

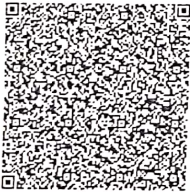
INDIA NON JUDICIAL

3853

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL81292340813849V  
Certificate Issued Date : 27-Mar-2023 10:54 AM  
Account Reference : IMPACC (IV)/ dl761003/ DELHI/ DL-DLH  
Unique Doc. Reference : SUBIN-DL76100334161533062681V  
Purchased by : KALI MATA AVAM SHIV MANDIR TRUST  
Description of Document : Article 64 Trust  
Property Description : Not Applicable  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : KALI MATA AVAM SHIV MANDIR TRUST  
Second Party : Not Applicable  
Stamp Duty Paid By : KALI MATA AVAM SHIV MANDIR TRUST  
Stamp Duty Amount(Rs.) : 100  
(One Hundred only)



LOCKED

UID- 485128803038  
Pann- An BPV 3605K

PCIA AL 2 PB0539P  
UID- 667224620837



Bhenat Biswas

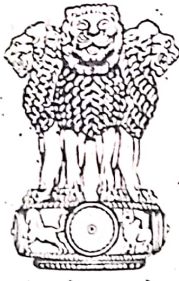


Biswas

Statutory Alert:

- The authenticity of this Stamp certificate should be verified at 'www.shoestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
- The basis of checking the legitimacy is on the users of the certificate.
- In case of any discrepancy please inform the Competent Authority.





सत्यमेव जयते

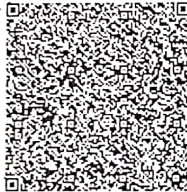
INDIA NON JUDICIAL

T 3853

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL75065294675793V  
 Certificate Issued Date : 13-Mar-2023 07:14 PM  
 Account Reference : IMPACC (IV)/ dl975903/ DELHI/ DL-DLH  
 Unique Doc. Reference : SUBIN-DL97590322075034623716V  
 Purchased by : KALI MATA AVAM SHIV MANDIR TRUST  
 Description of Document : Article 64 Trust  
 Property Description : Not Applicable  
 Consideration Price (Rs.) : 0  
 (Zero)  
 First Party : KALI MATA AVAM SHIV MANDIR TRUST  
 Second Party : Not Applicable  
 Stamp Duty Paid By : KALI MATA AVAM SHIV MANDIR TRUST  
 Stamp Duty Amount(Rs.) : 50  
 (Fifty only)



Please write or type below this line

UID- 485128803038  
PinNo- ABBPV3665K

UID- 667224620837  
PinNo ALZPB0939P



Bharat Biswas.

Biswas

Statutory  
 This e-Stamp certificate should be verified at [www.shoelstamp.com](http://www.shoelstamp.com) or using e-Stamp Mobile App of Stock Exchange  
 and as available on the website / Mobile App renders it invalid  
 The e-Stamp certificate is for the users of the certificate  
 of the stamp when the Competent Authority

TRUST DEED

KALI MATA AVAM SHIV MANDIR TRUST

This Trust Deed is made at Delhi on 31<sup>st</sup> Day of January, 2023 by **Sh. Bharat Vishwas S/o Sh. Kali Pada R/o A-85, Sanjay Camp, Chanakya Puri, South West Delhi, New Delhi-110021**; hereinafter called the **SETTLOR/ FOUNDER TRUSTEE'** (Which expression shall unless excluded by or repugnant to the subject or context be deemed to include his heirs, executors, administrators, assigns and representatives) of the ONE PART and

1. **Mr. Tarun Vishwas S/o Sh. Rohi Dass Vishwas R/o A-85, Sanjay Camp, Chanakya Puri, South West Delhi, New Delhi-110021, and**
2. **Mrs. Brij Bala W/o sh. Ram Naresh Mourya R/o C-97, T Huts ,Sanjay Camp, Chanakya Puri, South West Delhi, New Delhi-110021, hereinafter jointly referred to as "trustee/ies** (which expression shall, unless excluded by or repugnant to the context, be deemed to include the trustee or trustees for the time being of these presents and their successors in office) of the other part.
3. **KALI MATA MANDIR ADDRESS : CN-169, SANJAY CAMP, CHANAKYA PURI, NEW DELHI- 110021.**

WHISEAS the settler is desirous to establish a Trust for general welfare of humanity. The trustee have at the request of Settlor agreed to the act as Trustee of these presents upon the terms and provisions hereinafter contained.

