regulations under Income Tax Act. , 1961 or under or all other Govt. statutes.
- e. To enter into and secure the fulfillment of any contracts or engagements on behalf of the trust, compound or abandon any legal proceeding by or against the Trust and to refer any matters, claims or demands or to arbitrate, observe and perform the awards.
- f. To set up, constitute and organize local branches in India or abroad of the Trust in such manner and on such terms as may be considered necessary in the interest of the trust and to constitute committees consisting of two or more persons who may not necessarily be members of the Trust and vary the same and delegate to them as such, powers as may be considered for the purpose.
- g. To employ personnel as may be considered necessary for the purposes and aims of Trust and to employ skilled workers and professionals, Advisors to carry out the objectives of the Trust and to pay such remuneration as may be considered expedient.
- h. To accept grants, donations and contributions cash or in kind from other public bodies, corporations, associations, institutions, companies or individuals within India or abroad, for the purpose of the Trust on such conditions as may be agreed to, by the President or Board of Trustees.
- i. To provide for funds for all or any objectives of the Trust in such manner as may be considered expedient.



- j. To draw, accept, endorse discount, execute and issue promissory notes, bills of exchange and other negotiable transferable instruments in the interest of the Trust.
- k. To purchase, take on lease or in exchange, hire or otherwise acquire any movable or immovable property, and particular any land, buildings, workshop connected with privileges necessary for or consistent with the purpose of the Trust and to construct, erect, alter, improve and maintain any building and to manage, develop;
- l. To sell, demise, let, mortgage, dispose of, turn to account or otherwise deal with the same and also to sell the undertaking of Trust for case or any other consideration with a view to promote the objectives of the Trust. However, sale of immovable property of the trust may be resorted only after passing resolution by the Board of Trust with majority;
- m. To pay all expenses, preliminary or incidental to the formation of the Trust and its registration.
- n. To establish, support or aid in the establishment of Trust Institutions, funds and Trusts, calculated to benefit employees or ex-employees of the Trust or the dependents or connections of such person and to grant superannuation benefits and allowances and to make payments towards insurance of such persons.
- o. To make rules and regulations and bye-laws for conducting smoothly and successfully the affairs of the Trust in a better and planned way and to amend or alter the same.
- p. To appoint or make provision for the appointment of any person.



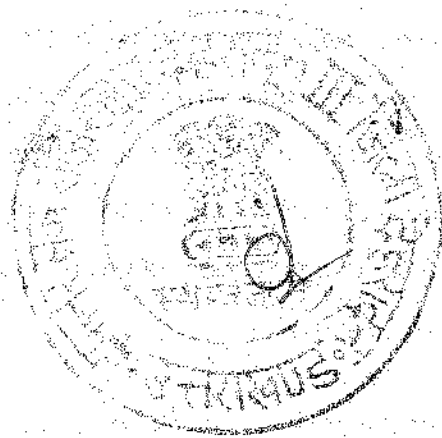


- q. To borrow or raise or secure payments of moneys and also to lend money either with or without security in accordance with rules and regulations & all statues application to the trust.
- r. Generally to do all such things as the Trustees may consider expedient for the purposes of carrying out the objectives of the Trust.
- s. Trustees for life shall be empowered to do all such things and acts for public charitable purposes which are in the benefit and to provide all necessary relief and help to the needy and poor persons belonging to any caste, creed or religion.
- t. That the trustees shall have the power to invest the trust funds which term includes moneys received from time to time and any accretion thereto, by way of interest or other sum(s) in accordance with the provisions of Section 11 (5) read with Section 13 (1) (d) of The Income Tax Act 1961 only and as per permissible modes laid down therein from time to time.
- u. The bank account(s) shall be operated by the Treasurer and either President or Secretary, jointly;
- v. Trustees are empowered to fulfill the objects of the Trust and to do all other things under the name and style of the Trust i.e. "SHRI KEDARNATH UTTAN CHARITABLE TRUST" Trust or to open separate institution under any name and style to full fill the aims and objects of the Trust.

