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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL228143453586530
Certificate Issued Date	: 03-Mar-2016 05:35 PM
Account Reference	: BVPACC (IVY @844403/ DELHI/ DL-OLH
Unique Doc. Reference	: SUBIN-DL844403443821639522700
Purchased by	: THE 1947 PARTITION ARCHIVE
Description of Document	: Article 64 Trust
Property Description	: A-7, GEETANJALI ENCLAVE, NEW DELHI-110017,
Consideration Price (Rs.)	: 0 (Zero)
First Party	: VIKRAM SINGH SOOHI
Second Party	: THE 1947 PARTITION ARCHIVE
Stamp Duty Paid By	: THE 1947 PARTITION ARCHIVE
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



e-Stamp LOCKED

Laxmada Singh Challa
PPAB- AO 4502



Vikram Singh Soohi
724226828487



Ashu Singh
292989554888



Kashmiri Butta

DL-122843011199

Handwritten signatures and official stamps of the Government of NCT of Delhi are visible at the bottom of the document.

(1st page being E-Stamp Paper)

TRUST DEED

THIS INDENTURE made this _____ day of March 2016 BETWEEN **Shri Vikram Singh Sodhi** son of Late Shri Harratan Singh Sodhi residing at W-10A/15, Western Avenue, Sainik Farm, New Delhi-110062, hereinafter referred to as "the Settlor" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his successor or successors and assigns) of the ONE PART ;

AND

Mr. Arun Seth son of M.D. Seth and Rajrani Seth, residing at A-7, Geetanjali Enclave, New Delhi 110017, **Guneeta Singh Bhatta**, daughter of Anand J. R. S. Bawa Bhatta and Ruby Singh, residing at 473, Sector 27-D, Noida, Uttar Pradesh 201301 and **Kaushik Dutta**, son of Anjali Dutta and Ajit Kumar Dutta, residing at 843 Asian Games Village, New Delhi, Delhi 110049, hereinafter jointly referred to as "the Trustees" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the Trustee or Trustees for the time being of these presents and their successor or successors-in-office) of the OTHER PART.

WHEREAS:

1. The Settlor is desirous of creating a trust for conducting charitable activities as is specifically provided in the objects clause to this Indenture of Trust, and hereby establishes a Trust Fund and for this purpose has made over a sum of Rs.100/- (Rupees One Hundred Only) to the Trustees by way of initial settlement/ contribution.
2. The Trustees have, at the request of the Settlor, agreed to act as Trustees and to hold and apply the said sum of Rs.100/- (Rupees One Hundred Only) and all gifts, contributions, subscriptions and donations (subsequently received) to the said fund for public charitable purposes subject to the trusts, powers and provisions contained in this Deed.

Vikram Singh Sodhi

Arun Seth

Guneeta Singh Bhatta

Kaushik Dutta

Vilva Sathi



Vilva Sathi



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HOW THIS DEED WITNESSETH as follows:-

1. Interpretation:

IN THIS INDENTURE OF TRUST wherever the context permits, the following words shall have the following meanings:

- (a) "Board of Trustees" or "Board" means a meeting of the Trustees, duly called and constituted, or as the case may be, the Trustees assembled at a Board Meeting or acting by circular as provided herein.
- (b) "Byelaws" means such rules and regulations, which may be made by the Trustees from time to time for the management and administration of the properties and activities of the Trust.
- (c) "Chairperson" means the Trustee acting as Chairperson of the Board of Trustees of this Trust who shall not be a minor or of unsound mind or persons disqualified by the law.
- (d) "Contribution/ Grant/ Sponsorship/ Endowments" means and includes any non-refundable, non-interest bearing property paid or transferred to the Trust by the contributors/ donors and any gifts or bequests.
- (e) "Deed" means any instrument in writing executed by the parties or party hereto.
- (f) "Indenture of Trust" means this indenture of trust executed on the ____ day of the month of March in the year two thousand and Sixteen.
- (g) "Partition" means Partition of British India in 1947.



