



दिल्ली DELHI

T-40

315151

TRUST DEED

THIS DEED OF TRUST executed this 24<sup>th</sup> day of Oct, 2008 by Mr. Sanjay Patra, son of Mr. Ashok Patra, resident of 804, Devika Apartments, 16, Vaishali Sector 4, Ghaziabad-201012 hereinafter called the "FOUNDER" and designated as Chairperson;

and

Dr. Sushma Mehrotra, Daughter of Late Mr. Dwarka Nath Mehrotra, resident of 8, Horizon View, 138, General J. Bhosale Marg, Opposite Sachivalaya Gymkhana, Nariman Point, Mumbai - 400 021, hereinafter called the Trustee and designated as Managing Trustee of the other part and their successors to the office of the Trustees in accordance with these presents hereby declare and state as follows:

  
ICCO  
  
Chairperson

  
ICCO  
  
Sushma Mehrotra  
Trustee

Serial No. \_\_\_\_\_  
Gold to \_\_\_\_\_  
Add. \_\_\_\_\_  
Per \_\_\_\_\_  
Through \_\_\_\_\_  
M. H. Sharma, Secy. 202  
Vishva Place, New Delhi, 110006

Trust deed  
Indes pal  
2011 Dewika AP  
IC Vaiswali  
Sec-4 GZR



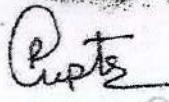

  
  
  
  
  


ICCO  
  
Chairperson

ICCO  
  
Trustee


Sushma Mehrotra  
Sushma Mehrotra

ICCO

WHEREAS

1.0 The founder of the Trust does hereby declare a sum of Rs. 5,000 (Rupees Five Thousand only) contributed by him as Trust property and hereby transfers, assigns, conveys and delivers unto the Trustees the said sum in cash, to have, to own, to hold and to stand possessed of the same in the Trust as CORPUS Fund (whose term shall mean and include not only the said sum of Rs. 5,000 (Rupees Five Thousand only) declared as Trust property, under these presents but also the additions and accretions thereto) for certain specified charitable objects and accordingly, the trustees hereby declare that they shall continue to hold the Trust funds in Trust for these objects and purposes in accordance with the terms and conditions contained in these presents.

2.0 The Trust shall be known as 'ICCO' and its office shall for the present be situated at H-16, Green Park Extension, New Delhi 110016 and/or at such place or places as the Trustees may decide from time to time.

3.0 AIMS and OBJECTIVES OF THE TRUST :

3.1 The Trustees shall hold the said sum and all other sums or assets as may be transferred to them hereinafter and the investments and property from time to time representing the same and the income thereof (together being called "the Trust Fund") upon Trust to pay or apply the income and the whole or any part of the Trust Fund for the following objectives (the "Objectives");

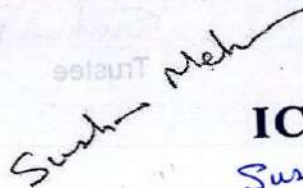
- a. To support partner organisations which devote themselves to combating poverty and reducing inequality and injustice.
- b. To support partner organisations that render and mobilise assistance during disasters.
- c. To encourage cooperation and capacity building between social organisations involved in giving assistance to organisations in the non-profit sector, including but not exclusively to charities, civil society organisation, social enterprises, social welfare and development organisation, academic institutions, and grant making foundations and to that effect promote all those activities which are related or conducive to the above, everything in the broadest sense.



ICCO

Chairperson

Trustee



ICCO

Trustee

Sushma Mehra<sup>2</sup>

Chairperson

RegNo.

**Deed Related Detail**

Deed Name TRUST		TRUST (MOVABLE)	
<b>Land Detail</b>			
Tehsil/Sub Tehsil	Sub Registrar V	Area of Building	0
Village/City	Green Park	Building Type	
Place (Segment)	Green Park		
Property Type	Residential		
Area of Property	1.00 वर्ग फुट	0.00	0.00
<b>Money Related Detail</b>			
Consideration Value	5,000.00 Rupees	Stamp Duty Paid	500.00 Rupees
Value of Registration Fee	3.00 Rupees	Pasting Fee	1.00 Rupees

This document of TRUST

TRUST (MOVABLE)

Presented by: Sh/Smt.

