

TRUST DEED

THIS Deed is made on this 10th day of February 2017 by

1. Settlers Person 1 with address & Pan No
2. Settlers Person 2 with address & Pan No
3. Settlers Person 3 with address & Pan No

Hereinafter jointly referred to as "Settlers" (which expression shall unless excluded by or repugnant to the context include the Settlers for the time being of these presents and their respective heirs, survivor(s) and successor(s) in office)

and

1. Trustee 1 with address & Pan No
2. Trustee 2 with address & Pan No
3. Trustee 3 with address & Pan No

hereinafter jointly referred to as "the Trustees" (which expression shall unless excluded by or repugnant to the context include the Trustees for the time being of these presents and their respective heirs, survivor(s) and successor(s) in office) OF THE OTHER PART

WHEREAS

- (1) The Settlers are desirous of creating a trust in India which shall work as a Chapter of Bharatiya Jain Sanghatana, Pune and for this purpose has made over to the Trustees an initial contribution of Rs. 11,000 each totaling Rs. 33,000/- (Rupees Thirty-Three Thousand only) in equal proportion (as the Trustees hereby admit and acknowledge) and the Trustees have accepted the same to be held by them upon the trusts hereinafter declared.
- (2) The Trustees have agreed to act as the Trustees of these presents and to hold the said sum of Rs. 33,000/- (Rupees Thirty-Three Thousand only) and the investments for the time being representing the same and all other sums or properties which may from time to time form part of the Trust Fund upon the trusts hereinafter declared and upon the terms and conditions hereinafter contained.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. In consideration of the premises the Settlers has transferred and assigned and made over to the Trustees the sum of Rs. 33,000/- by Cheque, to hold the same and the investments for the time being representing the same and all other sums or properties that may for the time being form part of the Trust Fund unto the Trustees, absolutely and for ever upon trust to apply for objects hereby declared and with and subject to the powers, provisions and declarations hereinafter concerning the same.

2. The name of the Trust shall be **BJS GIVEN NAME CITY (eg for Jaipur BJS PinkCity Jaipur)** with its office **Address with pin code**.
3. "The Trust Fund" shall mean the said sum of **33,000/- (Rupees Thirty-Three Thousand only)** and all investments and any money or any property which may be paid or transferred to the Trustees at any time to be held by them on the trusts hereby declared and the investments representing the same.
4. The Trustees shall apply or utilise the income and/or the corpus of the Trust Fund for all or any of the aforesaid purposes in India as they may determine and without prejudice to the generality of the foregoing the Trustees will have powers to do anything for advancement of the purposes aforesaid and without any distinction of caste, creed or sex.

The Trust shall adopt charitable objects as per charter of Bhartiya Jain Sanghatana, Pune. All the chapters of India shall comprise into this trust.

- a. To achieve all-round development, growth and progress of the people through promotion of education, health, upliftment of self, moral foundation and by promotion of moral values and social and physical aspects of life.
- b. In order to awaken the potentialities of Indian people and to create the stream of potentialities among them, to help the private social organizations and to assist in achieving speed in the social and economic development of India.
- c. To assist public and private organizations devoted to social cause and, further, to assist in implementing the programmes which shall be useful to different social streams in India.
- d. To achieve coordination and cooperation between governmental and non-governmental institutes of national importance doing work in education and research.
- e. To fill up the lapses in the field of national development and particularly, in the field of conflicts arising out of cultural and racial diversity.
- f. To provide succor and relief to people affected by unnatural and unnatural disasters through relief and rehabilitation.
- g. To provide support to trade, finance, business, entrepreneurs and start ups to improve skills, knowledge by way of training, work-shops, programs and all type of such activities with an object of improving capabilities, maturity, employment and all type of support services.
- h. In order to achieve the above objects, to undertake the following programmes, among other things:
 - i. Start and conduct orphanages, ashrams, and rescue-homes for orphans, destitute children and women, widows, the disabled and the helpless for their care, protection and rehabilitation.
 - ii. Start, conduct and manage hospitals, health centers, maternity homes, dispensaries, clinics, ambulance facilities, etc. and provide the poor and the needy with medicines and medical facilities gratis or on nominal charges.
 - iii. Start and conduct institutes for promotion of science, literature, fine arts, commerce, industry, technology and engineering, as well as for training

students to be self-reliant citizens of India and help other institutions with similar objects.