Deed Related Detail

Deed Name TRUST TRUST (MOVABLE)

Land Detail

Tehsil/Sub Tehsil SR V A Hauz Khas
 Village/City Malviya Nagar Building Type
 Place (Segment) Malviya Nagar
 Property Type Residential
 Property Address House No.:A-7, Road No.: Malviya Nagar
 Area of Property 900.00 Sq.Yard 0.00 0.00

Money Related Detail

Consideration Amount 0.00 Rupees Stamp Duty Paid 100.00 Rupees
 Value of Registration Fee 1,000.00 Rupees Pasting Fee 100.00 Rupees


This document of TRUST TRUST (MOVABLE)

Presented by: Sh/Smt. S/o, W/o R/o
 THE NINETEEN FOURTY SEVEN NA A-7 GEETANALI ENCLAVE NEW DELHI

in the office of the Sub Registrar, Delhi this 04/03/2016 1:57:02PM day Friday between the hours of



Signature of Presenter


 Registrar/Sub Registrar
 SR V A Hauz Khas
 Delhi/New Delhi

Execution admitted by the said: Shri / Ms.

THE NINETEEN FOURTY SEVEN PARTITION ARCHIVE TRUST TH SETTLER MR VIKRAM SINGH SODHI

and Shri / Ms.

THE NINETEEN FOURTY SEVEN PARTITION ARCHIVE


Who is/are identified by Shri/Smt./Mr. HARISH RUMAR S/o W/o D/o P. S. R/o SHI KOBWARA BELLADGARH

and Shri/Smt./Mr. SANATAN S/o W/o D/o DEV DUTT R/o VPO GHAZIABAD

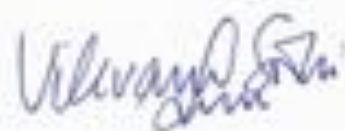
(Marginal Witness). Witness No. II is known to me.

Contents of the document explained to the parties who understand the conditions and admit them as correct.
 Certified that the left (or right) thumb impression of the executant has been affixed in my presence.

Date 04/03/2016 14:07:31


 Registrar/Sub Registrar
 SR V A Hauz Khas
 Delhi/New Delhi

- (h) "Persons" means any individual or any body of persons, corporate or otherwise.
- (i) "the law" means the law of the Republic of India.
- (j) "Trust Fund" means and includes any or all of the following as the context may require:
- (i) The initial settlement/ contribution;
 - (ii) Investments;
 - (iii) Income and accretions thereto;
 - (iv) Donations and grants; and
 - (v) All other properties of the Trust.
- (k) "Trust Property/ Properties" shall include both initial as well as additional property hereto, comprising of real, personal, electronic or in any other medium comprising of literature, photographs, motion pictures and any other movable or immovable property of any description and wheresoever situated and in relation to intellectual right, patents, trademarks and interests includes those rights and interests whether vested, contingent, defeasible or future.
- (l) Words in the singular shall include words in the plural and words in the plural shall include the singular.
- (m) Words importing the male shall include the female and neutral gender.
- (n) The headings and sub-heading to this Indenture of Trust are inserted only for reference to the provisions hereof and shall not affect the construction of such provisions.









(o) Words and expressions used in this Indenture of Trust but not defined herein, shall unless the context specifies otherwise, have the same meaning as defined in the law.

(p) References in this Indenture of Trust to any statute or regulation made using a commonly used abbreviation shall be construed as a reference to the short title of the statute or full title of the regulation as the case may be.

2. Name and Address of the Trust:

The Trust shall be known as "The 1947 Partition Archive" with power granted to the Trustees to change its name if the Trustees so decide. The office of the Trust shall be situated at A-7, Geetanjali Enclave, New Delhi 110017, or at such other place as the Trustees may from time to time decide. *Vide G.P.A. registered at Doc. No. 18676 in additional Book No. 15 Vol. No. 872 on page. 54 to 95*

3. Objects: *on dated - 17-12-1996 in the office of the sub-Registrar named*

The Trustees and the survivor or survivors of them in office or any other Trustee or Trustees hereof for the time being will hold the Trust fund and properties and all gifts, contributions, subscriptions, donations, bequests and other moneys or properties as and when the same shall be paid to or vested in them and the moneys, investments and properties from time to time representing the same upon trust to apply the same for objects of general public utility and for such purpose (without restricting the generality of the foregoing objects) to do all or any of the following :-

- (a) To carry on any and all activities to preserve the Partition, pre- Partition and post- Partition history of India and to create documentary evidence as recounted by individuals affected by such partition and otherwise for the public at large to gain knowledge of.