S/o, W/o

R/o

SAJAY PATRA

Ashok Parra

804 Devika Apt. Vaishali Set 4 Ghaziabad

in the office of the Sub Registrar, Delhi this 24/10/2008 day Friday between the hours of

Signature of Presenter

Registrar/Sub Registrar  
Sub Registrar V  
Delhi/New Delhi

Executed and presented by Shri /Ms. SAJAY PATRA

and Shri / Ms. Sushma Mehrotra

Who is/are identified by Shri/Smt/Km. Rohtash Mohan Gupta S/o W/o D/o j. C. Gupta R/o 284/4 Jia Sarai ND

and Shri/Smt./Km Anuradha Singh S/o W/o D/o lalan pd Singh R/o FLJ175 Neeraj Co Op Society VAsundhra Enc Delhi

(Marginal Witness). Witness No. II is 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 impression of the executant has been affixed in my presence

Date 27/10/2008

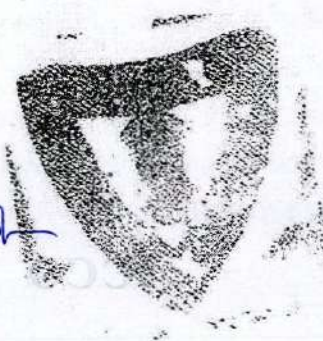
Registrar/Sub Registrar  
Sub Registrar V  
Delhi/New Delhi

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ICCO

Sushma Mehrotra  
Trustee



- d. To strengthen public support for development aid
- e. To carry out the activities to support access to basic services, governance, development and environment, out of funds generated through own resources, donations, grants from government and non-government funding agencies in India and abroad
- f. To undertake projects on behalf of Indian and foreign development agencies with the ultimate aim to provide the support to humanity and public at large.
- g. To set up advisory committees, working groups and programme coalitions to assist the Trust to develop and implement its programme(s).
- h. To receive donations, contributions grants, assistance etc. both financial and non financial from individual, groups, Government and non-Government organisations, companies, foundations and any other lawful source whether Indian or foreign who would like to assist the Trust to promote its work and activities.
- i. To promote inter organizational linking and learning and provide technical assistance for organizational development, programme development and implementation.
- j. To make payments out of the funds towards cost and expenses where such payments are necessary to fund the activities of the Trust and incidental to the management, administration and execution of the Trust.
- k. To engage in any non-political, non religious, legal and peaceful activity, that may help to promote the overall aims and objectives of the trust.
- l. To give grants, donations to individuals, organisations with similar aims and objectives.
- m. To do all such other lawful acts as shall further the attainments of the aims and objectives of the Trust.

4.0 The Trust fund may be augmented by the income from the initial fund and also by donations, grants and other contributions from time to time.

5.0 The Trust fund shall not be applied for any purpose other than those specified in Para 3 above.

ICCO  
Trustee

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Chairperson

Sushma Mehra  
Chairperson

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Trustee

**6.0 TRUST RECEIPTS**

6.1 The Trustees may at any time raise funds and invite and receive any contributions (solicited or otherwise) or payments in money or other assets of any kind from any person or persons whomsoever either by way of donations, legacy, loan covenant annual or other subscription charge, fee or otherwise for the support or benefit of the Trust and may organise or procure the organisation of fund raising schemes and events to that end PROVIDED THAT (subject to 6.2) the Trustees shall not undertake any trading activities in raising funds for the said objectives

6.2 The Trustees may trade or indulge in any activity of profit in so far as either the trade or activity of profit is exercised exclusively in the course of the actual carrying out of the charitable aims and Objectives of the work in connection with the trade or activity is mainly carried out by beneficiaries of the Trust which is ancillary to the attainment of the Objectives. And to the further effect that no part or portion of the profit will be distributed by dividend or share to any of the trustees or members of the trust.