**NOW THIS TRUST DEED WITNESSETH AS FOLLOWS**

1. The name of the Trust shall be "**KALI MATA AVAM SHIV MANDIR TRUST**".
2. That the registered office of the trust ~~shall be situated at~~ <sup>plant based</sup> **KALI MATA MANDIR TRUST OFFICE ADDRESS : KAUTILYA MARG, SHOP NO. 17, SABJI MARKET, CHANAKYA PURI, NEW DELHI-110021**; India, or at such other place or places as the Board of Trustees may decide from time to time . Branch/administrative offices can be opened in any part of the country for the smooth functioning of the trust.
3. The Board of Trustees shall hold a sum of Rupees 1100.00 (RUPEES ONE THOUSAND ONE HUNDRED ONLY), this day paid to them and all monies, funds other movable or immovable properties and incomes thereof which may hereinafter be received by the board of Trustees from time to time as Gifts, Donations, Grant, Subscriptions or otherwise for the purposes of the Trust and the Trust fund shall vest in the Trustees jointly.
4. That the objectives of the Trust shall be wholly for the public and charitable purposes and incomes shall be applied for the same and accumulated in India wholly for public & charitable purposes without prejudice to generality of provisions aforesaid and the following shall be deemed to be the principal objectives of "**KALI MATA AVAM SHIV MANDIR TRUST**".
5. To organize the all types Pooja and other religious programme anywhere in India or out of the India. As well as to organize any type of Yatra, Bhandara etc. in this regard.
6. To organize India Religious Functions like Janamashtami, Shiv Ratri, Kavadi, Jagran, Mata Chowki, Bhakti Mela etc. time to time in any part of the country and to organize Indian Festivals and Cultural programmes etc.
7. To work towards developing and fostering mutual cooperation, understanding and common action among various individuals, groups and organizations engaged in religious and human

*Bharat Vishwas*

*Brij Bala*



## TRUST DEED

welfare work in the country and to establish co-operation and linkages with other networks, forums and associations.

8. To undertake such other activities which are relevant to fulfill the objectives of the trust.
9. To promote and enhance the religious and humanity as well as welfare activities among the citizen of India.
10. To aid or establish any institution/academy for a charitable cause.
11. To construct, maintain, alter, improve or develop any building belonging to the trust or works necessary or convenient for purpose of the trust.
12. To raise fund and accept gifts, donation subscriptions in cash or in kind and any property either movable or immovable for the achievement of the objective of the trust.
13. To acquire, purchase or otherwise own or under take on loan or lease or hire temporality or permanently and movable or immovable property necessary or convenient for the furtherance of the objects of the trust.
14. To promote, encourage and facilitate research programmes and trainings in the field of Ayurveda and methods of better human health.
15. To publish books, magazines, charts, issue related IEC (information, education and communication) materials and other periodical illustration for generating the income for the trust for the benefit of its aims, after getting permission from the appropriate authority.
16. To open institute to educate persons/students for employment etc.
17. To establish, build or manage hostels, short stay Homes, Rehabilitation Centers, Shelters, Child Care Centre or Children's Home, Counseling Centers and Help Line Centers for Women. Children and needy persons.
18. To establish and run schools, colleges, and library's, hospitals for the benefit of the public.
19. To collect & preserve manuscript, painting, sculptures works of arts, natural history epicenes, mechanical & scientific instruments and design.
20. To take special protective and beneficiary step for the minority community whether they belong to religious minority community, ethnic minority community and linguistic minority community.
21. To build a proposed institute any college and hospital in any district within the country.
22. The trust will provide Research facilities for the patients of Aids, Thalesmia, and cancer which will be under the heads of different specialists from within the country and aboard.
23. To build an old age home, widow home, orphanage home and also a home for the poor and helpless females who have no shelter. These helpless female will also be imparted technical education and training so that they can earn their livelihood independently and dignity.
24. To take-up initiate or assist social development activities or welfare programme for bringing positive change in the lives of the common people.
25. To raise funds and accept gifts, donation subscriptions in cash or kind any property either movable or immovable for the achievement of the objective of the trust.
26. To promote better relations between public.
27. Promote tolerance, understanding, confidence building, management and resolution of conflicts, peace, nuclear stabilization, disarmament, economic and cultural cooperation and people to people contracts in the country.