- (b) To carry on any and all activities for documenting, preserving and sharing eye witness accounts from all ethnic, religious and economic communities affected by the Partition of British India in 1947. This includes providing a platform for anyone anywhere in the world to collect, archive and display oral stories that document not only Partition, but pre-Partition life and culture as well as post Partition migration and life changes and providing access to anyone anywhere in the world desirous of accessing these stories.
- (c) To collect, preserve and share personal items and artifacts associated with the people's memory of the 1947 Partition.
- (d) To bring knowledge of Partition, pre-Partition and post-Partition into widespread public consciousness through any route/ medium including but not limited to the following:
- (i) creative and scholarly expression including but not limited to literature, film, theater, visual arts, other creative medium, and academic research;
 - (ii) proactive world-wide primary education curricula; and
 - (iii) traveling exhibits as well as physical 'Centers for Learning' designed to memorialize the people's history of Partition and serve the public for research and educational purposes.
- (e) To assist, grant aid and contribute / donate to, finance, support, found, establish and maintain any trust, society or institution meant for spreading knowledge on the Partition, pre- Partition and post- Partition history and to conduct research and development with respect to any similar programme;

Vivekananda
Doshi

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- (f) To open, found, establish, assist, grant aid and contribute / donate to, finance, promote, collaborate, support, maintain and manage schools, colleges, universities, technical institutions, institutions conducting courses on the Partition, pre- Partition and post- Partition history of India ;
- (g) To grant fees, stipends, scholarships, studentships, prizes, books and other allowances, concessions or aid to deserving students for prosecuting studies, training, pursuing and collecting stories connected to the Partition, pre- Partition and post- Partition times or research;
- (h) To print, publish, sell, distribute books, magazines, journals, bulletins, periodicals and encourage studies in the Partition, pre- Partition and post- Partition history of India;
- (i) Protection of national heritage, art and culture including restoration of buildings and sites of historical importance and works of art; setting up public libraries; promotion and development of traditional arts and handicrafts especially to promote the Partition, pre- Partition and post- Partition stories and history;
- (j) To assist, grant aid and contribute / donate to, finance, support or help maintain any other charitable entity, institution, body involved in any of the objects similar to the Objects of this Trust or for the advancement of any other object of general public utility; and
- (k) To carry out any charitable activity for the advancement of any other object of general public utility and welfare.

Vikram Singh
Chairman

7
/ /

Singh

Singh

4. Trustees:

(a) Trustees shall be persons including individuals and professional trust companies incorporated under the law, who are not minor or of unsound mind or persons disqualified by the law.

(b) The number of Trustees shall not be less than three and not more than ten

The initial Trustees shall consist of the following persons:

- (i) Mr. Arun Seth
- (ii) Dr. Guneeta Singh Bhatta
- (iii) Mr. Kaushik Dutta


(d) The Board of Trustees shall be constituted for the purpose of management and administration of the activities of the Trust and which will have the power to form specific committees for specific purposes.

(e) Additional Trustees or new Trustees in place of the existing Trustees shall be appointed by the Board of Trustees in an event where the initial Trustees resign or cannot act as such because of their incapacity or death or are removed from trusteeship by the Board due to some reason. This decision shall be taken by a 2/3rd majority of the Trustees passing a resolution in favour of the same at the meeting of the Board of Trustees.

(f) Chairperson:

(i) Mr. Arun Seth shall act as the first Chairperson of the Board of Trustees.

(ii) The Trustees shall appoint one amongst themselves to be a Chairperson of the Board of Trustees who will preside over the meetings of the Board of Trustees. This decision shall be taken by a majority of the Trustees passing a resolution in favour of the same at the meeting of the Board of Trustees.

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- (v) Chairperson continues to be in office for a period of three years or till they are physically and mentally fit and able to act as the Chairperson or till the time the Chairperson feels he/ she is fit to hold office post, whichever is earlier. Upon the completion of his/ her tenure of three years as Chairperson or resignation of a Trustee from the post of Chairperson or on his/her removal due to death or becoming physically and mentally unfit, the Trustees shall elect one amongst the existing members on the Board of Trustees to be a new Chairperson. The Chairperson shall be appointed by a majority of the Trustees passing a resolution in favour of such appointment at the meeting of the Board of Trustees.
- (g) The Trustees hereby appointed shall continue to be Trustees but any Trustee may resign by giving notice in writing to his co-trustees and shall also cease to be a Trustee if requested in writing by majority of the Trustees of this Trust. Additional Trustees and/or Trustees filling vacancies may be appointed for life or for a limited period or for a period limited to holding of some office as per the appointment resolution.
- (h) Any of the Trustees may retire on giving one month's notice in writing to the other Trustees or Trustee or upon expiry of the time in course of appointment for a limited period. A Trustee shall also cease to be a Trustee upon expiry of the time in course of appointment for a limited period if requested in writing by majority of the Trustees of this Trust.
- (i) If any Trustee dies or desires to retire or is declared bankrupt (or notice of bankruptcy has been served on him) or becomes incapable or unfit to act or otherwise cease to be a Trustee, the Board of Trustees shall be entitled to appoint a successor in the place of the exiting Trustee. This decision shall be taken by a 2/3rd majority of the Trustees passing a resolution in favour of the same at the meeting of the Board of Trustees.



