

PPNO-52

254-IV-2011



उत्तरांचल UTTARANCHAL

A 603465

21 JUL 2011

## TRUST DEED

THIS DEED of trust is made in the city of Rishikesh on 27<sup>th</sup> Day of July, 2011 by DR. VIJAY PREMCHAND AGARWAL S/O SH. PREMCHAND SHAMLAL AGARWAL R/O KEMPTY FALL VIA MASSOURIE, UTTARAKHAND, Aged 58 years hereinafter refer to as **Founder & Settler** which expression shall mean and include his heirs, legal representative and assignees.

WHEREAS the executants named above is desirous of creating a charitable trust by setting apart **Rs. 1100/- (Rupees One Thousand One Hundred) only** for charitable purposes and which have been acquired by his out of his personal savings and which belong to his entirely and absolutely.

AND WHEREAS, the executants has himself appointed as Founder-Cum-Life Trustee along with :-

DEVENDER BERRY  
S/o SH. NARAYAN DAS BERRY  
R/o LAKEMIST BUNGLOW KI KANDI KAMPTY  
TEHRI GARHWAL

MANAGING TRUSTEE



Hereinafter jointly called "**THE TRUSTEES**" which expression shall, unless exclude by or repugnant to the context or meaning thereof be deemed to include them and trustees, for the time being for these presents and their survivor or survivors and successor or successors in office.

Copy of Passport  
with - Copy of Pan Card  
Copy of Land Card



संलग्न फॉर्म  
 भरकर भेजना  
 आवश्यक है।



अध्यक्ष  
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 कोषाध्यक्ष  
 सचिव  
 अधिवक्ता  
 प्रत्येकालय-संयोजन  
 अधिकांश  
 दिनांक 22/7/11  
 क.सं. 33195



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 29-7-11

Bella Health Care Charitable Trust  
 120 Mainam Road P.K.M.





उत्तराखण्ड UTTARAKHAND

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WHEREAS the executants is desirous of making this charitable trust of the said books and money to promote "BELLA HEALTH CARE CHARITABLE TRUST" for the exclusive benefits of the public such purposes to include inter alia, establishing, Public Health Programme, Education of Yoga and Indian Culture spirituality, Research in the field of Medical Science, Humanitarian services in the field of food distribution, Medicine distribution, and advancement of any other objects of general public utility not involving the carrying on any activity for profit.

AND WHEREAS the trustees hereby have expressed their consent to be vested with the ownership of the subject matter of this trust for the purposes of carrying out the object set out herein and have accordingly taken possession of and assumed the legal ownership over the assets of the trust.

AND WHEREAS with a view to secure proper and permanent administration of the Trust by the Trustees appointed hereby it is considered advisable to execute a formal Deed of Trust specifying certain terms conditions for such administration and also the powers of Trustees.

*Misra P. Aggarwal*



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रुस्त डीड	रजिस्ट्रेशन शुल्क	220.00
	प्रतिलिपि शुल्क	10.00
	इलेक्ट्रॉनिक प्रोसेसिंग शुल्क	280.00
	केल योग	510.00
	शुल्क नगरीय	1000

श्री / श्रीमती / कुमारी विजय प्रेमचन्द अग्रवाल  
पुत्र / पुत्री / पत्नी श्री प्रेमचन्द श्यामलाल अग्रवाल

पेशा व्यापार

निवासी अस्थायी

दे आज दिनांक 27/07/2011

को कार्यालय उपनिबन्धक अधिकारी

में प्रस्तुत किया

इस लेख पत्र का निष्पादन विवेक में लिखित तथ्यों को सुन व समझ श्री विजय प्रेमचन्द अग्रवाल, अस्थायी/

विजय प्रेमचन्द अग्रवाल

दे स्वीकार किया।

निवासी परदेवान

श्री टीपक वर्मा पी.सी.वर्मा

पुत्र श्री व्यापार

निवासी अधिकारी

व श्री राजेंद्र सिंह

पुत्र श्री दयाल सिंह

पेशा सर्विस

निवासी अधिकारी

दे की।



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उपनिबन्धक

Signature







उत्तराखण्ड UTTARAKHAND

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NOW THIS DEED, THEREFORE, WITNESSETH AND IT IS HEREBY DECLARED BY THE TRUSTEES AS FOLLOWS :