**7.0 APPLICATION OF TRUST FUNDS**

7.1 The Trustees shall have power during the period to accumulate the whole or any part or parts of the income of the Trust Fund by investing the same and the resulting income in any investments authorised by Clause 8 and adding such accumulations to the Trust Fund.

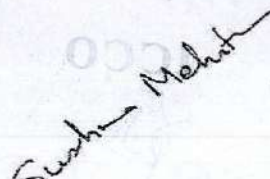
**8.0 POWERS OF INVESTMENT**

8.1 Trust funds may be invested or laid out in the purchase of or at interest upon the security of such stocks funds, shares, securities or other investments or property of whatsoever nature and whatsoever situate as permitted by section 11 (5) of the Income Tax Act, 1961 and any other law for the time being in force as the Trustees shall in their absolute discretion think fit to the intent. That the Trustees shall have the same full unrestricted powers of varying and transferring investments and laying out monies in all respect as if they were absolutely entitled thereto beneficially.



Trustee

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Chairperson



Chairperson

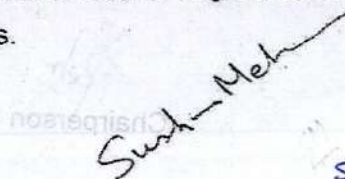
**ICCO**  
  
Trustee

9.0 TRUSTEES POWER OF CONTROL

- 9.1 The Trustees shall be entitled to form Advisory or Governing Committees and the Trustees shall have all the powers to remove and replace any number of such advisory/governing committee/s or to reconstitute such committee/s from time to time
- 9.2 Every property of the Trust movable or immovable shall be kept in the name of the Trust. Presently no immovable property is owned by the trust
- 9.3 The office of a Trustee shall commence from the date of his/her acceptance of the Trusteeship and shall hold office till he/she resigns, dies, becomes insolvent or convicted or conducts himself/herself contradictory to the aims and objectives of the Trust or contravenes the term set for or causes hindrance for the smooth running of the Trust or is removed by the Chairperson to act as a Trustee. Every new Trustee appointed shall also have the same powers, authorities and discretion and shall in all respects act as if he/she had been the originally appointed Trustee under these presents.
- 9.4 Whenever any Trustee resigns, dies or becomes insolvent or is convicted of a criminal offence involving moral turpitude or desires to be discharged from acting as Trustee or refuses or becomes unfit or incapable of acting, then in every case, the Chairperson shall be entitled to appoint a Trustee/s in the place of such Trustee/s resigned, died, became insolvent or convicted.
- 9.5 The Trust shall be entitled to levy charges and collect such fees or subscriptions as they may decide from time to time for the facilities to be provided at its projects and for the use of its Properties and Buildings.
- 9.6 The Trustees shall be entitled to frame rules and regulations for the conduct of the business and for the administration of the Trust and for carrying out its objectives and for the maintenance and conduct of its projects, its activities and the facilities provided therein and to alter, amend or vary such rules and regulations from time to time as they may deem proper. Such Rules and Regulations shall not be in contravention of the Provisions of the Income Tax Act, 1961 and other acts applicable.
- 9.7 The Trustees shall have full power to compromise or compound all actions/suits and proceedings and all differences and demands and to refer any dispute or differences in arbitration and to adjust, settle and approve all accounts relating to the Trust Funds.

  
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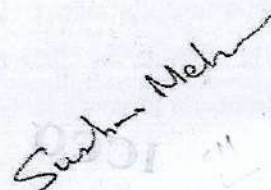
8.2 Without prejudice to the generality of the foregoing, the Trustees may allow any property forming part of the Trust Fund from time to time and any freehold or leasehold building or buildings for the time being thereon or any part thereof respectively to be used for the furtherance of any of the Objectives as the Trustees determine either gratuitously or upon such financial terms as to the whole or part of the costs, charges, expenses or outgoings or necessary for the user or maintenance of any such property or buildings or any part thereof as the Trustees think fit.