9.
 

- (j) The Trustees may appoint a Managing Trustee and shall also have the power to appoint a Managing Committee comprising of Trustees and/or persons who are not Trustees. Each of the members of the Managing Committee shall hold office until otherwise decided by the Trustees and the Trustees will be at liberty to appoint any other person or persons from time to time.
- (k) Any member of the Board of Trustee may be removed at any meeting of the Trustees by a majority of the remaining members of the Board of Trustees passing a resolution in favour of the same. Also, any member of the Managing Committee may be removed at any meeting of the Trustees by a majority of the Trustees passing a resolution in favour of the same.
- (l) The general management and control of the Trust for the purpose of managing the trust affairs and properties and carrying out the objects of the Trust as aforesaid shall be vested in the Trustees and without prejudice to the generality of the objects and powers abovementioned they shall have power to do all or any of the things as set out in **Schedule 'A'** annexed hereto.
- (m) The Trustees may in the discharge of their duties, act upon any advice of or obtained from any banker, accountants, brokers, lawyers, professional consultants or other experts acting as advisers to the Trustees. The Trustees shall not be bound to supervise the action of such advisors or verify the advice or information received from them, and the Trustee shall not be liable for anything bonafide done or omitted to be done or suffered in reliance upon such advice or information nor shall the Trustees be responsible for any loss occasioned by so acting or for the consequences of any bona fide mistake, oversight or error of judgment on the part of such advisers.







- (n) All costs, charges and expenses of and incidental to the preparation and completion of the Indenture including the stamp duty and registration charges as well as the cost, charges and registration of the trust under any Act governing public trusts and those from time to time incurred by Trustees or any person authorised in this behalf, in connection with the administration of the Trust of these presents shall be paid out of the Trust Property and shall be defrayed and paid to the person or persons entitled to the same under the provisions of these presents.
- (o) The Trustees shall have a right to reimburse themselves from the Trust Property for any personal tax liability that may arise in respect of the Trust Property on account of their capacity as Trustees.
- (p) The Trustees shall not be liable on account of any act done/omitted to be done in good faith, bonafide with due diligence.
- (q) The Trustees shall only be chargeable for moneys, stocks, funds and securities as the Trustees shall have actually received and shall not be liable or responsible for any banker, broker, custodian or other person in whose hands the same may be deposited or placed nor for the deficiency or insufficiency in the value of any investments of the Trust Property nor otherwise for any involuntary loss.
- (r) The Trustees and every other director, attorney, agent appointed by the Trustee shall be entitled to be indemnified out of the Trust Property in respect of all liabilities, losses and expenses incurred in the execution of the Trust or by virtue of any of the powers, authorities and discretion vested in them other than those because of gross negligence and/or willful misconduct. Provided, however, that, such indemnity shall not in any event exceed the total amount of the Trust Property at any time.

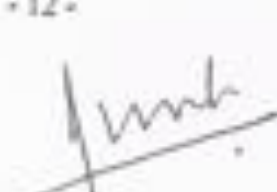


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- (s) Any Trustee or other officer or agent or servant or any company which is a Trustee hereof shall be liable to account for any remuneration or other profit received by him in the consequence of his acting or being appointed to be director or other officer or servant of any company if his appointment was procured by an exercise by him or by the Trustees of voting rights attached to securities in the Trust Property or by an abstention from exercising such voting rights. Any such income shall become a part of the Trust Property.

5. Operations of the Trust:

- (a) The Trustees may at any convenient place and at convenient intervals hold meetings, either in person or through any convenient medium (including through video-conference, tele-conference or by circular) from time to time as occasion may require for the transaction of the matters related to the Trust Property and the Trusts thereof provided that, there shall be at least one meetings in a year.
- (b) Any one Trustee may convene a meeting of the Trustees for the transaction of any particular business and any business may be disposed off by a circular instead of at a meeting unless the majority of the Trustees think otherwise.
- (c) At least three clear days' notice shall be given to the Trustees as to the place, hour and day of the meeting and the nature of the business to be transacted thereat, unless the business is urgent, in which case a meeting may be called by 24 (twenty four) hour's notice.
- (d) The original minutes of the proceedings of every meeting shall be deposited at the office of the Trustees and the Chairperson or the Managing Trustee, if any, shall provide for the safe custody thereof.