*Bismar*

*Bharat Birus*

Deed Related Detail

Deed Name TRUST		TRUST (MOVABLE)	
<b>Land Detail</b>			
Tehsil/Sub Tehsil Sub Registrar VII			
Village/City	Chankya Puri	Building Type	
Place (Segment)	Chankya Puri		
Property Type	Residential		
Property Address	House No.: CN-169 SANJAY CAMP, Road No.: SOUTH WEST DELHI, Chankya Puri		
Area of Property	200.00	Sq.Meter	0.00
<b>Money Related Detail</b>			
Consideration Value	100.00 Rupees	Stamp Duty Paid	50.00 Rupees
Value of Registration Fee	1,000.00 Rupees	Pasting Fee	100.00 Rupees
Transfer Duty	0 Rupees	Government Duty	50 Rupees

This document of TRUST TRUST (MOVABLE)

Presented by: Sh/Smt.

KALI MATA AVAM SHIV MANDIR NA  
TRUST

S/o. W/o.

R/o

CN-169 SANJAY CAMP CHANAKYAPURI ND

in the office of the Sub Registrar, Delhi this 27/03/2023 00:00:00 day Monday between the hours of

Signature of Presenter

Execution admitted by the said Shri / Ms.  
KALI MATA AVAM SHIV MANDIR TRUST

and Shri / Ms.

NA

Who is/are identified by Shri/Smt/Km. BRIJBALA S/o W/o D/o RAM NARESH MAURYA R/o C-97 T HUTS SANJAY CAMP  
CHANAKYAPURI ND

and Shri/Smt./Km SATISH KUMAR S/o W/o D/o RAMBHAJAN R/o FKHARPUR MO SHAHPUR KHEKRA BAGHPAT UP

(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 29/03/2023 16:46:36

Registrar/Sub Registrar  
Sub Registrar VII  
Delhi/New Delhi



2393001500149

TRUST DEED

28. Uphold public interest and civil society in each country and the overall interests of the peoples of this country.
29. Promote, as far as possible, healthy, informative, educative, objective and constructive activities for better human life.
30. To organize various kind of welfare programs/activities.
31. To promote public awareness of the employment through publication of its activities and operations.
32. To help the poor street children by providing them shelter, food and education. Trust will invest its money and funds according to sec-11(5) of the income tax Act, 1961.
33. To apply any part of the trust fund in acquiring movable and/or immovable properties and mortgage, alienate or otherwise dispose of the same as they may think fit and proper. To apply and get registered under sec. 80-G of the income Tax Act and other regulations/acts required to fulfill and uplift the objects of trust
34. All the incomes, earnings, movable/immovable properties of the trust shall be solely utilized and applied towards the promotion of its aims and object only, set forth in the Memorandum of the trust and no profit, thereof shall be paid or transferred directly or indirectly by way of dividends, bound, profits, or in any other manner whatsoever to the present or past members of the trust or to any person claiming through any one or more of the present or the past members. No member of the trust shall have any personal claim on any movable or immovable properties of the trust or make any profits, whatsoever, by virtue of this membership.
35. The board of trustee appoints the founder of this trust, **MR. BHARAT VISHWAS** the president [head of trust/managing trustee] and she will be responsible for the functions of the trust **MR. BHARAT VISHWAS** will continue to be the president of the trust.
36. During the life time of founder, he can appoint his nominee and after his death the appointed nominee and in case none is appointed then the legal heir will enjoy all the rights of founder as presently the founder is enjoying. This process of nomination or successor shall continue till the working of the trust. To repeat, the settlor or the nominees(s)/successor(S) shall continue to hold all those power at present enjoyed by the settlor.
37. Bank account of the trust will be opened in any scheduled nationalized or multinational bank and shall be operated by the signature of **MR. BHARAT VISHWAS (settler)**.
38. Number of the trustees shall not be less than two in number. Trustees shall be the trustees for the period as per discretion & in consultation with the settler/his successor(S) or his nominee but any trustee may resign before period ends of his or his appointment as trustee, by giving in writing to the board of trustees one month in advance appointment/replacement of trustee(S), if required, shall be only with the final approval of settler/his nominee(s) or the successor(S).
39. The trust can open and maintain institutes for different types of courses/ studies i.e institute for management & engineering, institute of science & information technologies, institute of management studies, institute of arts & commerce and institute for industrial training under any name & style as decided from time to time.
40. The board of trustees shall be entitled to sue in the name of trust and may similarly be sued in the name of trust. Any liability due to defeat in legal proceedings against the trust will be made

