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 TRUST DEED FOR A SUM OF Rs. 6,300/-  
 [Original on Stamp Paper of Rs 63/-]

S.P.V. — d.  
 [Signature]

THIS INDENTURE made at NEW DELHI this 30th day of April, 1987 among Shri K.L. Chopra, Shri S.P. Kohli and Shri B.D. Kapoor, all residents of Delhi, who are Hindu inhabitants, and hereinafter called "the Settlers" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include their heirs, executors and administrators) of the One part and S/Shri K.L. Chopra, Shri S.P. Kohli and Shri B.D. Kapoor, all Hindu inhabitants, hereinafter called "the Trustees" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include survivors or survivor of them and the Trustees, or Trustees for the time being of these presents, and the heirs, executors and administrators of the last surviving trustees, their or his assignees) of the Other part;

WHEREAS the Settlers are possessed of and otherwise well and sufficiently entitled to the sum of Rs 2100/- each (Rupees two thousand one hundred only);

WHEREAS the Settlers out of charitable motives and considerations and on inspiration of H.H. Swami Chinmayananda Ji are, with the help and guidance of Central Chinmaya Mission Trust, Sandeepany Sadhanalaya, Powai Park Drive, Bombay 400072, desirous of making a charitable Trust of the said money.

AND WHEREAS the Trustees have agreed to become the first Trustees of these presents as testified by their being parties to and executing these presents.

AND WHEREAS the said sum of Rs. 6,300/- [Rupees six thousand three hundred only] has, in anticipation of these presents, been already transferred, paid and handed over to the Trustees before the execution of these presents.

K.L. Chopra

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NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. For effectuating the said desire and in consideration of the premises the Settlers hereby declare that they have prior to execution of these presents paid, assigned, handed over and transferred and they hereby confirm such payments assignments handing over and transfer unto the Trustees, of all that the said sum of Rs. 6,300/- [Rupees six thousand three hundred only], and all the estates right, title and interest, property, claim and demand whatsoever at law and in equity of the Settlers of in and to the said moneys and every party thereof to have and to hold receive and take all and angular the said moneys unto the Trustees for ever upon the trusts and with and subject to the powers, provisions, agreements and declarations hereinafter appearing and contained of and concerning the same.
2. The Trustees do and each of them both by these presents declare that they the Trustees shall hold and stand possessed of the said sum of Rs. 6,300/- [Rupees six thousand three hundred only] and any voluntary donations or contributions received by them and all accretions to them and all accretions thereto and thereof and the investments and securities for the time being and from time to time representing the same [the said sum of Rs 6,300/- (Rupees six thousand three hundred only) and the securities and additions and other investments thereof are hereby included in the term "Trust Fund" which term is being intended to mean and include cash any movable or immovable property or other securities and investments of any kind whatsoever or any part thereof to which the same may be connected or varied from time to time] upon the trusts and subject to the powers, provisions and declarations hereinafter mentioned and declared of and concerning the same;
3. The Trust hereby created shall be known as "DELHI CHINMAYA SEWA TRUST".

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4. The Registered Office of the Trust shall be situated at 89, Lodhi Estate, New Delhi - 110003.

5. The Trustees shall hold and stand possessed of the Trust Fund upon the following Trusts:

- (a) To manage the Trust Fund and collect and recover the interest, dividends and other income thereof;
- (b) To pay and discharge out of the income of the Trust Fund all expenses and charges of collecting and recovering the income of the Trust Fund and all other costs charges and expenses and outgoings of and incidental to the Trust created by these presents and the administration thereof;
- (c) To conduct study groups, lecture series, translate publish print and distribute books, journals, periodicals, literature, films, cassettes, etc. for promoting and spread of Indian Culture and education for enlightenment of the masses;
- (d) To provide, establish, endow maintain, control and manage schools and other educational institutions and to do all acts and things necessary for or conducive to the promotion of knowledge and to promote schools for Montessori, Kindergarden, Primary, Secondary, Higher, Commercial, Technical and Industrial Education at Delhi or elsewhere and for this purpose, to start, establish, conduct maintain and manage reading rooms, libraries, laboratories gymnasiums, workshops, publishing houses, hostels, residential quarters and the like;
- (e) To facilitate and spread education by starting, affiliating, establishing and maintaining at Delhi or elsewhere schools, colleges and academies for imparting primary, secondary and higher, industrial or other education with a view to train up ideal citizens;