- (e) A quorum for all the meetings of the Trustees shall be 2/3rd majority of the Trustees. The Chairperson shall chair the meetings of the Trustees and in his/ her absence the Chairperson may depute one of the Trustees to chair the meeting or the Trustees may elect by majority one amongst themselves to chair the meeting. The absentee trustee may send his vote in writing either prior to the meeting or within 7 days of the meeting with respect to any decision related to the Trust. All decisions, except that of appointment of new/ additional Trustees, shall be taken by majority. New/ additional Trustees shall be appointed by a 2/3rd majority of the Trustees passing a resolution in favour of the same at the meeting of the Board of Trustees.
- (f) In all cases of difference of opinion amongst the Trustees as to whether a particular act should be done or omitted to be done in the execution of the Trusts hereof or as to the powers and authorities herein contained or as to the true intent and meaning of any of the clauses or Trusts hereof the final decision shall be such as is taken by the majority of the Trustees and such opinion shall be final and conclusive. All Trustees, notwithstanding any difference of opinion shall join in doing any act or executing any document decided to be done or executed by the majority of the Trustees.

6. Accounts:

- (a) All accounts of the Trust shall be maintained regularly. The Trustees shall cause proper accounts to be kept of the Trust Property and all additions thereto and the income thereof respectively and the accumulation of such income and (he application thereof from time to time and shall on checking the same sign the account books once in each year. The account books so signed by the Trustees shall be examined, audited and certified by one or more properly qualified auditor or auditors or Chartered Accountant once in each year and the audited statements of account shall likewise be signed by all the Trustees



- (b) Each one of the Trustees of these presents shall have free access to the books of accounts and other papers relating to the Trust Property and the same shall be kept in the custody of the Chairperson or Managing Trustee, if any.
- (c) The accounting year of the Trust shall be from April to March every year.
7. Notwithstanding anything contained in any other clause of these presents, the funds of the Trust shall be invested in the modes specified under the provisions of Section 13(1)(d) read with Section 11(5) of the Income Tax Act, 1961, as amended from time to time.
8. (a) The Trustees shall be chargeable only for such moneys, assets and funds as shall actually come into their hands and shall not be answerable or accountable for any neglect, default, acts of omission or commission of the other Trustees nor of any Bankers of any other persons with whom the properties of the Trust or any securities may have been deposited or handed over unless caused by their wilful neglect or default.
- (b) The receipt by a person authorised by the Trustees or a resolution of the Board of Trustees for any moneys paid or any property transferred or delivered to the Trustees in the execution of any of the objects of the trust or powers hereof or for the purpose any moneys of any property authorised to be sold shall effectually discharge any person or persons so paying or transferring or delivering.
9. The funds and the income of the Trust shall be solely utilised for the achievement of the objects and no portion of it shall be utilised for payment to Trustees by way of profit, interest, dividend etc. The Trustees (including individuals and corporates) may have the right to receive remuneration, if his appointment has been taken on that basis. All Trustees may reimburse themselves of all expenses actually incurred by them in connection with the Trust or their duties relating thereto.

The bottom of the page features four handwritten signatures in blue ink. From left to right: the first signature is highly stylized and appears to be 'V. Srinivasan'; the second is a cursive signature; the third is 'J. Srinivasan' with a horizontal line underneath; and the fourth is 'K. Srinivasan' with a horizontal line underneath. Above the third signature, the number '14.' is written.

10. The Trustees may from time to time frame rules and regulations for the conduct of the affairs of the Trust and regulating the meeting of Trustees which will be known as the "Byelaws".
11. The Trustees may from time to time frame Byelaws delegating powers and responsibilities to the Managing Committee as and when appointed by the Trustees.
12. It is expressly declared that no part of the Trust property or its income shall be applied for any purpose which is not a public charitable purpose in law and nothing herein shall be construed to authorise the Trustees to utilise the trust assets or its income for any non-charitable purpose. All the powers and provisions hereof shall be construed as being subject to the restriction and limitation herein contained.
13. The Trust may amalgamate with such organisation(s) or charitable institution(s) who have similar charitable objects.
14. Proper Law:
- (a) This settlement is established under the laws of India and subject to any change in the Proper law of this Indenture of Trust, duly made according to the powers and provisions hereinafter declared. The Proper law of this indenture of Trust shall be the forum for the administration hereof.
- (b) In the event of any probate, succession, capital transfer tax, wealth tax, capital gains tax, income tax or other duties fees or taxes (and any inters chargeable thereon) whatsoever becoming payable in any jurisdiction in respect of the Trust Property or any part thereof in any circumstances whatsoever the Trustees shall have power to pay all such duties, fees or