*Bharat Vishwas*

*Biswas*



TRUST DEED

good from the trust fund and will not be considered personal liability of president/board of trustee.

41. The general management and control of the trust properties and its affairs shall be vested in the trustees (as per their executive offices decided by managing trustee from time to time) and the trustees shall have power to do all such acts as may be considered necessary for the benefit of the trust and/or management of its properties and affairs, veto power shall always remain with settler, his nominees or the successor(S).

**RULES & REGULATIONS:**

**Changes in objects:**

The trustees shall have powers, by due process of law, to delete or modify any of the objects hereinbefore set out or to add any object or objects to the above, provided the majority of the trustees agree to the same and the objectives added are of a charitable nature only.

**Charitable purpose:**

It is expressly provided that if the definition of charitable purpose in section 2(15) of the income tax act, 1961 is changed, the objects and purposes of the trust fund set out in this clause shall be deemed to be changed accordingly.

**Trust fund and properties:**

**Trust fund:**

The trustees shall be at liberty to retain the trust fund in the state of investment in which they receive it or any part thereof in or upon any investment for the time being authorized by law.

**Fund-raising:**

It shall be lawful for the trustee to trustee to augment the resources of the trust by the income from the initial fund and also by grant, donations and contributions received from time both in cash or kind and by raising funds in every lawful and permissible way.

The trustees shall hold any properties movable or immovable, that may be acquired by the trust either by purchase or otherwise.

**Limitation:**

It is expressly provided that the trust fund shall not be applied for any purpose other than those specified under the objectives of the trust. Investment of trust money should be in permissible investments as per it law.

*Bhawra Bawa*

*Bawa*

TRUST DEED

**MANAGEMENT OF TRUST:**

**Number of trustees:**

The number of the trustees shall not be less than and more than nine. If the number of trustees falls below five, the trustees shall not, except for the purposes of filling any vacancy, act so long number is below the said minimum.

The founder trustee shall remain trustee for life. He cannot be removed without his consent. The managing trustee should nominate his legal heir for this position, failing which the board will select the same by majority votes.

**Board of trustees**

The management and administration of the affairs of the trust shall be vested with the board of trustees. The board would include a managing trustee, secretary and treasurer.

**a) Managing trustee**

**MR. BHARAT VISHWAS** shall be the managing trustee (chief functionary) for the administration of this trust.

**b) Treasurer**

The board would appoint a treasure of the trust. He/she would be responsible for maintaining regular books of account and shall be in charge of all account books of the trust. He/she will have the power to collect and receive subscriptions and other contribution and to give receipts for the same.

**c) Secretary**

The board will appoint a secretary. The day-to-day administration of the trust shall be looked after by the secretary under the guidance, control and supervision of the board of trustees.

The board member can also take advice from an advisory board set up for taking the expert opinion for the management of the trust.

**Term of office of the board:**

These trustees shall hold office for three years or such duration as may be specified by the board of trustees.

**Meeting:**

The board of trustees shall meet at least once annually or as often as may be necessary for the satisfactory conduct of the affair of the trust. The meeting can also be organized though video conferencing facilities, in case all the trustees are not able to physically meet for the board meeting.