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- (f) To give gratuities or aid to the teachers, staff and other employees of the Trust or to their wives, children or other relatives or dependents; to make payments towards insurance and to form and contribute to Provident and Benefit Funds for the benefit of any persons employed by the Trust or of the wives, children or other relatives or dependents of such persons;
- (g) To give loans, scholarships, freeships, prizes and monetary assistance to students of the Trust's Institutions to help them in their studies;
- (h) To provide medical relief to the poor, distressed, afflicted and mentally, physically or psychologically handicapped persons, in India, including supply of spectacles and other medical, surgical and remedial appliances and for this purpose to start, establish, conduct, maintain and manage and help dispensaries, hospitals, medical centres, diagnostic centres, or other medical or after care institutions.
- (i) To carry out objects of general public utility and security such as village uplift, rural reconstruction, public health and hygienics, community development, mass marriages, promotion of cottage industries and to start, establish, conduct, take over, maintain and manage and help any institutions considered necessary to secure these objects e.g. orphanages, pinjropoles, old age centre and the like;
- (j) To give donations to the National Defence Fund or any other similar fund either in cash or kind; to provide medical or other relief in cash or kind to the members of Armed Forces, their widows, children and dependents; and civilians affected by action of external aggression from any quarter;
- (k) To give relief either in cash or kind to public in general and specially those affected by riots, floods, famines, fires, epidemics, draughts or other calamities;
- (l) To purchase, acquire on lease or otherwise, immovable properties and to construct maintain and manage the same or other movable properties necessary for the purpose of the Trust;
- (m) To give donations in cash or kind to other institutions having similar object or objects and/or to help such institutions in any other manner;
- (n) To accept donations in cash or kind and to raise funds by advertisements in publications of the Trust, by arranging charity shows, by accepting fees and subscriptions, and other methods.

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PROVIDED that the Trustees shall be entitled to determine at their absolute discretion the person or persons entitled to receive help from the said fund and to what extent and in what shape and the Trustees shall utilise the income of the Trust for the charitable objects in such shares and proportions and in such manner in all respects as the Trustees shall in their absolute discretion think fit PROVIDED FURTHER that the help or assistance to be rendered by the Trustees shall be without distinction of caste and creed, it being the intent of the Trustees that the Fund shall be a Sarvajanic Charity.

PROVIDED FURTHER that no part of the corpus, income, receipts and funds of the trust property and accretions and additions thereto shall be spent, utilised or applied by the trustees on any expenditure outside the territories of India except with the orders and permission of the Income-tax Authorities in India in terms of proviso to section 11(1)(c) of the Income-tax Act 1961 or any provision regulation or requirement of Indian Statute existing or to be enacted in future touching upon such spending outside the territories of India.

PROVIDED FURTHER that notwithstanding anything hereinbefore or herein-after contained, the said income as also the corpus of the Trust Fund shall be applied and be applicable only to or for such charitable purposes only and within such territories only and subject to such conditions or limitations, if any, as may from time to time be laid down in the Income-tax Act 1961 or any other Act in modification or substitution thereof governing taxation of Income for the time being in force as will ensure or earn or make the Trust hereby established and its income as eligible for exemption from taxation under the Income-tax Act 1961 or any replacement, reenactment or modification thereof shall apply so that any donation to the Trust be recognised as eligible for exemption for tax in regard to donor.

6. The Trustees shall be at liberty at their absolute discretion to accept contributions, collections and donations to the Trust property from associations, trusts or from any person or persons, firm or company subject to the conditions that the contributors or subscribers shall not be entitled to participate in or have any voice or control in the management or administration of the Trust of these presents or the application of such contributions, collections or donations and the Trustees shall hold the same upon the Trusts and subject to the same powers, provisions, covenants and conditions as are herein contained.