Vikram Singh
15-11-2015

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15-11-2015

15-11-2015

taxes (and any interest or penalty chargeable thereon) and the Trustee may pay such duties fees or taxes (and any such interest or penalty) out of the Trust Fund notwithstanding that the same shall not be recoverable from the Trustees or the beneficiaries.

15. In the event that any provision of this Trust Deed is held to be invalid under any applicable law, such provision shall be deemed to be deleted from this Deed and shall be of no force or effect and this Deed shall continue as if such provision had not originally been in this Deed.

16. In case of failure or dissolution of Trust, the remaining assets of the Trust, after meeting all its debts and liabilities, will be distributed and/or donated to such organisation(s), which have similar objects to this Trust and are registered and recognised under Section 12AA and Section 80G of the Income Tax Act, 1961.

17. Amendment:

(a) The Trustees may amend the provisions of this deed provided that any such amendment shall be by way of a resolution passed by majority of the Trustees at a meeting specially called for the purpose of amending the Trust Deed.

(b) Any amendment to the Trust would be in the form of a Deed of Amendment duly executed by the Trustees or any other person duly authorised by the Trustees in this behalf.

Vilasrao Shri
[Signature]

- 10/11/2016
[Signature]

[Signature]

(c) No amendments to the Trust Deed shall be made which may prove to be repugnant to the provisions of Sections 2(15), 11, 12 and 13 of the Income Tax Act, 1961, as amended from time to time.

18. The Trust is irrevocable.

19. The geographical area of activity of the Trust will be within India.

IN WITNESS WHEREOF the parties have hereunto set their respective hands the day month and year first above written.



SIGNED by the withinnamed
Settlor

in the presence of:

1.

HARISH KUMAR
90 P. HAL
361 KOLI WARA, BALLADGARH
(HR)
AN → 3132 - 64 0293



SIGNED by the withinnamed
Trustees

2.

Sanatan Gp. Mandir
No. 18-0 Dandhara
Bharatpur (U.P.)
FVX 4207204

Reg. No.
290

Reg. Year
2016-2017

Book No.
4



1st Party



Witness

1st Party

THE NINETEEN FOURTY SEVEN PARTITION ARCHIVE TRUST TH SETTLER MR VIKRAM SINGH SODHI

1st Party

THE NINETEEN FOURTY SEVEN PARTITION ARCHIVE

Witness

HARISH KUMAR, SANATAN

Certificate (Section 49)

Registration No.290 in Book No.4 Vol.No 169
on page 172 to 195 on this date 04/03/2016 6:54:24PM
and left thumb impressions has/have been taken in my presence.

day Friday

Sub Registrar
SR V A Hanz Khas
New Delhi/Delhi

Date 04/03/2016 18:33:16



GOVERNMENT OF NCT OF DELHI
Office of the Sub Registrar
As per records by ...
No. 290-3 ...
is being registered ...
is un-sale or has unauthorisation ...
time of registration & has been locked by
MCO for following violation(s) of building
bye-laws

File No. 298/0/100/12/01
240 - 21-2-11

Signature of S.R. (Sub Registrar)



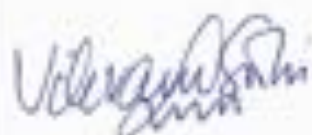
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Schedule 'A'

POWERS OF THE TRUSTEES

Without prejudice to the generality of the objects and powers mentioned in this Trust Deed the Trustees shall have power to do all or any of the following things that is to say :-