8.3 Without prejudice to the generality of the foregoing and with such consent as may by law be required, the Trustees may at any time in their absolute discretion:

- (i) Purchase, take on tenancy or lease or under license any property and alter or newly construct any buildings on any such property or the property of another for use by or for the Trust and let, license, share or part with possession of any property forming any buildings for the time being thereon or any part thereof respectively for such term of years or shorter term at such rent, premium or other consideration and subject to such conditions stipulations or provisions as the Trustees determine and whether in any case for occupation of Trust purposes or for investment purposes.
- (ii) Mortgage or charge such property or any buildings for the time being thereon or any part thereof respectively to secure the repayment of any sum or sums of money which the Trustees may (as they are hereby authorised to do) borrow or guarantee repayment of and with or subject to such power of sale and other provisions as the Trustees think fit ; and
- (iii) Sell such property or any part thereof or interest therein either by public auction, tender, private contract or howsoever and subject to such stipulations, conditions or provisions of any kind.
- (iv) Presently, no immovable property is owned by the trust.

  
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Sushma Mehra

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Trustee



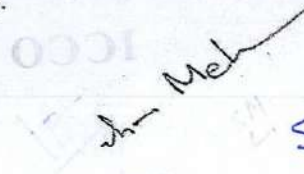
- 9.8 The Trustee or Trustees for the time being may reimburse themselves or himself or herself or pay and discharge out of the Trust Fund, all expenses including Travels properly incurred in the execution of the powers under these presents
- 9.9 The Trustees shall have all the powers to borrow loans and advances from the Banks, Financial Institutions, Companies and Others upon the security of the Trust Property or otherwise and such loans and advances shall be borrowed in the name of the Trust and in furtherance of achieving the Main Objectives of the Trust.
- 9.10 The Trust shall have all the powers to acquire, takeover, amalgamate or merge with any other Trust having similar objectives and the Trust shall have all powers to co-operate with other Societies, Trust, Institutions, Government, Universities, Academic Institutions, local authorities and / or such other Institutions and persons to promote the objectives of the Trust.
- 9.11 It is hereby declared that no benefit shall be passed on either directly or indirectly to the Trustees of the Trust.
- 9.12 To do all such other acts, deeds and things, as the Trust may consider incidental or conducive to the attainment of the objectives of the Trust.

#### 10.0 FUNCTIONS OF THE TRUSTEES :

- 10.1 There shall be not less than two or more than eleven Trustees from time to time.
- 10.2 Other trustees and office bearers of the trust shall be appointed in the meeting of the trustees.
- 10.3 Trustee shall be appointed for a term of four years, excepting for the Chairman and Managing Trustee appointed by this trust deed who shall have a life terms till he /she resigns, dies, becomes insolvent or convicted or conducts himself/ herself contradictory to the aims and objectives of the Trust. .
- 10.4 The trustees may be reappointed for not more than one further consecutive term without a break. Trustees shall be appointed (re-appointed) by a resolution of the Trustees passed by a majority of not less than 2/3<sup>rd</sup> of the Trustees (present and voting at a validity called Trustees meeting excluding the Trustee/s seeking re-appointment).