- A. **NAME :** The name of the public charitable trust hereby established shall always be "BELLA HEALTH CARE CHARITABLE TRUST" and the same name shall never be changed.
- B. **REGISTERED OFFICE :** Registered office of the trust shall for the time being be situated at **119, Maniram Road, Rishikesh-249201** but the trustees are at liberty to open any branch anywhere and are also liberty to transfer the head office to such other place as may be decided from time to time by the trustees.
- C. **JURISDICTION :** The jurisdiction of the Trust shall be throughout the whole world.

D. **AIMS AND OBJECTS :**

**Mission:**

Bella Health is a recognized NGO in India that enhances the health and quality of life of those it serves and addressees health disparities in our community

*Hiran P. Aggarwal*

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उपरोक्त साक्षीगण अद परीत होते हैं। सभी के अंगुष्ठ चिह्न निम्नानुसार लिखे जाये हैं।

अभिषेक  
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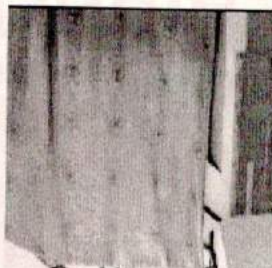
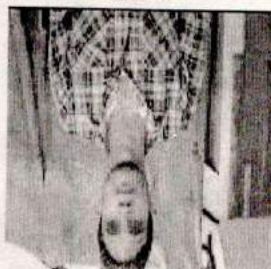
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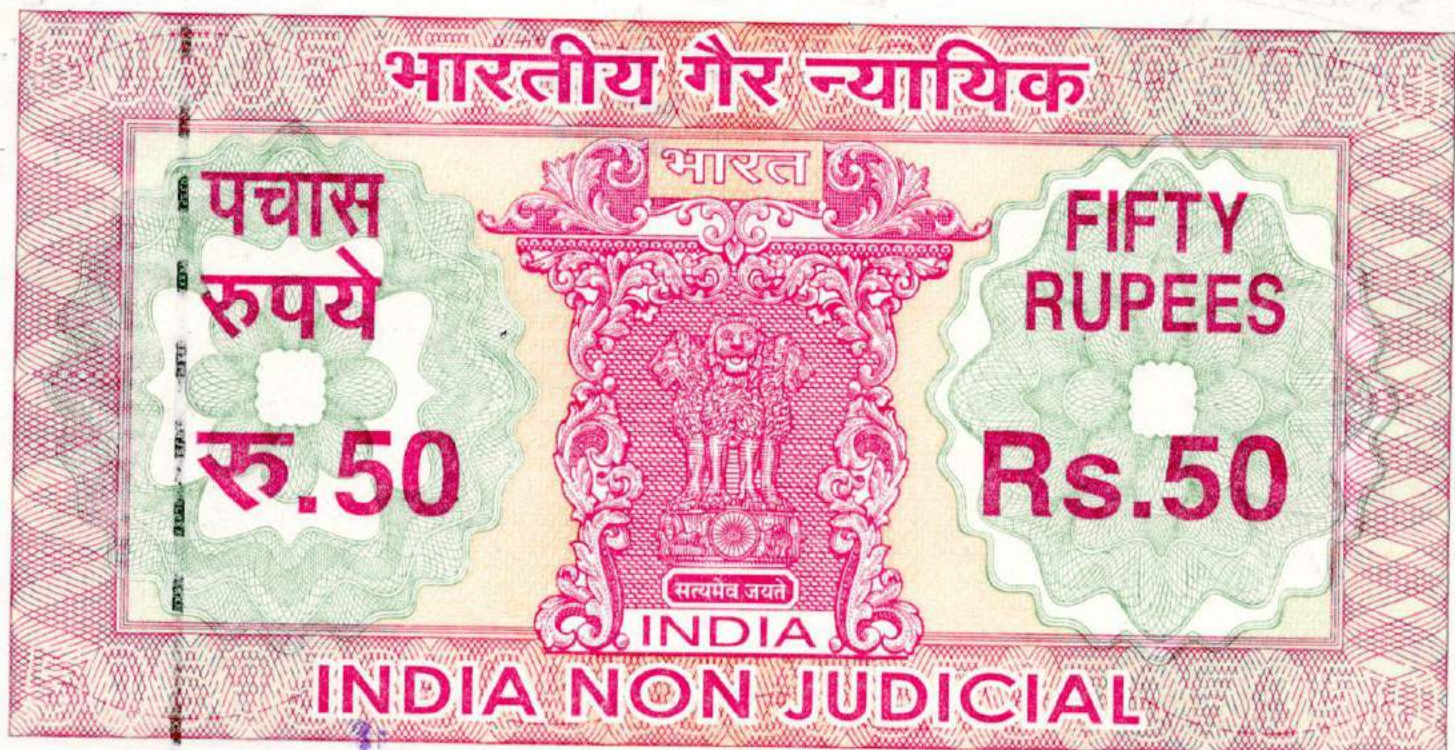
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उत्तरांचल UTTARANCHAL