*Bharat Vishwas*

*Bishwas*





## TRUST DEED

### Notice:

15 days Notice shall ordinarily be given in writing for a meeting of Board of Trustees.

### Quorum:

- a) There shall be a normal quorum when at least  $\frac{1}{2}$  of the total strength of trustees or 3 members, whichever is more, are present at any meeting of the trustees.
- b) If a quorum shall not have assembled within half an hour after the time appointed for the meeting, the meeting shall be adjourned to the same time and same day next week and shall be convened after 30 minutes at the same place originally declared.
- c) In such an adjourned meeting, a lower quorum of  $\frac{1}{3}$  of the trustees or two trustees, whichever is higher, will be sufficient and all the business transacted in such meeting shall be considered legal and valid.
- d) Provided, however in the absence of the normal quorum (i.e.  $\frac{1}{2}$  of the total strength of trustees or 3 members, whichever is more) at the adjourned meeting, no business requiring a majority higher than  $\frac{1}{2}$  of the members present and voting, will be transacted.
- e) Provided further that at an adjourned meeting, the chair shall not permit discussion or decision on any matter which has not been specifically listed, in the notice for the original meeting.

### Resolution by Majority:

- a) Every resolution submitted to a meeting, except those enumerated in the following paragraph, shall be decided by a simple majority of the trustees present at such meeting and voting on the same. Each trustee shall have right to give one vote whether or not he/she has previously voted on the question.
- b) In the question of appointment of new trustees, removing the name of any trustee, increasing the number of trustees of the trust, or amendment of the trust deed, the resolution shall be required to be passed by  $\frac{2}{3}$ <sup>rd</sup> of all the trustees present in the meeting. It is also provided that such resolution can be passed only at a meeting which a minimum quorum of  $\frac{1}{2}$  of trustees or 3 trustees whichever is high is present.

### Resolution by Circulation:

- a. Any matter or business of a routine or formal nature, which calls for an urgent decision, except those enumerated in the following paragraph, may be determined by a circular without meeting of the trustees providing that the matter is circulated to all the trustees in writing and the resolution is supported by majority of the trustees through their written consent. The circular resolutions shall be treated as any other and they will have the same validity as other resolution.
- b. The following matters cannot be decided by circulation. Consent of the managing trustee is essential in any of these matters.
  - I. Appointment of new trustees
  - II. Removing the name of any trustee;
  - III. Increasing the number of trustees of the trust
  - IV. Amendment of the trust deed
  - V. Dissolution of the trust

Bharat Biswas

Biswas

## TRUST DEED

### Difference of opinion in decision making

In all matters which in the trustees have a discretionary power or which in these shall be a difference of opinion regarding the construction of these presents of the management of the trust fund, or as regards any act or thing to be done by the trustees, the votes of the majority of the trustees for the time being, voting in the matter shall prevail and be binding on the minority as well as on those trustees who may not have voted, and if the trustees shall be equally divided in opinion, the matter shall be decided according to the casting vote of the managing trustee.

### Delegation of power

The Trustees shall be entitled at their discretion to delegate their powers to one or more of them.

### Remuneration to Trustees

The Trustees will not be entitled to receive any remuneration for their duties of the office of a trustee. However, the Trustees may reimburse themselves all expenses actually incurred by them in connection with the Trust or their duties relating thereto.

### Fee for Professional work

The trustees shall be entitled to charge and be paid all usual professional fee or other charges for business done by him/his or his /his firm in respect of and in relation to the trusts of these presents. Any trustee required to perform additional duties on a regular basis, beyond the call of the office of a trustee, may also be paid suitable salary or honorarium, subject to prior approval by the board of Trustees.

### Resignation and Removal

Every Trustee will be at liberty to resign on giving one month's notice of his/his intention to do so.

In the following event, Trustee shall cease to hold office and a vacancy in the office of Trustee shall be created:

- When a Trustee resigns
- When a Trustee become insolvent
- When a Trustee is declared of unsound mind or has any other physical unfitness to administer the Trust
- When a trustee is convicted for a criminal offence involving any financial irregularities.
- When a trustee dies
- When trustee is found to have acted against the interest of the trust
- Upon expiry of the period up to which the board of trustee have nominated the trustee.
- Any trustee can also be removed by majority vote and consent of the founder trustee.