- iv. Start and conduct pre-primary, primary, secondary schools and colleges in all faculties of education through formal, non-formal and open streams with residential and non-residential facilities.
- v. Assist victims and people affected by communal riots, atrocities, social unrest as well as natural calamities (example: earthquakes, floods, drought, volcanoes, etc.)
- vi. To assist social and developmental activities of governmental and private institutes working in the fields of education, family planning, medical services, and other welfare activities.
- vii. Start research and development centers in the field of economics, social sciences, medicine, science and industry, and other faculties and to impart education in these subjects.
- viii. Provide social, legal, spiritual, moral and emotional support and services to individuals, groups and communities to cope with personal, interpersonal, inter-group and inter-community disputes and problems, and there by enabling people to live in peace, harmony and mutuality.
- ix. Contributing towards building a progressive society through promotion of mass marriages, anti-dowry movement, widow remarriages, awareness against child marriages.
- x. Honour meritorious social workers, sportspersons, athletes, scientists, and other talented personalities with meritorious achievements.

5. **INCLUSION AND REMOVAL OF MEMBERS**

The trust can add or remove the members from time to time for the fulfillment of the objectives of the trust.

- a. Member means a person who has been enrolled as member of trust.
- b. Qualification: Any person of Jain community who is above 21 years of age, is interested in the objects of Trust, is of sound mind, has not been declared insolvent by a Court of competent jurisdiction, and is otherwise capable of entering into a contract, have applied in the prescribed form to the Trust to become a member along with payment of requisite membership fees, and he/she being duly admitted as a member by the Board of Trustees after passing due resolution to that effect.
- c. Procedure:
 - i. Any person deserving above qualifications specified in above clause and is interested in becoming a member, shall have to apply in the prescribed form.
 - ii. A member shall be required to pay membership fees at the time of his/her enrollment as member. The membership contribution shall be such as decided by Board of Trustees from time to time after passing due resolution to that effect.
 - iii. The membership shall be of two types:
 - i. Annual Membership – Such member shall remain a member for an accounting year from date of admission. The membership contribution shall be decided by Board of Trustees from time to time after passing due resolution.

- ii. Honorary Membership - Such member shall remain a member for a period of ten years or lifetime from date of admission as may be decided by Board of Trustees from time to time, after passing due resolution.
 - iv. The membership form of such person shall be considered by Board of Trustees. The Board of Trustees shall consider the same & such person can be accepted as a member.
 - v. The Board of Trustees reserves the right to make and enroll new members, and any membership application can be rejected by the Board of Trustees without giving or assigning any reason whatsoever. The decision of the Board of Trustees in the regard shall be final.
- d. Termination of Membership:
 - i. If the member fails to fulfill the qualification as mentioned.
 - ii. If the Board of Trustees deems fit that the membership of member must be terminated in the interest of Trust.

6. **FORMATION OF COMMITTEES**

The Board of Trustees can for the achievement of objectives of the trust, may form various committees and can define its constitution and purposes.

The members of such committees shall be appointed by the Board of Trustees after passing due resolution to that effect.

7. **BOARD OF TRUSTEES**

- a. The general management and control of the Trust for the purposes of managing the Trust affairs and properties shall vest in a Board of Trustees, not exceeding 7 (Seven) Trustees. The first Board of Trustees shall comprise of the following:
 - i. Sh. 1, Managing Trustee and Chairperson
 - ii. Sh. 2, Trustee
 - iii. Sh. 3, Trustee

Further trustees may be nominated by the First Trustees. The minimum number of trustees to function shall be two at a time.
- b. Sh. 1 shall be Managing Trustee and shall be Life-Trustee.
- c. The first trustees shall be life-Trustees. On death of any one or more of the said first trustees, the remaining first trustee/trustees shall be entitled to nominate her or their successors. The first trustees shall be removed. However, they can resign from the office.
- d. The term of all trustees, other than the First trustees will be for a period as decided by the Board. On the expiry of the said term, the Board of Trustees in their sole/absolute discretion shall re-nominate the retiring trustee/trustees or shall nominate some other person of suitable background to fill-up the office so fallen vacant.
- e. The following shall be the office bearers from amongst the trustees:
 - a) Managing Trustee and Chairperson
 - b) Secretary
 - c) Member of the Board of trustees

Sh. 1, shall be the Managing Trustee.
- f. Any trustee may resign by giving one month's notice in writing to the Managing Trustee.