1. To establish websites and museums; conduct seminars, narrations and other sessions; and publish books and articles for the furtherance of any of the abovementioned objects.
2. To enroll volunteers, or hire employees for the collection, editing, maintenance, preservation, display, etc of any material/ documents/ eye witnesses/ stories, whether oral or written, connected to the Partition in a way as mentioned in the objects of this Trust or for any other work connected with providing any information regarding the Partition or life in the pre- Partition/ post - Partition times.
3. To devise any specific plans/ schemes with respect to any charity that would be implemented through the Trust or any institution, trust or society that has been found, established and maintained by the Trust with or without the branding of the donor. For this purpose the Trustee shall have the power to create a corpus to meet the requirement of funds for the activities of the any institution, trust or society that the Trust has found, established and maintained and any specific scheme/ plan with respect to any charity that has been devised by the Trust including but not limited to expenses towards employees, rents, utilities, communication, travel, training, research and development, capital expenditure on equipment, development of teaching material, repayment of financial obligations and furniture and fixtures.
4. To purchase, acquire, accept donations, contributions, gifts, grants or subscriptions either in cash or in kind or in any property moveable or immovable.



-18-



5. To accept from Settlor or any other person any donation, grants, sponsorship, concessions, subscription, legacy or other contributions in the form of moneys, securities, bullion or any other kind of property whatsoever made, paid or given for the purpose of this Trust, provided however, that, the Trustees shall not accept any donation, grants, sponsorship, concessions, subscription, legacy, other contributions or other money on any condition attaching to such donation, grants, sponsorship, concessions, subscription, legacy, other contributions or other money which shall be such as to obscure or obliterate or frustrate or will be inconsistent with the objects of the Trust hereof or shall have the effect of altering or defeating the objects of the Trust hereby declared. The Trustee shall utilize the same in their absolute discretion in activities, which result in the furtherance of the objectives of the Trust.
6. To retain the Trust Property in the state in which the same may for the time being be existing or may at their absolute discretion sell and dispose of any of the securities or investments or other movable or immovable property, for the time being constituting the Trust Property and invest the sale proceeds in accordance with the objects of the Trust.
7. To apply the whole or part of the income or accumulation thereof or whole or part of the corpus of the Trust for one or more of the objects of the Trust as the Trustees may from time to time determine in their absolute discretion.
8. To convert and invest the funds in any form permissible in the law and/or vary the same in their absolute discretion.
9. To invest and keep invested the Trust Property either in the purchase or mortgage of moveable or immoveable properties or in shares debentures or other securities or by way of loans or deposits and investments in accordance with the provisions of Section 11(5) of the Income Tax Act, 1961 and to alter vary or transpose such investments from time to time as the Trustees shall in their discretion think fit. All moneys forming part of the Trust Property and



requiring investment shall be invested, as is permissible under the law, in all kinds of movable and immovable properties, stocks, funds, shares, debentures, debenture stock, mortgage or securities of any corporation, companies or public body, municipal, commercial or otherwise or in stocks, fund's shares, debentures, debenture stock, mortgage or securities of any public body, municipal, commercial or otherwise or in or current accounts or deposits with any bank or banks. The Trustee shall also be entitled to keep and maintain the account or accounts of the Trust and the investments of the full or part of the Trust Property with any person or persons, companies (whether public or private), firm or firms or any other fund. Compliance of all legal formalities necessary under the laws for the time being in force relating to the public charities shall be the responsibility of the Trustee and shall be carried out by the Trustee from time to time.

10. To sell, dispose of, alienate or otherwise deal with any of the immovable properties, movable properties, investments etc. constituting the properties of the Trust.
11. To buy, take on lease or in exchange, hire or otherwise acquire property necessary for the achievement of the objects of the Trust and to maintain and equip it for use.
12. To mortgage, pledge, borrow moneys for the purposes of the Trust on the security of any of the properties comprised in the Trust on such terms and conditions and at such interest as the Trustees in their discretion may think fit to achieve the objects of the Trust.
13. To provide facilities and/or services for advancing the objects of the Trust to let out or demise any immovable property vested or comprised in the Trust for such period at such rent and on such terms and conditions as the Trustees in their discretion shall think fit.