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Sushma Mehrotra  
Trustee

- 10.5 In case of trustees seeking re-appointment after the expiry of their specified terms, a gap of minimum one year must be given.
- 10.6 If and so often as any Trustee dies or desires to be discharged from or refuses or neglects or becomes incapable or unfit to act or remains absent from three consecutive meetings of the Trustee (without establishing to the satisfaction of the other Trustees that the absence was with good cause) the surviving or continuing trustees or trustees for the time being (and for this purpose any retiring or refusing Trustee) or the personal representative of the last surviving or continuing Trustee may and whenever the number of the trustees of this Deed is reduced to less than two shall appoint new Trustees in place and for the unexpired term of each Trustee so doing or desiring to be discharged or refusing or neglecting or becoming incapable or unfit to act or remaining absent from meetings as aforesaid provided always that the majority of the Trustees shall at all times be normally resident in India. This present power shall be additional to and shall not prevent the execution or exercise of any statutory power to appoint new Trustees for the time being in force.
- 10.7 If at any time the Trustees consider, it desirable to appoint an additional Trustees or Trustees they may do so (subject to the maximum number permitted under this Deed).
- 10.8 The Chairman for the time being will be at liberty to appoint additional trustee within the number mentioned above for such period or on such terms as to retirement and re-appointment as the trustees for the time being considered proper. A person shall cease to be a trustee either (i) if he/ she without leave for absence does not attend three consecutive meetings of the Trustee or for one calendar year, whichever is longer, or (iii) if he/ she is requested to resign by 3/4<sup>th</sup> or as near thereto as possible of the remaining trustees.
- 10.9 Every trustee will be at liberty to resign on giving one months notice of his intention to do so.
- 10.10 The trustees may from time to time frame rules for the conduct and regulations of the meetings of the trustees. In absence of such regulations:
- Two trustees shall form a quorum for a meeting of the trustees
  - All matters will be decided mutually by the trustees



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Trustee

- 10.11 The meeting of the Trustees shall be held at such place and at such time as the managing Trustee for the time being may from time to time decide. *Any two Trustees shall form the quorum* and all matters arising at are dealt with at the meeting, shall be decided by majority of votes and incase of any equality of votes the Chairperson shall have a casting vote
- 10.12 If at any meeting the Chairperson is not present within fifteen minutes of the time appointed for the purpose of holding the meeting, the Trustees present shall select one of themselves to act as the Chairperson of such meeting
- 10.13 The Trustees shall meet as often as they may seem fit but shall meet at least once in every six months.
- 10.14 A meeting of the Board of Trustees may be convened by the Managing Trustee of the Trust. Any two Trustees may require a meeting to be convened and there upon the Chairman or the Managing Trustee shall convene a meeting of the Trustees.
- 10.15 Resolution passed without any meeting of the Trustees but by circulation thereof and evidenced in writing under the hands of 2/3<sup>rd</sup> of the trustees shall be valid and effective as a resolution duly passed at a meeting of the trustees.
- 10.16 There shall be an annual meeting of the Trustees and the annual audited statements of the accounts shall be considered and adopted in such meeting. The MANAGING TRUSTEE shall, at such meeting, place before the Board, a report on the activities of the Trust during the financial year.
- 10.17 The notice of the meeting of the Trustees and *all communications shall be sent 7 days in advance* to the Trustees at their address registered for the time being in the office of the Trust or shorter notice if agreed by all Trustees.
- 10.18 The Trustees shall be entitled to appoint one Trustee from amongst themselves whole-time Trustee with such powers and for such period and upon such terms as the Trustees may decide from time to time. The Trustees of the Trust may also be appointed to Staff positions to carry on the Objectives of the Trust. Such Trustees appointed to serve as full/part time staff of the Trust, for the services rendered, shall be eligible to draw remuneration, allowances and other perquisites as is determined by the Trustees from time to time based on their qualification, experience and or contribution made to achieve the objectives of the trust.



Chairperson

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 Chairperson

ICCO<sup>9</sup>  
  
 Sushma Mehra  
 Trustee

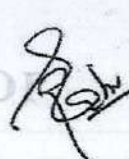
10.19 The Trustees may at any time or times appoint honorary trustees from the people of high repute or funding agencies and remove such person or persons as they think fit to such honorary position, office or title vis à vis the Trust and determine the functions of any of the same (and vary and revoke any such arrangements)

**11.0 POWER TO DELEGATE**

11.1 The Trustees may delegate all or any of their executive powers, authorities herein conferred on them except those conferred by this Clause and clauses and of this Deed to any Committee or Committees (by whatever name called) comprising such of the Trustees and such other persons as the Trustees select PROVIDED FIRST that the resolution making the delegation shall specify the financial limits within which any committee shall function. SECONDLY that the Trustees may at any time revoke either wholly or partly the authority so conferred on any such Committee. THIRDLY that any such Committee shall be required to keep the Trustees fully and properly informed of their deliberations and decisions. FOURTHLY that any such Committee shall conform to any regulations imposed on it by the Trustees. FIFTHLY that no meetings of any such Committee shall be held unless at least one Trustee shall be present or with the prior written approval and SIXTHLY no resolution of any Committee as aforesaid shall be passed unless any Trustee or Trustee present (or a majority of them if more than two) vote in favour of the resolution concerned in addition to a majority of the committee as a whole.