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Vision:

We will enhance the health and quality of life of all we serve and address health disparities.

Goals

- We will create innovative approaches to health and wellness
- We will offer women comprehensive services tailored to their unique needs.
- We will foster a multidisciplinary work environment that unites our efforts to prevent illness, treat disease, and care for our patients
- We will develop partnerships that will improve our community by actively supporting education programs that allow for the acquisition of knowledge and skills that are of valuable to the community.
- We will support the professional and personal growth of employees in their pursuit of the trust's mission.

Values:

- We are guided by ethical values that emphasize honesty, fairness, dignity, and respect for the individual.

*Niraj P. Agarwal*





Received vide MB No. 103/3.8.2011

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- We strive for superior performance in all we do, to preserve the hospital's clinical, organizational and financial strength.
- We develop and strengthen collaborative relationships with all of our customers, including our patients, their families, our employees, volunteers, medical staff, and our business partners.

### **Tasks & Duties:**

We will deliver high quality health care and health promotion and educational services to the community we serve. We will tailor our services to promote health throughout the life of women. It will benefit not only the health of the individual but also their families, communities and society.

Reproductive health is defined as women having the ability to live through the reproductive years and beyond with reproductive choice, dignity and successful childbearing and to be free of gynecological disease and risk.

Starting with birth we provide postnatal care, immunizations, well baby and sick baby checkups for the first month of life and then refer the family to a competent pediatrician. We will provide family planning, health promotion, screenings, prevention and awareness information.

We provide general medical care, preconception planning, prenatal and mother care, antenatal care including labor and delivery in our highly specialized and competent labor and delivery unit. We are incorporating traditional birthing practices with modern evidence based medicine to provide the highest level of quality health care to all we serve. We will also provide a mobile van that will be dispatched to the surrounding 30 rural villages and provide basic health care services and health promotion techniques to reach all women in need. In the end we hope to empower women with health education, equitable and quality health services to improve the quality of life of all we serve.

### **Aims and Objectives: .**

- i) To provide necessary medical aid to needy peoples.
- ii) To work for women empowerment.
- iii) To work for proper rehabilitation of old age people.
- iv) To assist government in various national programmes concerning social welfare and social health.
- v) To coordinate and cooperative various government, local and national Govt and Non Govt. organizations for the fulfillment of the objectives of the trust.
- vi) To develop human resource and financial support for the activities of trust.

*Prisam P. Agel*



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- vii) To acquire, take on lease or hire, accept as a gift or donation, any land, building, fixtures vehicles and other movable or immovable property for the furtherance of the above objectives.
- viii) To acquire, construct, take on lease, Hospital, Dharamshalas, old age homes and orphanage etc. for the benefit of the poor and deserving persons of the society.