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14. To adjust, settle, compromise, compound, and refer to arbitration all actions, suits, claims, demands and proceedings regarding the properties of the Trust and its affairs.
15. To accumulate the income of the properties of the Trust and apply the accumulated income for one or more of the objects, and to invest the same and to vary any investments from time to time.
16. To have the power, instead of acting personally, to employ and pay at the expense of the income or capital of the Trust Fund, any agent in any jurisdiction whether attorneys, solicitors, brokers, banks, trusts, companies or other agents whether associated or connected in any way with the Trustee or not, without being responsible for the default of any agent, if such agent was employed in good faith to transact any business or do any act required to be transacted or done in the execution of the Trust hereof including the receipt and payment of moneys and the execution of documents. Also, the Trustee will have the power to remove from time to time such attorney or agent and to appoint others in his/ her or their place.
17. To appoint or make provision for the appointment of any person (including all or any of the Trustees) to Committee or Committees or Executive Committee or as Administrator or Managing Trustee or otherwise for the purpose of the administration of the Trust and managing the properties of the Trust in such manner and subject to such rules and regulations as the Trustees may prescribe for facilitating the furtherance of the objects of the Trust.
18. To form specific committees for specific purposes related to the Trust.
19. To appoint a Managing Committee (comprising of Trustees and/or persons who are not Trustees) for the management of the Trust or for the furtherance of any of the objects of the Trust.



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20. To enter into contracts to carry out activities for the furtherance of the objects of the trust and for the smooth functioning of the trust including for branding of the trust.
21. To enter into contracts and borrow money for the purpose of the Trust and management of its properties and assets and to charge the whole or any part of the Trust Property with repayment of the money so borrowed.
22. To have the power to maintain an office for the administration of the Trust and appoint, discharge, dismiss, suspend, retrench any officers, secretaries, archak, supervisors, accountants, managers, staff, assistants, clerks, workmen, servants, labourers as the case may be on such terms and conditions and to locate their duties from time to time on such wages, remuneration, commission, terms and conditions as the Trustees deem fit and proper and to defray the expenses of the office and remunerations of the persons appointed thereto out of the income of the Trust.
23. To employ such staff (who shall not be Trustee) as are necessary for the proper pursuit of the objects and to make all reasonable and necessary provision for the payment of salaries, pensions and superannuation to staff and their dependents.
24. To cooperate with other charities, voluntary bodies and statutory authorities operating in furtherance of the objects of the Trust or of similar charitable purposes and to exchange advice and information with them.
25. To open accounts in the name of the Trust or otherwise with any bank or banks, to operate such accounts and to give instructions to the banks and to provide for opening and operation of such accounts by one or more Trustees or by one or more agents appointed by the Trustees and operate the same in accordance with the rules and procedures as maybe laid down under the Byelaws.



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26. To insure against any loss or damage from any peril, the property forming a part of Trust Property for any amount and to pay the premiums out of the capital or income of the Trust Property.
27. To set apart the whole or part of the income or the corpus or part thereof for any of the objects of the Trust.
28. To make, vary, alter or modify scheme, rules and regulations for carrying out the objects of the Trust, for the management of the Trust Property/ assets and for management of the affairs thereof and of running any institution in furtherance of the objects of the Trust and otherwise for giving effect to the objects of the Trust. Provided, however that these rules shall not be in any way inconsistent with any of the objects of the Trust. Such rules and regulations shall be construed as the "Byelaws" of the Trust.
29. To permit any investments comprised in the Trust Property to be held in the name of any clearing bank, any trust corporation, any Depository Participant or any stock-broking company which is a member of the Stock Exchange (or any subsidiary of such a stock-broking company) as nominee for the Trustees and to pay any such nominee reasonable and proper remuneration for acting as such.
30. To delegate to any one or more of the Trustees the transaction of any business or the performance of any act required to be transacted or performed in the execution of the trusts of the Trust and which is within the professional or business competence of such Trustee or Trustees:
- Provided that the Trustees shall exercise reasonable supervision over any Trustee or Trustees acting on their behalf under this provision and shall ensure that all their acts and proceedings are fully and promptly reported to them.
31. In the event of any taxes or other duties whatsoever becoming payable in any jurisdiction in respect of the Trust Property or any part thereof in any circumstances whatsoever, the Trustees shall have the power to pay all such



duties, fees or taxes (and any interest or penalty chargeable thereon) out of the Trust Property or the income thereof and shall have absolute discretion as to the time and manner in which the said duties, fees or taxes (and any interest or penalty chargeable thereon) shall be paid, and the Trustees may pay such duties, fees and taxes (and any such interest or penalty).

32. To do all such other lawful things as are necessary for the achievement of the objects of the Trust.
33. Subject always to any restrictions expressly contained in this Indenture, the Trustees shall, in relation to the Trust Property, have all the same powers as a natural person acting as the beneficial owner of such property, and such powers shall not be restricted by any principle of construction or rule or requirement of the proper law of this Indenture, save to the extent that such is obligatory but shall operate according to the widest generality of which the foregoing words are capable, notwithstanding that certain powers are hereinafter more particularly set forth.