9. **ULTRA VIRUS ACTS OR BREACH OF TRUST**

In any Trustee acts ultra virus his scope of authority or commits any breach of trust then in such event he shall be personally liable to make good of the loss which the Trust property, Trustees beneficiary, if any or any other person, may have sustained, on such account.





10 NO PERSONAL LIABILITY OF CO TRUSTEES

That no trustee shall be held liable for any unlawful act or omission, default or breach of trust committed by any other co trustee.

11 FIRST OFFICE BEARERS OF TRUST

- a. The Post of President/Chair-person/Managing Trustee shall be occupied by Ex officio Chief Secretary , Government of Uttarakhand and this post shall be a Non-remunerative Post.
- b. The Post of Secretary shall be occupied by EX OFFICIO SECRETARY TOURISM, Government of Uttarakhand and the post of Secretary shall be a Non-remunerative Post.
- c. The Post of Treasurer shall be occupied by EX OFFICIO SECRETARY FINANCE, Government of Uttarakhand and the post of Treasurer shall be a Non-remunerative Post.
- d. The trustee members shall be:
 - i) Ex Officio Secretary Industries
 - ii) Ex Officio Secretary Disaster Management
 - iii) Ex Officio Secretary Social Welfare
 - iv) Ex Officio Secretary Culture

The office bearers viz. President, Secretary, Treasurer and others Trustee(s), as and when appointed, shall exercise such powers as may be conferred upon them by the Trustees.

12 MEETING QUORUM AND VOTING

- a. The Trustees shall hold the Annual general Meeting of the Trustees once every year at such time (not being more than 15 months after the last preceding Annual General Body Meeting) at such place and time as may be prescribed by the President of the Trust.
- b. A minimum of ten clear days notice shall be given of every Annual General Meeting to every Trustee containing the Agenda for the meeting.



- c. All other meeting of the Trustees shall be called extraordinary meetings.
- d. Notices of meeting of the Board of Trustees shall be sent and shall be deemed to have been served if addressed to the Trustees at the address given for the purpose.
- e. Every meeting of the Board of Trustees shall be chaired by the Chairperson and in his/her absence any Trustee authorize by Chairperson, shall chair the meeting.
- f. Such a meeting shall be held once in three months or within a period as decided by the Board of Trustees.
- g. That a minimum of 2/3rd of trustees, one amongst whom shall be the Chairperson shall constitute proper quorum at any meeting of the Trust.
- h. For official purposes, each year, shall be deemed to commence from 01st April and terminated on 31st March.
- i. Each member of the Board of Trustees shall have one vote.
- j. Where there is a deadlock in regard to any particular issue, the decision of the Chairperson shall prevail and binding to all trustees i.e. Chairperson shall have one additional costing vote in case of tie.

13 RECORDING OF PROCEEDINGS

The Chairperson or any other person whom he appoints shall ensure minutes to be duly entered in the book provided for the purpose:

- a. Of the names of the Trustees present at each meeting.
- b. Of all orders made by the Board of Trustees.
- c. Of all resolutions and proceedings of the meeting of the Board of Trustees, such minutes shall be signed by the President, Managing Trustee, and President.



14 PROCEEDINGS OF ANNUAL GENERAL MEETING

- a. The business of an Annual General Meeting shall be :
 - i To place the accounts Balance sheet and the report of the Auditors and of the Board of Trustees.
 - ii To elect such new trustees to fill vacancies of trustees who have ceased to be trustees, for any reason whatsoever.
- b. At any meeting a declaration by the Chairperson of the meeting that a resolution has been made unanimously or by a particular majority or lost or not carried out and an entry to that effect in the Minutes Book shall be conclusive evidence of the fact.
- c. The Chairperson of the meeting may adjourn the same from time to time and from place to place but no business other than the business of the meeting shall be transacted at such adjourned meeting unless and until any other issue brought on Agenda by the Founder of One Part during such a meeting.