**B.** To fulfill the objectives the trust may

- (a) Receive and give donations including foreign donation.
- (b) Receive and give buildings in donations.
- (c) To purchase, take-on lease or in exchange, hire or otherwise acquire property-movable or immovable, and any rights or privileges which may be deemed necessary or convenient for the purpose of the trust and of construct, alter, maintain, sell, rebuild or improve or transfer such property.
- (d) To accept any donation, gift or request or other transfer or disposal of property, movable or immovable in favor of the trust.
- (e) To enter into necessary agreements and contracts for the trust and to nominate a trustee or trustees from among themselves to execute such an agreement or contract on behalf of the trust.
- (f) To enter into agreement with other person or persons or institutions for running, managing, conducting or otherwise participating or assisting in the furtherance of the objects of the trust.
- (g) To borrow or raise money which may be required for the trust upon bonds, debentures, promissory notes, etc., or other securities of the trust or by mortgage or charge on the objects of the trust.
- (h) To provide for the receipt, custody and issue, investment, remittance, management and expenditure of the moneys and funds in their hand or otherwise to carry out the objects of the trust.
- (i) To appoint honorary or paid assistants, Secretary or Secretaries, Treasurer or any other office bearers of the trust or to appoint committee or sub-committees as and when necessary and with such powers as the Board of Trustees may deem fit.
- (j) To prepare the Annual Report and Audited Statement of accounts of each year.







- (k) To make and from time to time to repeal or alter the bye-laws, rules and regulations of the trust provided that the same shall not be inconsistent with the objects of the trust.
- (l) The board of trustees would generally be competent to do such acts or deeds as are incidental and conducive to the attainment of its aims and objects herein or otherwise allowed by law or implication thereof.

**E. FOUNDER & SETTLOR : DR. VIJAY PREMCHAND AGARWAL** shall be the **Founder & Settler and President** of trust and Life trustee. He shall have the right to nominate his successor and this right shall continue to vest in each successor.

**F. TRUSTEES :**

- (a) The number of trustees including Life Trustees, founder trustees and ordinary trustees shall not be less than 2 and not more than 5 .
- (b) All properties, movable and immovable, including investments belonging to the trust, shall vest in the whole body of the trustees as constituted from time to time and they shall have the custody of all deeds and documents of title relating to the properties of the trust and shall deal with or dispose off the properties vested in them and the income thereof, strictly in accordance with the rules and regulations framed for the purpose.
- (c) Every trustee shall be at liberty to retire or resign by giving at least two months notice in writing on that behalf, addressed to the Board of Trustees. A trustee so resigning shall cease to be a trustee on the acceptance of his/her resignation by the Board of Trustees or on the expire of the period of notice.
- (d) Whenever any vacancy occurs amongst the trustees on account of death, resignation, retirement or otherwise, it shall be filled up by the Board of Trustee within six months of such vacancy with the consent of settler.
- (e) That during the lifetime of the Founder, he shall have an absolute authority and right to remove any Trustee, without assigning any reason and will have a right to appoint any other person in his or her place within fifteen days of the removal of the said Trustee. If, however, a new Trustee is not appointed by the Founder within fifteen days of the removal of the Trustee, in that case the vacancy so caused shall be filled by nomination by the remaining Trustees in accordance with this Deed.
- (f) That the Trustees may make Rules and Regulations with regard to the Trust, conduct of its business, its administration and all matters in respect of which any Power or duty is vested in them as they may think proper.
- (g) That any person nominated by the Founder or Trustees shall discharge the duties as soon as directed by the Founder. The Founder shall have the authority and unfettered right to assign duties to the Trustees either singly or jointly and to



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1. The Government of India, in exercise of the powers conferred by the Government of India Act, 1935, and the Government of India Order, 1935, do hereby...

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10. The Government of India, in exercise of the powers conferred by the Government of India Act, 1935, and the Government of India Order, 1935, do hereby...



terminate their authority and assign the same duties and functions to other Trustees or to herself.