- g. If the Trustees hereby constituted or any one of the trustees appointed hereinabove provided, dies or desires to be discharged or become incapable to act or is adjudicated insolvent or is otherwise incapable to act as a Trustee, then the Board of Trustees may, subject to the provisions of other clauses, appoint any person or persons in place of the trustee/trustees.
- h. Any person shall cease to be a trustee if (I) he/she without leave of absence does not attend five consecutive meetings of the Trust or for five calendar years, whichever is shorter; or (ii) he/she is requested to resign by at least 75 percent of trustees of the Trust.
- i. The trustees shall be respectively chargeable only for such monies, funds, securities and other assets of the Trust as they shall actually receive notwithstanding their signing any receipt for the sake of conformity and shall be answerable and accountable only for their own respective acts, receipts, neglects and willful defaults and not for those of other trustees or bankers, brokers or other persons in whose hands any trust moneys or assets may be placed, deposited or come not for the deficiency or insufficiency of any funds and securities not for any other loss unless the same shall happen due to or through their or his/her own willful 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 of alleged breach of trust committed by a co-trustee.
- j. Where the Trustees in the purported exercise of the trust discretions and powers hereby or by law conferred, or on the advice of any counsel, solicitor or other lawyer, engineer, surveyor or land or estate agent, broker, cashier, accountant or expert, the Trustees shall not be responsible for any loss that may result from acting on such advice but the act or omission shall be deemed to be authorised and proper and the advice shall operate to protect the trustees in the like manner as if the act or omission had been directed or authorised under an order of court of competent jurisdiction.

8. **RIGHT & DUTIES OF OFFICE BEARERS**

Managing Trustee: The Managing Trustee shall preside over the meetings of the Board of Trustees. If all the above office bearers remain absent, the Board of Trustees may nominate any one of them to preside over such meeting. The Managing Trustee shall be head of the Trust and shall do all other acts as may be assigned to him by the Board of Trustees. He will be authorised to sanction application of amount or expenditure upto Rs. 10,000/- at a time.

The Managing Trustee, in absence of Board of Trustees will have the power to appoint or remove Trustees.

9. **ADDITION/REMOVAL OF THE TRUSTEES**

The Board of Trustees shall have the power to appoint or remove Trustees.

10. **POWER AND FUNCTIONS OF THE BOARD OF TRUSTEES**

For the furtherance of the objects of the Trust, the trustees shall generally have the following powers:

- a. To accept any donation, contribution, grant or subscription in cash or in kind including any property from any person, body or persons, company or trust on such terms and conditions as the trustees may think fit.

- b. To apply the whole or part of the income of the Trust fund or accumulation thereof or whole or part of the corpus of the Trust fund for any one or more of the objects of the trust as the trustees may decide from time to time.
- c. To invest and keep invested the trust-fund or the income thereof either in the purchase or mortgage of immovable property or in shares, stock or debentures or other securities and investments, whether authorised by the Indian Trust Act 1882 or not or to keep in deposit with or loan to any company, bank, firm or any other person in conformity with the provisions of the Income Tax Act for the time being in force; and to alter, vary or transpose such investments from time to time as the Trustees may in their own discretion think fit and proper.
- d. To convert and deal with the Trust property and/or to vary the investments for the time being.
- e. To receive any foreign contribution from a foreign source after duly complying with the provisions of Foreign Contribution (Regulation) Act, 1976 or Act in force, and rules framed thereunder or any other law as may be applicable from time to time
- f. To borrow money for the purpose of the Trust and management of its properties.
- g. To sell, alter, vary, transpose, dispose of, alienate or otherwise deal with any property, movable or immovable, comprising the trust fund or any investment representing the same and to reinvest the same in any manner as the trustees may think fit.
- h. To let out or demise any immovable property comprised in the Trust Fund for such period and at such rent, on such terms and conditions as the Trustees in their absolute discretion may think fit.
- i. To adjust, settle, compromise, compound, refer to arbitration all actions, suits, claims, demands and proceedings regarding the trust properties.
- j. To appoint constituted attorneys or Agents and to delegate to such attorneys or agents all or any of the powers vested in them under these presents and from time to time remove such attorneys or agents and to appoint other or others in his or their place.
- k. To make, vary, alter or modify schemes, rules, and regulations for carrying out the objects of the trust and for the management of the affairs thereof and for running any institution in furtherance of the objects of the Trust and otherwise for giving effect to the objects of the Trust.
- l. To start, abolish, discontinue and restart and charity or charitable institution.
- m. To set apart the whole or part of the income or the corpus of the Trust fund for any of the objects of the Trust.
- n. To accumulate the income of the Trust and apply the accumulated income for one or more of the objects.
- o. To pay all charges, impositions and other out goings payable in respect of the Trust fund or any property comprised in the trust and also to pay all costs of any incidental to the administration and management of the Trust Fund for the time being.
- p. To appoint and/or dismiss officer or other employees to look after and manage the properties constituting the trust Fund and to allot to such persons such duties as the Trustees may think fit and proper.
- q. To give donations and/or contribution to other trusts and institutions, whose income be exempt under the provisions of the Income Tax Act.
- r. To appoint committees/sub-committees for management and operation of various project to be undertaken from time to time.
- s. However, following powers will be resolved by the Board of Trustees by three-fourth majority or number nearest thereto:
 - i. Changes or additions in objects of the trust or amendment in the Trust deed ;
 - ii. Changes in power & duties of the trustees, amendment in the covenants or provisions of the Trust.