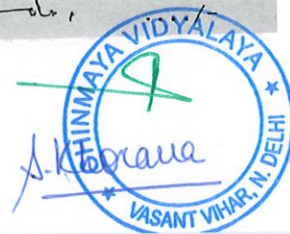
7. The trustees shall be at liberty to accept deposits, advances, raise loans, overdrafts etc. from Banks or from any other source with or without security and to pay interest, charges etc. on such loans, advances, overdrafts etc.

8. The Board of Trustees shall comprise a minimum of three Trustees and

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maximum of 15 Trustees at one time. The numerical majority of the Trustees at any time would always be of the nominees of H.H. Swami Chinmayananda Ji or his successors as Mukhya Swami Ji of the Central Chinmaya Mission Trust. Other Trustees would be co-opted for a period of three years at one time. Each year 1/3rd of the Trustees would retire both from among the nominated as well as the co-opted Trustees, as may be decided upon by the Chairman. Retiring Trustees are eligible for fresh nominations/co-option in the same manner as original Trustees.

9. It is hereby agreed and declared that if the Trustees or Trustee of these presents shall die or be abroad for more than two years or be declared insolvent or be desirous of being discharged from the Trusteeship or refuse or become incapable to act, then and in every such case it shall be lawful for the surviving or continuing Trustee or Trustees for the time being of these presents or for the acting executors or administrators of the last surviving or continuing Trustee to appoint a new Trustee or Trustees in the place of the Trustee or Trustees so dying or being declared insolvent or desiring to be discharged or refusing or becoming incapable to act as aforesaid and upon every such appointment the number of Trustees may be augmented or reduced but so that the total number of Trustees shall not be more than 15 or less than 3 and upon every such appointment the property shall (if and so far as the nature of the property and other circumstances shall require and admit) be transferred so that the every Trustee not appointed as aforesaid may as well before as after such transfer of the trust property act and assist in the execution of the trusts and of these presents as fully and effectively as if he had been originally appointed a Trustee of these presents PROVIDED ALWAYS that without prejudice to any other provisions of law a Trustee of these presents shall stand discharged from his office of Trusteeship on his tendering resignation of office and on the same being accepted by the remaining Trustees of these presents. The nominated/co-opted Trustees would cease to be Trustees on completion of term unless reappointed or by resignation, death, being declared as insolvent, on being sentenced for offences involving moral turpitude or any other offence against the propogated philosophy of the Trust or on being removed by competent authorities in the public interest or under the order of the court.

10. Until otherwise determined by the Trustees from time to time the management and administration of the Trust hereby created shall be conducted and carried out in India and the assets comprised in the Trust Fund shall be kept in India. It shall be lawful for the Trustees from time to time to frame such rules and regulations for the management and administration of the Trust and the charities as they shall think fit and to alter or vary the same from time to time. However, such amendments to the rules and regulations shall not be made which may prove to be repugnant to the provisions

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of section 2(15), 11 to 13 and 80 of the Income-tax Act 1961 or of the relevant modifications/amendments thereof. In the event of any addition or alterations to the objects clause of this Trust deed, such amendments shall be carried, only with the prior permission from the Commissioner of Income-tax, Delhi having jurisdiction over the Trust under the Income-tax Act 1961.

11. Quorum for the meeting of the Board of Trustees shall be five so long as the number of trustees on the Board is not less than fifteen. In the event of the number of members being reduced, 1/3rd of the total number of members of the board will form quorum. In the event of the number of trustees following below the two, the sole trustee shall act.

12. The Mukhya Swami Ji of CCMT will be the Chairman of the Board of Trustees. The Chairman shall preside at all meetings. In the absence of the Chairman at any meeting the Trustees who may be present at the meeting shall elect a Chairman for the meeting, unless a Vice-chairman has been designated by the Chairman.