### Duties of Trustees

- To take reasonable care in exercising their powers as Trustee.

Biswas



## TRUST DEED

- To read and understand the Trust instrument (i.e. the Trust Deed or Will setting up the Trust)
- To carry out the terms of the trust instrument
- To defend the Trust,
- To prudently invest Trust assets
- To act fairly between beneficiaries
- To comply with the terms of the Trust
- To provide information and accounts to the beneficiaries on request. The beneficiary can be asked to pay the cost of producing the document.
- To act unanimously unless there is express power in the Trust instrument for decision to be reached by majority.
- To act without reward: the general rule is that a Trustee cannot charge for his services, unless they are a professional Trustee.
- Not to make a secret profit from the trust e.g. supplying goods or services to the Trust through the Trustee's own business.
- Not to purchase Trust property without express authority in the Trust instrument
- Not to be in a conflict of interest position and
- The duty to administer the trust in the best interest of the beneficiaries

### **Power and Responsibilities of Trustee:**

#### **Accept Donation**

It shall be lawful for the trustees to accept voluntary donation from individual or institutional sources, either Indian or foreign, and whether in cash or in kind or by way of a legacy of bequest. The trustees may also allow a donor or sponsor to erect a building or building on any land belonging to the said trust for the further and of any object of the trust. All the donations, including those of lands, buildings and other immovable properties, shall be treated as forming part of the trust fund being the subject matter of these presents and be applied accordingly. The trustees shall also be at liberty to refuse any donation, legacy or gift, without giving any reason for such refusal.

#### **Bank account**

The bank account of the trust shall be opened in any scheduled bank and shall be operated by the signature of settler of the trust **Mr. BHARAT VISHWAS.**

#### **Using the Trust Fund**

It shall be lawful for the trustees to provide aid by way of donations out of the income or the corpus of the trust fund (to any extent they deem fit), or otherwise to individuals, philanthropic institutions, societies, organizations (for profit or not for profit), trust or their agencies which may have been established for charitable purposes mentioned above of these presents, to enable such institutions, societies, organizations, trusts or agencies to start, maintain or carry out such charitable objects.

*Bharat Vishwas*



*Bharat Vishwas*

## TRUST DEED

### **Enter into Contracts**

The trustees will have the power to enter into contracts, or engagements on behalf of the trust. They will also have the power to make, sign and execute all such documents instruments, as may be necessary or proper for carrying on the management of the properties and affairs of the trust.

### **Investment**

The trustees will have the power to invest such monies and such funds of the trust and to vary the investments as and when it may seem necessary or proper provided that such investments shall be made only upon immovable properties or upon securities permissible by law and as the board of trustees may deem fit.

### **Maintaining statutory records**

The trustees shall keep, or cause to be kept, all statutory records, including all legal documents, registers, books of account, minute books of account, minute books and have the accounts audited annually by qualified chartered accountants. The financial year of the trust shall begin on 31<sup>st</sup> march.

### **Location of books of accounts**

The books of account of the organization shall be kept at its registered office or at any other suitable place approved in advance by the board of trustees through a resolution.

### **Accountability**

The trustees shall be accountable only for such moneys, stocks, shares and funds as shall actually come into their hands and a trustee shall not be answerable or accountable for neglect, default, acts or omissions or commissions of the other trustees, nor of any banker or other person with whom the trust properties or any securities or any have been deposited or kept.

### **Decision of trustees is conclusive**

The trustees shall have the power to determine in case of doubt whether any moneys or property shall for the purpose of the charity be considered as capital or income and whether out of income or capital any expenses or outgoings ought to be paid or borne and every such determination shall be binding and conclusive provided that nothing contained shall be deemed to authorize the trustees to spend the income or corpus of the trust for any purpose not authorized by these presents. All the decision is made by the founder member of the trust.

*Bharat Biscuits.*

*Biswas*



## TRUST DEED

### **Amendment of trust deed**

The trustees shall have power to amend the clauses of the trust deed any additions or alteration in the presents, in a special meeting by majority of votes, subject to the provisions of clause 18(b).