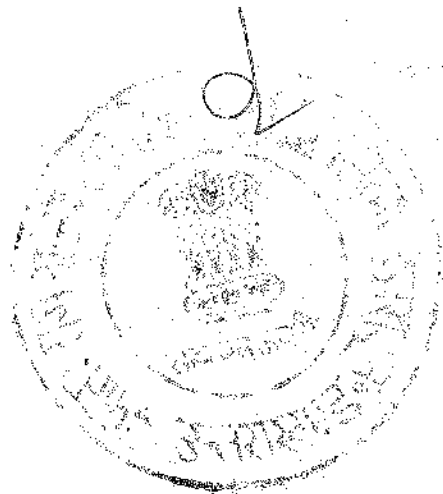
15 APPOINTMENT AND DISMISSAL

The Chairperson can appoint and dismiss any employee, servant or member of the Trust without assigning any reason for such dismissal but the same has to be pre approved or ratified by the board of Trustees and such dismissal or appointment should be within 30 days of obtaining such prior approval or ratification.

16 BORROWINGS

The may if required borrow funds from Govt. financial institutions, bank or from anybody corporate or otherwise on interest or without interest in fulfillment of the objectives of the Trust i.e. to purchase land, construct buildings, projects, equipments and all other movable or immovable properties, which are required for the fulfillment of the objectives of the Trust for which the Trustees are empowered to execute all necessary documents for borrowing the funds as mentioned above.





17 BANKERS AND OPERATIONS

The Board of Trustees shall open accounts with any Nationalised/ Scheduled/ Cooperative Bank (s) in the name of the Trust or in the name of any Institution run by the trust for fulfillment of all or any object of the Trust and the same shall be operated upon by the President i.e. Founder of one Part and any other such person or persons as may be authorized by the Board of Trustees from time to time.

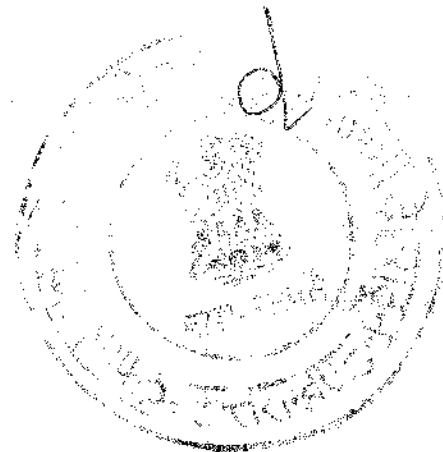
18 FUNDS OF THE TRUST

Funds of the trust may consist of and include:

- a. Funds vested by Author.
- b. Donations, Gifts from Indians, Corporate and persons living Abroad.
- c. Fees, Charges, donations etc. received from organizing function, programmes for the objects of the Trust.
- d. Government Grants.
- e. Money earned through community centre, Running of hotel, restaurent, lodge etc.
- f. Income from various investments.
- g. Contributions from other sources.
- h. Any other receipts.

19 ACCOUNTS AND AUDIT

All accounts of the Trust shall be prepared and maintained on an annual basis. Services of a qualified and certified Chartered Accountant(s) shall be sought and such accountant shall conduct an yearly audit and prepare annual reports, yearly accounts and prepare a statement of accounts of all the monetary transactions of the Trust and such statement shall be presented before the Trustees for life and other Trustees if any at the end of every financial year. That any expenditure incurred in connection with the audit or maintenance of accounts of the Trust, shall be payable by the income, which may be generated by the Trust.



20 AUGUMENTATION OF AIMS OR OBJECTIVES, AMENDMENTS

If the Trustees for life decide to incorporate any supplementary aims or objectives with the basic aims and objectives of the Trust then the same may be so incorporated only by a unanimous decision of all three. Provided further that the Chairperson may be a unanimous decision of all three amend the provisions and covenants of the present Deed of Trust if the need or occasion arises.