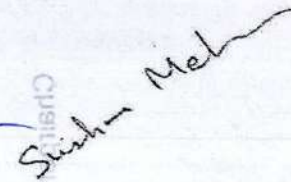
**12.0 NATURE OF TRUSTEES DISCRETIONS**

12.1 In so far as the law allows, every discretion or power hereby conferred on the Trustees shall be an absolute and uncontrolled discretion or power and save where unanimity is required by the provisions of this Deed. Any Trustee who shall dissent from any exercise of any discretion and authorities shall nevertheless concur in executing or signing any document or doing any act necessary for giving effect to the exercise of any such powers discretion or authorities by the majority of the Trustees without being responsible for loss.

  
Trustee

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Chairperson

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Trustee

12.2 In the execution of the Trusts hereof no Trustee shall be liable for any loss to the property of the Trust arising by reason of any improper investment made in good faith (so long as he sought professional advice before making such investment) or for the negligence or fraud of any agent employed by him or by any other Trustee hereof in good faith (provided reasonable supervision was exercised) Although the employment of agent was strictly not necessary or by reason of any mistake or omission made in good faith by any Trustee hereof or by reason of any other matter or thing other than willful and individual fraud wrong doing or wrongful omission on the part of the Trustee who is sought to be made liable.

**13.0 TRUSTEES INDEMNITY**

- 13.1 Without prejudice to any statutory or other right to indemnification which they may have the Trustees hereof shall jointly and severally be indemnified out of the Trust Fund at all times in respect of each and every claim made against them or any of them whether in their capacity as Trustee or Trustees or personally in respect of any liability arising or alleged to arise from any matter act or default arising from or in respect of any liability arising from or in respect of the Trust its affairs administration or activities or any aspect of any of the same PROVIDED ALWAYS that the right of a Trustee to an indemnity under this clause shall not extend to any claim arising from willful fraud or wrongdoing or wrongful omission on his part.
- 13.2 The Trustees shall be entitled to claim reimbursement from Trust funds of their reasonable and proper expenses, including travel cost incurred in the carrying out of their functions as Trustees.
- 13.3 The Trustees shall if they think fit pay for any premium in respect of any indemnity policy to cover them (or any of them) personally in respect of the matters referred to in this clause as entitling the Trustees to be indemnified out of the Trust Fund.
- 13.4 The reasonable professional costs and expenses of setting up this charity may be paid or reimbursed out of the Trust Fund,

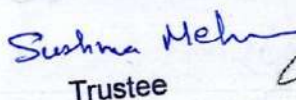


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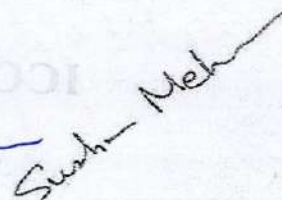


Chairperson

**ICCO**



Trustee



Trustee

**14.0 ACCOUNTS**

- 14.1 Proper accounts showing all amounts received and disbursements made on account of the Trust shall be kept by the Trustees
- 14.2 The Accounts shall be duly audited with all necessary vouchers at least once in every year by a firm of Chartered Accountants as the Trustees shall from time to time appoint and shall be available for inspection of the Trustees.
- 14.3 The accounting year of the trust shall be financial year ending on 31<sup>st</sup> March every year.