### **Raise loan**

The trustees shall have power to raise loan, to receive monies, securities or other movable property on behalf of the trust to accept any trust, trust fund or endowment so long as the provisions of such trust or endowment are in consonance with the object of the trust.

### **Contract or agreement**

The trustees shall have power to enter into contracts, or agreements on behalf of the trust.

### **Catch all clause**

The trustees will have the power to do all other things to fulfill the objective of the trust, as they think fit.

### **Conflict of interest policy:**

The trustees will design and ensure implementation of a conflict-of-interest policy based on principles outlined below:

1. Commitment to duties
  - The duty of undivided loyalty to the trust
  - The duty of care
  - Prohibition against self-dealing
  - Need for accountability (fiduciary, ethical, legal) and stewardship.
2. Prohibitions
  - The trust will not loan money or property to a key person.
  - The trust will not make a grant of funds (directly through itself, or indirectly through another organization), to a key person.
  - The trust will not sell or buy or lease land or buildings from a key person without specific approval of the board of the trustees and from the charities commissioner, which applicable.
  - The trust will not do business with a key person in a way that is unfair to itself.

Bharet Biswas.

Biswas



## TRUST DEED

### 3. Disclosure of interest

- Each trustees or manager (including, but not limited to chief functionary, executive director, director, secretary, office bearers etc. must disclose possible points of conflict.
- Such trustees should not be present when the matter is discussed.
- Every transaction, having any monetary implication, during a year with a key person, will be reported in the audited annual financial statements of the trust. All outstanding commitments to/ dues from a key person at the end of the year will also be disclosed along with the highest and lowest amounts of such commitments/ dues being disclosed in the audited annual financial statements.

### 4. Money value

- The conflict of interest policy will also consider the amount involved. For example. If the total value of all such transactions with a key person in a year exceeds Rs. 50000 then:
  - The goods or services must be provided to the trust at actual, reasonable or discounted value.
  - Details of the transaction must be disclosed to the board. The concerned member cannot participate in discussion or voting.
  - Detailed minutes of the transaction must be kept.
  - The transaction must be authorized by 2/3<sup>rd</sup> of the voting board. Persons, who have themselves sold services or goods to the trust in last one year, cannot vote on this transaction.
- The above limits are illustrative only. The trustees may specify or modify the monetary limits in the policy from time to time depending upon the size and funds of the organization at the time.

### 5. Corrective action

- The policy should also provide for corrective action when unfair transactions are discovered later:
- A transaction showing conflict of interest can be voided later if it is seen to be in bad faith.

### 6. Audit confirmation

- Each annual audit report of the trust will include, in its main body, a specific confirmation by the auditors of the trust, whether the conflict of interest policy has been implemented in full during the year and

Bharat Biswas,

Biswas



TRUST DEED

whether there were any departures. In case of departures, the audit report will give sufficient details thereof.

This policy shall apply to every key person and to all transactions with key persons.

**Dissolution of trust**

In the event of dissolution of trust, the managing trustee will have the power to dispose off all the assets of the trust. All the funds in the trust and the proceeds from sale of assets will be used for the purpose outlined in the trust deed.

**Definition of key person**

For the purpose of this trust deed, 'key person' means any person listed in section 13(3) of the income tax act, 1961. Further, any concern, whether commercial or non-profit, in which a natural 'key person' holds a position as an employee, board member or ordinary member will also be included in the definition of key person for the purpose of this trust deed. Any person associated in an honorary capacity with the trust will also be considered a 'key person' if he or she is in a position to influence decision-making in the trust. Further, a person will continue to be deemed a 'key person' for a further period of two years from the date his or his relationship as an active 'key person' of the trust comes to end.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HERETO SEEN AND SUBSCRIBED THEIR RESPECTIVE HANDS, ON THE DAY, MONTH AND YEAR FIRST MENTIONED HEREBY.