- (h) That the Trustees will not be entitled to receive any fee or remuneration or charge for the service rendered by them. However, the expenses incurred by them for the Trust may be reimbursed on furnishing proper proof of the expenditure.
- (i) That the Trustees shall in no case be liable for any loss or injury suffered by the Trust on account of any act done by them in good faith, unless the Trustees are guilty of fraud and cheating.
- (j) That each Trustee shall make an endeavor to attend the meetings of the Trust in person but, if for any reason it is not possible to do so, he/she may appoint any other Trustee, in writing signed by him, as a proxy and the said proxy then shall have a right to vote on behalf of the absentee Trustee. The absentee Trustee can instead of appointing a proxy send his/her views in writing and may also send his vote in writing signed by him. In case the Founder appoints a proxy, the proxy shall have the casting vote in case of equal votes at a meeting. In case a Trustee (including the Founder Trustee) in lieu of attending a meeting expresses his vote by proxy or in writing, he shall be deemed to have attended the meeting and shall be counted as part of the quorum.
- (k) That any person not a Trustee or connected with the Trust may be invited for a meeting as an invitee for advisory purpose. Such invitee shall not have a right to vote or interfere in the working of the Trust in any manner whatsoever, whether directly or indirectly. The prerogative to invite a person shall vest with the Founder and in his absence an invitee may be invited after a resolution has been passed in the Trust meeting.
- (l) That the Trustees may appoint any such staff as may be necessary for the administration of the Trust. The salary of the staff shall be paid by the Trust. The power of appointment shall include the power of removal and suspension. The staff so appointed shall be assigned such duties and functions as may be thought proper and expedient.
- (m) That the Trustees shall have the power to alter, abridge or add any of the powers vested in them by this deed or by the Rules and Regulations, if any, that may be framed by the Trustees. However, the authority and the powers of the Founder Trustee cannot be curtailed by any amendment.
- (n) That in case any Trustee, refuses to act and perform his duty or acts in a manner which hampers the administration of the Trust, he may be removed by the Founder of the Trust and the vacancy so caused shall be filled up in the manner prescribed above. However, as stated above besides this clause, the Founder has an unfettered right to remove any Trustee, without assigning any reason.

**G. THE MEMBERSHIP shall be following types :-**

**1. Life Members**







Any such person who has so applied to the Executive Council shall become a Life Member provided his application is approved by a majority vote of founding member and after payment of an admission fee of Rs. 1101/- only.

**2. Ordinary Members :-**

Any person can become ordinary member with the recommendation of majority of the life members by applying on the prescribed form and paying an admission fee of Rs. 501/- per annum only. However they shall have no voting rights.

**H. TERMINATION OF TRUSTEESHIP :** A Trustee shall cease to be a trustee, if :

- (a) She/He resigns;
- (b) She/He is convicted of an offence involving moral turpitude.
- (c) She/He is adjudged insolvent.
- (d) She/He is found carrying on activities which in the opinion of the majority of the trustees are detrimental and harmful to the interests of the trust.
- (e) She/He is in the opinion of the majority of the trustees, guilty of misconduct or otherwise unfit to continue as a trustee. Consent of the Founder & Settler should be obtained if steps are to be taken under clause (d) & (e).

**I. THE CHAIRMAN :** The **Founder & Settler (President)** of the trust as a rule will preside over all the meetings of the Board of Trustees, and any committee or sub-committee when he is present and his ruling on any point of order of decision as to the result of voting shall be final and conclusive. The Chairman, in addition to his rights of voting as Trustee, shall have a casting vote in case of a tie. In the absence of the president of the trust, the trustees present shall elect from among themselves a chairman for the meeting and he shall exercise the same powers.

**J. MANAGEMENT :**

- (a) For the purpose of administrative convenience and proper management, the President may appoint a manager from amongst the trustees, who subject to the provisions hereafter provide, shall perform all executive functions under the control of Board of Trustees. The trustees will appoint different committees for different type of works and committees will so the nominated work and will inform accordingly to secretary of the trust. These committees will be known as "MANAGING COMMITTEE" and these managing committees will be headed by



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two trustees and these two trustees will take other members to execute the said job. These sub-committees will be just like fund raising committees, building construction committees, to get and execute the entire official type of work etc.

