

[विशेष/ध.आ./मु.ता.वि./२ म.



नोंदणीचे प्रमाणपत्र

याद्वारे प्रमाणपत्र देण्यात येते की, साली वर्गन केलेली सार्वजनिक विश्वस्तव्यवस्था ही आज, मुंबई सार्वजनिक विश्वस्तव्यवस्था अधिनियम, १९५० (सन १९५० चा मुंबई अधिनियम क्रमांक २९) या अन्वये बृहन्मुंबई विभाग, मुंबई येथील सार्वजनिक विश्वस्तव्यवस्था नोंदणी कार्यालयात योग्य रीतीने नोंदण्यात आलेली आहे.

सार्वजनिक विश्वस्तव्यवस्थेचे नाव ब्राजगौरी ट्रस्ट

सार्वजनिक विश्वस्तव्यवस्थांच्या नोंदणी पुस्तकातील क्रमांक इ. २२४०५ (मुंबई)
श्री. देव लोकाशा मोहनी यांचे प्रमाणपत्र दिले.

आज दिनांक ३०/३/२००५ रोजी माझ्या सहोनिशी दिले.

शिक्का



सही M. J. P. N. S.
३१-३-२००५
धर्मादाय उष आयुक्त
पदनाम बृहन्मुंबई विभाग, मुंबई



L. S. V. No.

1-7 JUL 2004

Proper Officer

207

श्री कल्पद्रुम प्रेमजी गहला

सोमनाथ रोड, मीठ, गांधी नं. ९

१४४, एच. सी. रोड, एमएचएनई बंगला, फाजा पोस्ट,

मुंबई-२२, फोन : 2287 5755

परमानाधारक मुद्रांक विक्रेता

परमानाधारक नं. २०७

क्रमांक 9343

M/s/Mrs/Mr. Dev Mohanty

पंजाब पोस्ट मुद्रांक कार्यालय

Dev Mohanty
Dev Mohanty

BRAJGAURI TRUST परमानाधारक मुद्रांक विक्रेता

1-9 JUL 2004

THIS IDENTURE MADE ON 14th day of July 2004 between SHRI DEV LOKNATH MOHANTY, Indian Inhabitant, hereinafter referred to as context or contrary to the meaning thereof include his heirs, executors and administrators) of the ONE PART and (1) MR. DEV LOKNATH MOHANTY (2) MRS. HARAPRIYA DEV MOHANTY (3) MS. KRISHNA MOHANTY (4) MR. ASHUTOSH CHANDRA MOHANTY (5) MR. CHITTATOSH LOKNATH MOHANTY (6) MR. ABHAY BISWAL (7) MR. LOKNATH BRAJABANDHU MOHANTY hereinafter referred to as the "Trustees" (which expression shall unless repugnant to the context or meaning thereof include the survivor or survivors of them and the Trustees or Trustee for the time being of these presents) of the OTHER PART:

WHEREAS the Settlor is desirous of settling irrevocably the sum of Rs. 10,000/- upon Trust for Public Charitable purpose. The benefit whereof is not restricted to any class or community and creed and subject to the powers and provisions hereinafter declared and Contained of and governing the same in the manner hereinafter appearing.

Dev Mohanty
Harapriya
Krishna
Ashutosh
Chittatosh
Abhay

Dev Mohanty
Krishna
Ashutosh
Chittatosh
Abhay

Ex. No. 1879/04 Us. 18

Original document seen and returned

Ex. No. 3

Copy at Ex. No. 3 retained

Map...
31-3-2004

Deputy Asst. Charity Commissioner
Greater Bombay Region, Mumbai



क्रमांक 912
 प्रधान न्यायालय, मुंबई
 बांद्रा विस्तारित विक्री कर बांद्रा

14 JUL 2004

दिनांक
 वर्ष/भी/भीमदी Devlokhat Mohanty
 यांना न्यायेतर मुद्रांक
 या विचारात.