**WITNESSES:-**

1. Brij Bala W/o Sh. Ram Nagesh Kurya  
R/o 97 T Huts Sanjay Camp  
Chankya Puri N.D. 21 = (50)  
U.I.D. 507414257020

Brij Bala

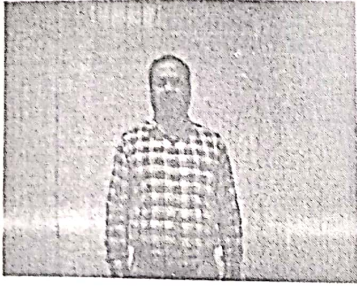
Bharat Biswas  
SETTLER

2. Satish K.R. W/o Sh. Rambhajan  
R/o - Fkharpur mo. Sankar Khetra  
Bagpat U.P. 20101 = (40)  
U.I.D. - 445620312454

Satish

Biswas

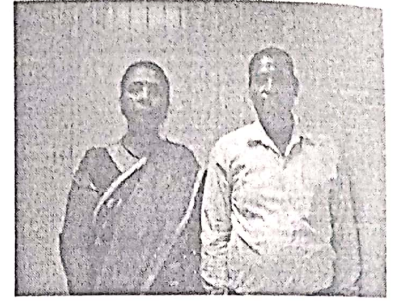
Reg. No. 149      Reg. Year 2023-2024      Book No. 4



Ist Party



IInd Party



Witness

Ist Party      BHARAT VISHWAS (On Behalf of KALI MATA AVAMSHIV MANDIR TRUST)

IInd Party      NA

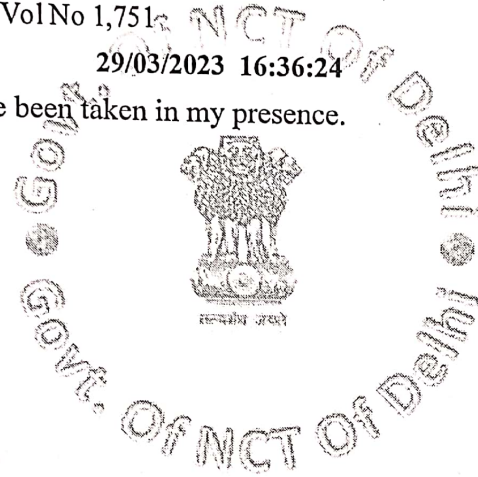
Witness      BRIJBALA, SATISH KUMAR

**Certificate (Section 60)**

Registration No.149      in Book No.4 Vol No 1,751  
on page 167 to 180 on this date      29/03/2023 16:36:24  
and left thumb impressions has/have been taken in my presence.

day Wednesday

Date 29/03/2023 16:47:19



*[Signature]*  
Sub Registrar  
Sub Registrar VII  
New Delhi/Delhi



2393231100149





Government of National Capital Territory of Delhi  
e-Registration Fee Receipt

Receipt No DL1049260753437  
Issue Date 16-MAR-2023 10:00  
ACC Reference SHCIL/SHCIL NCT OF DELHI/NEHRU PLACE  
ESI Certificate No IN-DL75065294675793V  
Purchased By KALI MATA AVAM SHIV MANDIR TRUST  
Registration Fees Paid By KALI MATA AVAM SHIV MANDIR TRUST  
Property Description Not Applicable  
Purpose Article 64 Trust

Particulars	Amount (Rs.)
Registration Fee	₹ 1,000.00
Copying Fees	₹ 100.00
Service Charges	₹ 15.00
CGST @ 9 % *	₹ 1.00
SGST @ 9 % *	₹ 1.00
Total Amount	₹ 1,117.00

( Rupees One Thousand One Hundred Seventeen Only )

Statutory Alert : This is a receipt of fees collected and should not be treated as receipt of Registration.  
The authenticity of e-Registration Fee Receipt can be be verified at website i.e.  
<https://www.shcilestamp.com/Registration/> .

LOCKED



\*GSTIN Number : 07AABCS1429B1ZW

PAN: AABCS1429B

CIN: U67190MH1986GOI040506

SAC : 998599

PREMISES : IFCI Tower, 5th Floor, A wing, 61, Nehru Place, New Delhi-110019

Bhenut Biswas .

Biswas