- (b) The board of trustees shall appoint from time to time paid or honorary Secretary or Secretaries and a treasurer and also form various Sub-Committees, with non-trustees as well if so desired, to supervise and execute any work non-trustees as well if so desired, to supervise and execute any work or scheme approved by the board. Any trustee or trustees can also be appointed to any of these posts of Sub-Committees.
- (c) Sub sub-committees will function under the control and supervision of the Board of Trustees whose decision and direction will be binding on them.
- (d) The Board of Trustees shall have power to dissolve any sub-committee appointed for specific purpose, or when such purpose is completed it shall automatically cease to exist.
- (e) That after donations, gifts, etc. are received, the Founder Trustee shall earmark a fixed amount there from as the corpus of the Trust. The said corpus will not be disturbed and only the benefits arising there from shall be utilized for the administration of the Trust. The fixed amount of the Corpus shall not be decreased but may be further increased by the Trustees depending upon the contribution being received by the Trust.
- (f) That in the first meeting of the Trust, the Founder shall appoint a Secretary of the Trust for such period as may be deemed necessary and proper. The Founder Trustee shall have the power to remove the Secretary and appoint a new Secretary, without assigning any reason. The Secretary shall maintain the records of the Trust and do all such other things and discharge all such functions, which are entrusted to him by the Trust. In the absence of the Founder Trustee in future, the Secretary shall be appointed by the Trustees at a meeting in accordance with this deed.

#### K. MEETINGS :

- (a) The Board of Trustees will ordinarily meet once in three months. The secretary, in consultation with the president or the managing trustee, shall send notice to the trustees after giving 7 days clear notice indicating the venue, date, time and agenda. Each such notice shall be sent by post under certificate of posting or by hand delivery but non-receipt of such notice shall not invalidate any proceedings transacted at such meetings.







- (b) The Board of Trustees shall have power to invite to its meeting any person or persons whose presence is desirable in their opinion. The invitee if he so desire, may address the meeting but will have no right to vote. No trustee shall vote on any matter in which he has a personal interest.
- (c) In extra-ordinary circumstances, to expedite matters, resolutions sent to the trustees of the Board for approval by the Secretary or any other office bearer as the case may be by means of circular letter, will be considered to have been validly passed if approved by majority of the trustees of the board.
- (d) An extra-ordinary meeting, may be called on written requisition signed and submitted by two trustees. The requisitioned meeting shall transact such business, as may be notified in the agenda.
- (e) That a minutes Book and all other papers of the Trust will be maintained by the Secretary, at the Office of the Trust. The minutes of all the meetings and resolution passed, shall be reduced to writing in the said minutes book. Any resolution not recorded therein shall be null and void and non-est.
- (f) That the meetings of the Trust shall be held at any place in India, as specified in the notice convening such meeting or giving information of such meeting. The meetings shall be held at the office of the Trust, if at all possible. A meeting of the Trust shall be deemed to have been held if the agenda is circulated by post or otherwise and the opinions of the Trustees have been expressed by phone, post or electronic mail either to the Founder of the Trust or the Secretary of the Trust.
- (g) That the minute's book shall be maintained by the Secretary and in his absence by any other Trustee present in the meeting. If in the meeting, the Founder is present, it shall be the prerogative of the Founder to nominate the person who shall write the minutes.

#### L. QUORUM :

- (a) The quorum for a meeting of Board of Trustees shall be for as long as the number of trustees is 7. If the number of trustees for the time being is less than 7. Then the quorum shall be ~~two~~ FOUR. WAguel
- (b) If at any time, the number of trustees is reduced to two the continuing trustees shall appoint the third trustee to make up the requisite minimum number.

#### M. FUNDS PREPARATION OF ACCOUNTS :

- (a) That an account in the name of the Trust shall be opened in any scheduled Bank, as may be decided in the First meeting of the Trust. The said account will be operated by the Founder of the Trust or any person nominated by him in this regard.

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- (b) That the account opened as aforesaid may be closed at any time after opening a new account in the name of the Trust in the same Bank or in any other scheduled Bank as may be decided by the Founder (President) of the Trust or any person nominated by his in this regard. Additional accounts may also be opened if deemed necessary and decided by the Founder (President) of the Trust or any person nominated by his.
- (c) That the accounts and account books of the Trust will be maintained by the Founder of the Trust or by a Trustee nominated by the Founder and in the absence of any such nomination by the Founder, the Trustees in a meeting may nominate another Trustee for a period as specified in the minute's book. Such account books etc. shall also be kept and maintained at the office of the Trust.
- (d) That the funds of the Trust may be invested in such form and in such securities as may be decided upon and for such term as may be decided by the Founder Trustee or by a Trustee nominated by the Founder. However, no amount would be invested in modes of investment other than those specified in Subsection 5 of Section 11 of the Income Tax Act.
- (e) That out of the income of the Trust, the Trustees shall manage the affairs of the Trust to the best of their abilities and so carry out the objects of the Trust.
- (f) That the corpus of the Trust and the funds and donations and properties received and acquired in the name of the Trust, in cash or in kind, shall be Trust Properties.
- (g) That all properties, whether movable or immovable shall be acquired and taken in the name of the Trust.
- (h) That a receipt shall be issued for all gifts, donations and properties received for the Trust, unless the donor is not known. The said receipt shall be issued by the Founder or Secretary of the Trust.