- iii. To join, cooperate, amalgamate this trust with other Trust or Fund having same kind of allied objects upon such terms and conditions as the Trustees may in their discretion think fit.

11. **MEETINGS OF THE BOARD OF TRUSTEES**

- (a) There shall be at least one meeting in a year.
- (b) At least half of the trustees rounded off to next number, subject to minimum of two shall form the quorum for the meetings.
- (c) All matters arising at a meeting of the Trustees shall be decided by a majority of votes and in case of equality of votes, the Managing Trustee of such meeting shall have a second or casting vote.
- (d) A resolution in writing circulated amongst all the trustees for the time being, shall be as valid and effectual as if it had been passed at a meeting of the trustees duly called and convened.
- (e) The minutes of the proceedings of every meeting of the Trust Board shall be entered in a book manually or through electronic media to be kept for that purpose and signed by the Managing Trustee of such meeting or of the following meeting.

12. **BANK ACCOUNT**

The Trustees with the authorization of Managing Trustee, are authorized to open account with any bank or banks in the name of the Trust and to give instructions to the Bank that such account may be operated upon by one or more of the Trustees or by one or more agents appointed by the Trustees.

Presently, the Bank Account shall be any of the two trustees out of the first trustees. The Bank Accounts may also be operated by such trustees or officers, as may be decided by the Board of Trustees from time to time by passing resolution to this effect.

13. **ACCOUNTS AND AUDIT**

- (a) The trustees shall keep or cause to be kept true and fair account of all monies received and disbursed or spent for the objects and purposes of the Trust.
- (b) The trustees will appoint Chartered Accountants as the Auditor of the Trust to conduct the audit of the Accounts of the Trust every year.

14. **RULES & REGULATIONS**

The trustees may from time to time make such rules and regulations for the management of the affairs of the trust not inconsistent with the main object of the trust, as they may think fit, and may from time to time alter and/or vary the same.

15. **MISCELLANEOUS**

It is expressly declared that no part of the trust property or its income shall be applied for the purpose, which is not related to objectives of this trust.

16. It is hereby agreed and declared that the Trustees may at any time and from time to time utilise the whole or such part or parts of the Trust funds as they may deem fit for all or any of the objects of trust hereinabove contained.

17. The Trustees may, subject to the provisions of the Income Tax Act, 1961 or any statutory modification thereof and in conformity with the provisions thereof accumulate the Income of the Trust Fund within the time limit allowed under the Income Tax Act, 1961 until such accumulation is adequate to meet the cost of any specific project that may be resolved upon by the Trustees.

18. The Trustees shall be entitled to purchase, take on lease, exchange, hire or otherwise acquire any property and to sell mortgage, let out or exchange such property for purposes of the trusts hereby declared.
19. The surviving or continuing Trustees may act notwithstanding any vacancy in their body provided that if the number of Trustees shall fall below two, the surviving or continuing Trustee shall not, except for purposes of filling such vacancy and protecting the Trust Fund, act so long as the number of trustees is below the said minimum number of two.
20. The Trustees will not be entitled to receive any remuneration, as Trustees but will be entitled to be reimbursed all expenses actually incurred by them in connection with the administration of the Trust and/or in the exercise of their duties and powers relating thereto.
21. In the event of failure of the trusts hereby declared, any property of the Trust Fund remaining after satisfaction of the debts and liabilities in relation thereto shall not be paid to the Settler but shall be given to such other institution or institutions having objects and trusts similar to the trusts hereby declared as the Trustees shall decide.
22. It is hereby agreed and declared that notwithstanding any thing contained in the various clauses of this Trust deed, it shall be lawful and valid (and shall be deemed to be in accordance with the intentions and desires of the settlers) for the Trustees to act, abide by and respect the statutory requirements of concerned sections of the Income Tax Act, 1961 or any analogous law as may be in force from time to time and the Trustees are authorised to make consequent amendments, alterations, additions or modifications in such clauses of this Deed. Prior approval or sanction of the Settlers would not be necessary therefor.
23. It is hereby agreed and declared that this trust is a Public Trust and shall be got registered and recognised in accordance with the provisions of Central or State laws in force in India from time to time including Income Tax Act, 1961.
24. Notwithstanding any thing contained in the foregoing clauses, it is hereby agreed and declared unequivocally that this deed does not contain any provisions for the transfer or application, at any time of the whole or any part of the income or assets of the Trust fund for any purpose other than objects of trust and that any rules made thereafter governing the Trust Fund shall not contain any such provision. In case any clause is so construed or interpreted, such clause shall be deemed as deleted, amended or modified accordingly.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seal on the day, month and year first hereinabove written:

SIGNED, SEALED & DELIVERED

By the within named Settlers

In the Presence of (Two Witness)

1 (1)

2 (2)

(3)