13. Every power, authority or discretion conferred upon the Trustees shall be exercised or signified either by some instrument in writing to be signed by all the Trustees or such of them as may be present in India or by the Resolution of the Trustees or such of them as may be in India and shall be present and vote at any meeting of the Trustees.

14. In the event of there being any difference of opinion among the Trustees in respect of interpretation, execution or carrying out the objectives of the Trust the matter would be referred to H.H. Swami Chinmayananda Ji or his successor as Mukhya Swami Ji of Central Chinmaya Mission Trust, Bombay, whose decision shall be final.

15. The Trustees shall keep or cause to be kept a Minutes Book of their proceedings and proper books of account and the accounts shall be audited by professional auditors.

16. The Trustees shall be entitled from time to time to open and maintain a banking account or accounts in their names at such Bank or Banks as they may from time to time decide and may at any time pay or cause to be paid any moneys forming part of the Trust Fund or the income thereof to the credit of any such account or accounts and either by way of fixed deposit or current account or any other account. Any such account may be operated by any one or more of the Trustees and/or the Secretary of the Trust and or such other person as the Trustees may appoint in such manner and to such extent as the Trustees may from time to time decide.

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17. Subject to the provisions of the Trust Act and sections 11(5), 13(1)(d) and 80 of the Income-tax Act, 1961 or any modifications thereof, the Trustees shall invest the Trust Fund and all moneys in their hands which may require investment in or upon any one or more of the following securities as modes of investment with power from time to time at their discretion to vary any investments and securities held by the Trustees for others of the character hereby authorised namely:

- (a) Any stock or securities issued by or the interest of which shall be guaranteed by the Government of India or the Government of any State in India.
- (b) Shares [Ordinary, Preference, Deferred or otherwise] in joint stock companies registered in the Union of India.
- (c) In stock or securities or debentures of any public company, or the Units and Bonds issued by the Unit Trust of India or by the public undertakings.
- (d) Stocks securities or Debentures issued by any Port Trust or Municipality or any other local authority in India.
- (e) In acquiring, purchase or to take on lease or otherwise any immovable properties of any tenure, including lease-hold, in any part of India and including the acquisition of Farzandari rights in such property and in case of vacant land the Trustees shall be at liberty to erect buildings thereon out of the Trust Fund PROVIDED ALSO that no Vendor, Purchaser, Lessor, Lessee, Sub-lessee or other transferor or transferee or any other person dealing with the Trustees in connection with such immovable properties shall be concerned to see whether the investment is authorised by this sub-clause or is in excess of the Trustees powers and so far as such Vendor, Purchaser, Lessor, Lessee, Sub-Lessor or Sub-Lessee, transferor, transferee or any other person as aforesaid are concerned the Trustees shall have the full right and authority to acquire or give a complete title.
- (f) In lending moneys on mortgage of any immovable property of any tenure including leaseholds or any interest therein.
- (g) Any securities or investments in which the Trustees are by the law for the time being in force in the Union of India authorised to invest such moneys.

PROVIDED that if and when the number of Trustees be more than two the investments of the Trust Fund other than investments in immovable properties may be made or kept in the names of any two or more of the Trustees or be made payable to or transferable by any two or more of the Trustees AND PROVIDED FURTHER that the investments of the Trust Funds other than investments in immovable properties may be made or kept in the name of any

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Bank or Banks or Officer or Officers thereof as the nominee or nominees of the Trustees as the trustees may from time to time decide without the trustees being held liable or responsible to any person whomsoever for any loss or damage that may result therefrom.