**N. AUDITORS :** The accounts of the trust shall be audited every year by the auditors. The auditors shall have access to all the Minute books, Accounts Books & Vouchers, and the Treasurer, Secretary and the Managing Trustee or Trustees for auditing the accounts and shall submit their report to the Board of Trustees.

**O. DISSOLUTION :** The dissolution of the trust may be affected by a special Resolution passed by a majority of fourth-fifth of the trustees present at the special meeting convened for the purpose and with the consent of the Founder & Settler. If on dissolution of the trust, their remains after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid or distributed amongst the trustees of the trust, but shall be given or transferred to some other like institution or institutions to be determined by the Board of Trustee at or before the time of dissolution.

**P. BORROWINGS .:** The Trustees shall raise or borrow from time to time in the name of the Trust or otherwise on behalf of the Trust for attaining its aims and objects, such sums of money as the Trustees may from time to time feel







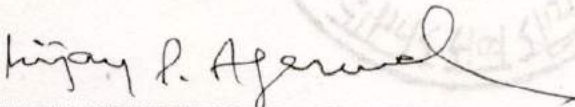
expedient either out of mortgage of the whole or part of the Trust or by bonds, deposits, receipts, promissory notes with or without security, or in such other manner as the Trustees may consider proper, after a resolution to this effect has been passed by majority vote in a meeting of the Trust. However no money can be borrowed or no property of the trust can be mortgaged without the prior written consent of the founder and settler.

**Q. ARBITRATION :** In case of any dispute regarding the execution clarification and implementation of the aim, and objects of the association the decision of the Founder & Settler shall be final.


That as stated above the Founder Trustee is a Trustee for life. He has certain prerogatives under this deed. The Founder Trustee may, by his WILL or any other deed or document, appoint his successor to the Trust. The said successor will then become a Trustee in place of the Founder and if the Founder chooses can pass the same privileges and prerogatives as the Founder Trustee had under this deed. He is also empowered to nominate here successor during his life time also and the person so appointed shall enjoy all the power under the deed of founder.

IN WITNESS WHEREOF THE executants has hereunto set his hand and seal at Rishikesh the 27<sup>th</sup> day of July, 2011 mentioned herein before.

SIGNED, SEALED AND DELIVERED BY :

  
DR. VIJAY PREMCHAND AGARWAL  
(FOUNDER & SETTLOR)

WITNESS :

  
Deepak Verma  
S/o M. P. C. Verma  
H/o 20 Main road  
Rishikesh

Rajendra Singh  
Rajendra Singh  
S/o Hayat Singh  
Rishikesh







FINGER PRINTS FOR COMPLIANCE OF SECTION 32-A OF REGISTRATION ACT 1908

NAME OF THE FOUNDER:- VIJAY PREMCHAND AGARWAL S/O SH. PREMCHAND  
SHAMLAL AGARWAL R/O KEMPTY FALL VIA MASSOURIE, UTTARAKHAND

FINGER PRINTS OF LEFT HAND

*Vijay P. Agarwal*

Thumb Index Finger Middle Finger Ring Finger Little Finger



FINGER PRINTS OF RIGHT HAND

Thumb Index Finger Middle Finger Ring Finger Little Finger

*Vijay P. Agarwal*





उप निबन्धक अधिकारी

के पृष्ठ 309 से 336 में नम्बर 254 पर रजिस्ट्रीकृत किया गया।

आज दिनांक 03-Aug-2011 4:05 pm को वही नं० 4 इन्वेंट्रीस्ट जिल्द नं० 141