21 PROPERTIES OF TRUST

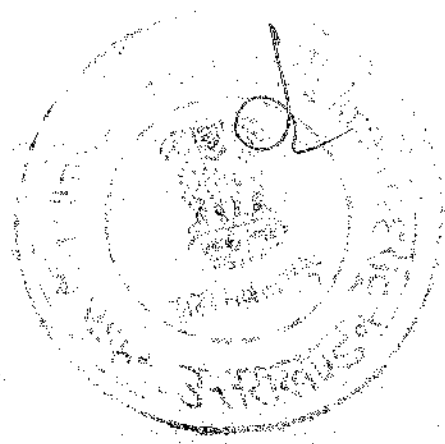
All movable and immovable assets and properties acquired in the name of Trust shall be the property of the Trust. The Trustees for life will have a right to sell, mortgage or otherwise transfer such properties as and when they think fit and they may by unanimous decision mortgage, let out, lien or pledge to raise loan(s) against such properties for furthering the aim and purpose of the Trust.

22 LEGAL MATTERS

All litigation shall be subject to exclusive jurisdiction of Courts at Dehra Dun, Uttarakhand.

23 ARBITRATION

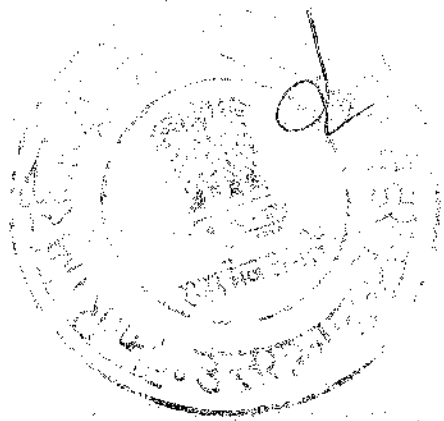
All disputes or differences in context of and with regards to the applicability, interpretation, relation, rights, duties or obligations of the Trustees for Life, inter se or with other Trustee if any or in event when such dispute or difference arises between the remaining trustees and / or arising under these presents or any question with regards to interpretation of the same or any explanation or clarification of the covenants mentioned herein is sought by any Trustees for life or any other trustee then the same shall be referred to a Sole Arbitrator, to be nominated by the Chairperson of the Trust. The arbitral proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and any subsequent amendments thereto of enactments in substitution thereof. The arbitral proceedings shall be conducted and held at Dehra Dun, Uttarakhand, The language of Arbitration may be either Hindi or English as may be decided by the Arbitrator and such arbitral award shall be binding and final upon the parties.



24 FRAMING OF RULES, REGULATION AND BYE-LAWS

- a. That all the three Trustees for life, may by unanimous decision, from time to time, as and when the need arises, will be authorized and empowered to resolve, frame rules, regulations or bye-laws to further, manage or carry out and implement the aim, objects and purpose of the present Trust and the same shall be applicable on and followed by the remaining Trustees, if any and any Trust property movable or immovable shall be dealt, acquired, transferred or disposed off in accordance with the same and the present Trust Deed. That the rules, regulations or bye-laws if any are drafted framed and implemented by the abovementioned Trustees for life, then the same are to be read in consonance and harmony with the provisions of the present Deed of Trust.
- b. That the Chairperson of the Trust may execute such general power of attorney, special power of attorney, authority letter, in favour of any person(s) to conduct the work of and for the present Trust.
- c. That if any of the objectives mentioned above is found to be ultra vires The Income Tax Act 1961 as amended and/ or any other applicable law, then in such event the Trustees shall have the right and power to amend, delete, correct such object.
- d. That in event of the dissolution of the present trust, the assets/ properties of the trust shall be transferred to such other trust, society, company, institution or authority or all of them having similar objects to the present trust and which are devoted to public charitable purposes and are having recognition under section 12 A and Section 80 G of The Indian Tax Act, 1961.





25 STAMP AND REGISTRATION

That the valuation of the present Deed of Trust is Rs. 1,000/- (Rupees One Thousand Only) on which prescribed stamp duty is being paid, according to law. There is no legal impediment in registration of the present Deed of Trust.

IN WITNESS WHEREOF, the "Author" have signed, on the day, month and year first, above written.



(Author/ Settler)