18. It shall be lawful for the Trustees to pull down, renovate, rebuild, alter, adapt, improve and to develop, decorate, furnish, fit up or repair any immovable properties comprised in the Trust Fund or construct any structure on any land forming part of the Trust Fund and to expend thereon such moneys out of the Trust Fund or the income thereof as they may think fit. The Trustees shall also be entitled to enter into any agreement or covenant with the owners or persons interested in any other properties, and whether restrictive or otherwise and whether for the benefit of the properties comprised in the Trust Fund or such other properties as they may in their absolute discretion think fit from time to time. The Trustees shall also have the power to insure any premises comprised in the Trusts Fund against loss by fire, lightning or civil commotion or other risks or losses or against loss of rents as the Trustees may think proper from time to time but no liability whatsoever shall attach to the Trustees or any of them by reason of any property remaining uninsured in any way. The Trustees shall also have the power after paying all rents, rates, taxes and other outgoings and expenses out of the rents and profits of any immovable properties, to set aside out of the balance thereof from time to time such sums of money as the Trustees consider proper to meet the expenses of heavy repairs or by way of depreciation or sinking fund and to utilise the same and the income thereof for heavy repairs or for rebuilding or reinstating immovable properties or erecting new buildings and in the meantime to invest the same in securities authorised by these presents. It shall also be lawful for the Trustees to permit any immovable property forming part of the Trust Fund to be held used and enjoyed for the purpose of any scheme of Charity or other purposes of these presents. The Trustees may also allow the same or any part thereof to be occupied by any employee of any such scheme from payment of rent on such terms as the Trustees may think fit.

19. It shall also be lawful for the Trustees at such time or times as they may in their absolute discretion think fit to sell by public auction or private contract or exchange or transfer or assign or grant leases or sub-leases for any term however long or otherwise dispose of all or any part of the Trust Fund including the immovable properties comprised therein and on such terms and conditions relative to title or otherwise in all respects as they may think proper and to buy rescind or vary any contract for sale, exchange, transfer, assignment, lease or other disposition and to resell the same or enter into a fresh contract for exchange, transfer, assignment,

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lease or other disposition without being answerable for any loss occasioned thereby and for such purposes to execute all necessary conveyances, deeds of exchange assignments, transfers, leases, sub-leases, counterparts and other assurances and to pass, give and execute all necessary receipts, releases and discharges for the consideration moneys or otherwise relating to the documents and assurances. All moneys arising from any such transfer or other assurance shall be deemed to be part of the Trust Fund and shall be applicable accordingly.

20. Upon any sale or other transfer by the Trustees under the power aforesaid the purchaser or purchasers or transferee or transferees dealing bonafide with the Trustees shall not be concerned to see or inquire whether the occasion for executing or exercising such power has arisen or whether the provisions as to the appointment and retirement of Trustees herein contained have been properly and regularly observed and performed. Neither shall the purchaser or purchasers or transferee or transferees be concerned to see the application of the purchase moneys or other consideration, or be answerable for the loss, mis-application or non-application thereof.

21. Subject to the provisions of clauses 6 and 7 above, the receipt of any one of the Trustees or of the Secretary of the Trust if so authorised by the Trustees in that behalf for the rent or other income of the Trust Fund or for any documents of title or securities papers or other documents shall be sufficient and shall effectually discharge the person or persons paying or giving or transferring the same from being bound to see to the application or being answerable for the loss mis-application or non-application thereof SUBJECT as aforesaid and to the above provision the receipt of any two of the Trustees for any other moneys paid, given or transferred to them shall effectually discharge the person or persons paying or giving or transferring the same from being bound to see to the application of being answerable for the loss mis-application or non-application thereof.

22. The Trustees shall be at liberty to do and carry on any trade or business in any commodity or purchase and sale of land properties, but not to do any sort of speculative business in any commodity etc., or any other agency either for sale of goods or otherwise of any person or company in India and also to carry on any activities relating to the business of any other person on such remuneration and on such terms and conditions relating thereto as may be agreed upon by and between the Trustees and any other person or company. The Trustees shall also be at liberty to deposit with any person or company such amounts as may be required to carry out their obligations under any agreement for acquiring agency or otherwise as may from time to time be agreed upon. The Trustees shall be at liberty to establish

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and maintain office and shall also employ such persons as may be necessary to carry on such trade or business as is herein mentioned and to pay out of the income of the Trust such expenses as may be incurred in that behalf.

23. The Trustees may from time to time appoint a Secretary, Jt. Secretary, Treasurer, Supervisor, clerks and other officials and employees and servants as the Trustees may deem expedient.