वतीत
 व. म. गाचबंदार

- 2 -

AND WHEREAS the Settlor has requested the party of other parts to act as Trustees which they by their executing these presents have testified to do,

AND WHEREAS prior to the execution of these presents the Settlor has handed over the said amount of Rs. 10,000/- (Rs. Ten Thousand Only) to the Trustees.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said desire and for carrying out the said desire into effect the Settlor doth hereby irrevocably grant, transfer and assign unto the said Trustees the said sum of Rs. 10,000/- (Rs. Ten Thousand Only) and all the estate, right, title and interest, claim and demand of the Settlor unto, upon or out of the said sum TO HAVE AND TO HOLD the said sum into and to the use of the said Trustees and upon and subject to the Trust, powers and provisions hereinafter declared and expressed by and between the parties hereto as follows :

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 H. Mohanty
 K. Mohanty
 Chittaraj
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 H. Mohanty
 K. Mohanty
 Chittaraj
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1. For the consideration aforesaid they, the said Trustees hereby covenant with the Settlor that they and the said Trustees will stand and be possessed of the said sum and the investment for the time being representing the same and all shares, stocks, fund and securities and other property movable and immoveable which may under the trusts and provisions of these presents be substituted and or added in due execution of the Trusts and powers of these presents all of which are hereinafter in these presents designated as 'THE TRUST FUND' (which expression shall include the conversions thereof and/or the investments for the time being of the same and/or accumulations, additions and accretions thereto and/or the investments or conversions of such accumulations, additions and accretions thereto) Upon the Trust for the use and with and subject to the powers, provisions, directions and agreements hereinafter declared, contained of and concerning the same.

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- *Charitable*
- *Trusts*
- *Trusts*

2. The said Trustees shall stand and be possessed of the said Trust Fund upon Trust to receive the interest, dividends, and other income thereof and in the first place to reimburse themselves, to pay and discharge all the costs, charges and expenses incurred in or about or incidental to the administration or execution of any of the Trusts or powers of these presents and also all outgoings, taxes, assessments, dues and duties and other taxes payable in respect thereof and the costs of meeting ordinary repairs of any unmoveable property, if any, for the time being subject to the Trust contained in these presents AND SUBJECT THERETO upon Trust to apply the residue of the said interest, dividend and other income (HEREINAFTER CALLED 'The Said Income') and at their discretion to apply the whole or any part or parts of the corpus of the Trust Fund for Public Charitable purpose the benefit whereof is not restricted to any class or community including :

EDUCATION.

- A. (I) Advertisement of Education including establishment maintenance and aiding of schools, colleges, hostels and research centres.
- (II) To spread, promote and/ or provide for commercial, industrial, technical, scientific, medical or general education by providing or granting scholarships Rewards or Awards, Studentships, stipends, travelling, fellowships or periodicals or occasional monetary help or assistance to deserving students studying or undergoing training or undertaking or presenting research work, investigating or specialising in any subject in any branch of knowledge, to give free gifts of books, apparatus or instruments, or payment of fees.

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- *Charitable*
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(III) Grant of endowments to Universities, research institutions and other educational and scientific - Institutions (whether now existing or hereinafter - established) for spread of education and knowledge in all or any branches of knowledge.

(IV) Awarding Scholarships and fellowships and grants by way of loans and otherwise and on such terms and conditions as the Trustees may think fit for the purpose of undertaking prosecuting research work in any branch of engineering, technology, electric therapy, radiology and bacteriology, medical science or agricultural science or any other branches or branch of modern applied science in its widest and more comprehensive sense, PROVIDED ALWAYS THAT such scholarship and fellowships shall be awarded to such deserving students and scholars who cannot afford and have no means to undertake and prosecute such research work of higher studies and who are desirous further continuing their studies and prosecuting work in any branch or branches of science.

(V) Awarding Scholarships and/or cash payment to poor and/or deserving persons and widows desirous of receiving primary secondary and higher education.

B. MEDICAL RELIEF

- (I) To give donations and/or render help to medical institutions dispensaries, clinics, hospitals & Ambulance or other equipment maternity and nursing homes, health centres, sanatoriums and assistance of help to needy persons or sick or utilisation of funds for medical relief,
- (II) To start and/or promote hospitals, health centres and other allied institutions for giving medical & Dispensary aids and any other community centres which are public-utility services.

C. RELIEF OF THE POOR

- (I) To render help and give relief to the poor in all possible manner, to distribute free clothes, homes, medicine, nutrition feed, food grains etc. to the poor, needy persons and travellers etc.
- (II) To render help to the blind, deaf, dumb or mental retarded homeless crippled or institutions helping them or widow orphans and other needy persons and to establish conduct and carry on houses for infants or orphans either discarded unwanted, unclaimed or helpless and to provide them with proper clothing, boarding, loading and medicines and surgical and

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Chittatosh
Anandkumar
Abir

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Anandkumar

- 5 -
medical attendance and educations and such other comforts and/or amenities of life as may be possible and deemed proper.