**15.0 BANKING ARRANGEMENTS**

- 15.1 The Trustees may open and operate banking accounts in the name of the Trust and buy, hold or sell investments or property / assets in the name of such two or more of them jointly or any trust company which they may establish for the purpose and as they may by resolution decide and a certified copy of such resolution signed by any two of the Trustees jointly for the time being shall be good and sufficient evidence to any bank or other person firm or Company transacting with the Trustees of the Authority of the persons named in such certified copy.
- 15.2 Any banking account as aforesaid shall be operatable as the Trustees may by resolution mandate from time to time.

**16.0 AMENDMENTS**

- 16.1 The Trustees may by unanimous agreement and by deed or deeds alter any of the provisions provided always that no such alteration shall be valid if it would cause the Trust to cease to be a charity at law.

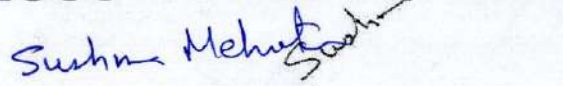


**ICCO**



Chairperson

**ICCO**



Trustee

17.0 WINDING UP THE TRUST

17.1 The trust is irrevocable but in the circumstances beyond control. The Trustees acting unanimously shall have power by deed to revoke the trust herein declared and thereupon (or so soon thereafter as shall be practicable) and after discharge of or provision for all the debts and liabilities of the trust, the Trustees shall transfer the residue of the Trust Fund to such other (charitable) organisations having objectives similar to the Trust or in default for such other charitable purposes as the Trustees choose.

18.0 GOVERNING LAW

18.1 This Deed shall be governed by and construed in accordance with the law of India.

IN WITNESS whereof the Trustees have signed this document as a Deed the day and year first before written

SIGNED AS A DEED BY THE SAID

In the presence of:

Name: ROYASH MOHAN GUPTA S/o SH. J.C. GUPTA (SANJAY PATRA)  
Address: 28th, Jansari, New Delhi-110016  
Occupation: APPG 4053 &

SIGNED AS A DEED BY THE SAID

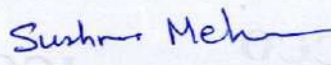
In the presence of:

Name: Anuradha Singh w/o L.P. Singh  
Address: 175, Prayag Apts, Vasant Vihar Enclave, Delhi-96  
Occupation: PO 7122005362409 (SUSHMA MEHROTRA)  
DLND

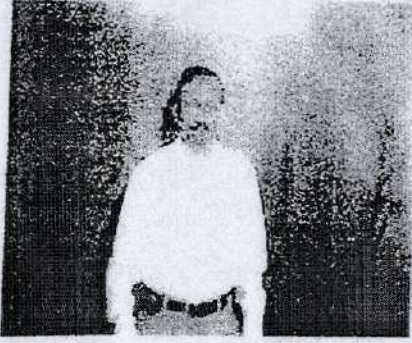
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Chairperson

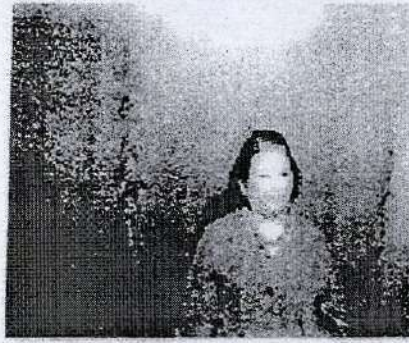
ICCO

  
Trustee

Reg. No. 6035 Reg. Year 2008-2009 Book No. 1



Ist Party न्यासकर्ता



IInd Party न्यासी



Witness गवाह

Ist Party

IInd Party

Ist Party न्यासकर्ता :- SAJAY PATRA

IInd Party न्यासी :- Sushma Mehrotra

Witness गवाह Rohtash Mohan Gupta, Anuradha Singh

**Certificate (Section 60)**

Registration No.6,035 in additional Book No.4 Vol No 3,266  
page 118 to 129 on this date 27/10/2008 day Monday  
and left thumb impressions has/have been taken in my presence.

Date 27/10/2008

Sub Registrar  
Sub Registrar V  
New Delhi/Delhi



ICCO

Chairperson

ICCO

Trustee