24. The Trustees shall have the power at their uncontrolled discretion instead of acting personally to employ and pay any agent or other person (including any Bank) to transact any business or to do any act whatsoever in relating to the Trusts of these presents including the receipt and payment of moneys without being liable for any loss and shall be entitled to be allowed and paid all charges and expenses incurred thereby.

25. The Trustees may deposit any shares or securities or any documents held by them relating to any property belonging to the Trusts under these presents with any Bank or Banker and may pay any fee, commission, charges or other sum payable in respect of such deposit, or for the collection of the interest, dividends or other income of the Trust Fund.

26. The Trustees shall have the power to determine in case of doubt whether any money or property shall for the purpose of this charity be considered as capital or income, and whether out of income or capital any expenses or outgoings shall or ought to be paid or borne and any and every such determination shall be binding and conclusive PROVIDED THAT nothing herein contained shall be deemed to authorise the Trustee to spend the income or corpus of the Trust Fund for any purpose not authorised by these presents.

27. The Trustees for the time being of these presents shall be respectively chargeable only for such Trust Funds and income, including moneys, stocks, funds, shares and securities as they shall respectively actually receive notwithstanding their respectively signing any receipt for the same of conformity and shall be answerable and accountable only for their own acts, receipts neglects or defaults and not for those of the others or other of them nor for those of any banker, broker, auctioneer or agent or any other person with whom or into whose hands any Trust Fund or trust income may be deposited

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or come nor for lending on any security with less than a marketable title nor for the insufficiency or deficiency of any stocks, funds, shares or securities nor for any other loss unless the same shall happen through their own wilful default or dishonesty respectively, and in particular no Trustee shall be bound to take any steps or proceedings against a Co-trustee for any breach or alleged breach of trust committed by such co-trustee.

28. The Trustees or Trustee of these presents for the time being may reimburse themselves, himself and pay and discharge out of the funds or moneys in their hands all expenses incurred in or about the execution of the Trusts of the powers of these presents.

29. It shall be lawful for the trustees at any time or times to appoint a Committee for the purpose of managing and carrying out the administration and management of the trusts of these presents including advice and recommendation to the trustees on the selection of the objects of the charity and otherwise generally relating to the administration of the Trust and power of these presents. Subject to the general control and supervision of the trustees the Committee of Management shall have the general management and administration of the affairs and accounts of the Trust hereby created and all ministerial work to be done in pursuance of the provisions of these presents. The trustees shall have the power to make rules and regulations regarding the constitution of the Committee including the term of the membership thereof and the appointment or removal of members of the Committee.

30. 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 another charitable trust, society, association, or institute whose objects are similar to those of this trust, with the approval of Swami Chinmayananda Ji or his successor as Mukhya Swami Ji of CCMT.

31. If any time, the said trustees shall be desirous of handing over the said Trust Fund and its accumulated income to any public institution or any other trust which is recognised under Section 80L of the Income-tax Act 1961, or any statutory modification or re-enactment thereof for the time being in force or to any Governmental or other authority or to the Union or State Government, they shall be entitled to do so on such terms and conditions as they may think fit but nevertheless make it a condition at their discretion of such handing over that the name of the said Trust or any other name that may be decided by the said trustees shall always be associated

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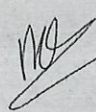
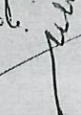
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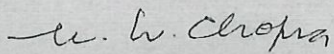


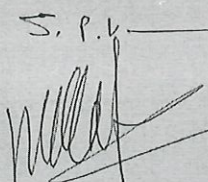
with any such institution for the benefit whereof, the said Trust Fund is handed over but that they shall carry out the objects of the trust already set out to this indenture.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seals at Delhi the 30 day of <sup>April</sup> ~~May~~, One thousand nine hundred and eighty seven.

S. P. V.  

SIGNED, SEALED AND DELIVERED by  
the withinnamed

(1) 

(2) S. P. V. 

(3)

the Settlers in the presence of:

1 Harbans Lal  
19/15 Chaitanyanagar

2 J. K. Lal