- (III) To give relief and help to the aged, blind, lame, deaf and dumb and orphans and persons otherwise disables or incapable of earning their livelihood or any one or more of them.
- (IV) Generally to mitigate human suffering and to add to the happiness and betterment of living conditions of the persons in want arising out of abnormal circumstances.

D. Generally any object of general public utility including,

- (I) To afford protection to cows and other animals, establishment and maintenance of animal benevolent Society and feeding dumb animals and birds,
- (II) To give Grants and Aids and Loans or render help to persons stricken with natural calamities such as earthquakes, cyclone, famine, droughts, floods, fire, epidemic and other disasters such as riots or civil commotion and to provide shelter and render assistance to persons in distress without any distinction of class, caste, or creed.
- (III) To advancement and spread of Moral, Intellectual Educational values of human life and economic upliftment and educating public against vices of drinking etc.
- (IV) To aid or arrange funerals of these dying helpless.
- (V) To sinking of wells and/or setting up Havadas Parabs whenever and wherever there may be needed.

E. (A) RURAL DEVELOPMENT

To utilise a portion out of the corpus and then net income of the Trust Fund for the purposes of carrying out any programme of rural development as the Trustees may in their absolute discretion deem fit and proper. (For the purposes of this Trust the term programme for rural development shall have the same meaning as assigned to it in the explanation to sub-section (1) of Section - 33cc of the Income-Tax Act, 1961 or its modification or alteration for the time being in force). The projects for rural development programme includes,

- (I) Assistance in the setting up the rural industries in selected areas by the rural workers to provide them self-employment.

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(II) Establishment and running of dispensaries, maternity and child welfare centres and family welfare centres old age homes.

(III) Establishment and construction of village schools and village school buildings.

(IV) Construction and maintenance of drinking water project such as well, tubewells etc. and cleaning of well and ponds. Such other activities of rural development as may from time to time be approved by the prescribed authority under Section - 35 cc of the Act Income Tax Act, 1961. Rural area shall have the same meaning as defined in the Explanation to Section 35-cc(4) of Income Tax Act, 1961 or its modification or alteration for the time being in force.

F. Advancement of any other object of general public utility (not involving the carrying on of any activity for profit) in such manner as the said Trustees may think fit and for one or more of such purposes to the exclusion of other or others as the said Trustees may think fit. Provided nevertheless the said income as well as the corpus of the Trust Fund shall be applied only towards the Public Charitable purposes as aforesaid and any accumulations of the said income shall also be made for application to such public charitable purposes only as aforesaid. PROVIDED ALWAYS ALSO without prejudice to the generality of the foregoing that the help to the given under any of the foregoing needs whenever the case admits may be given either in the way of pecuniary payments or in kind or in any manner as the Trustees may consider desirable.

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3. Without prejudice to the generality of the foregoing objects or purposes but subject as aforesaid it is declared that the Trustees shall each year apply the residue of the income of the Trust Fund and may at their discretion at any time and from time to time apply also the Trust Fund and any part or parts of the Trust Fund in or towards any one or more of the above objects or purposes (which according to taxation laws be public charitable objects or purposes) to the exclusion of the others as the Trustees may in their absolute discretion think proper.

4. A. The Trustees shall have power :-

i. To accept as donation from any person, firm or incorporated Co. or institution, any freehold or leasehold property or piece of land which may be

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freehold or leasehold either vacant or which may have been leased out on the condition of associating the name of such person and for such purposes and such objects as are in conformity with the objects of this Trust if so desired by the donors. As the Trustees in their absolute discretion shall deem fit.

- ii. To give on lease any property or land of the Trust on such terms and conditions subject to the approval of charity commissioner, and also to renew the lease on expiry or even earlier on such terms and conditions which may be in the interest of the Trust, subject to approval of charity commissioner.
- iii. To make use of the Trust property including income from the corpus of the trust or any part thereof for all or any of the objects of these presents.
- iv. The trustees shall have such other powers as mentioned in Clause No. 20 of this Trust.

B. The Public Charitable Trust hereby established shall be designated as " BRAJGAURI TRUST " .

5. If at any time the said Trustees shall be desirous of handing over in entirety or in part the said Trust Fund and its accumulated income to any public institution or any other Trust which is recognised under Section 80-G of the Income Tax Act 1961 or any statutory modification or re-enactment thereof for the time being in force or to any Government or other authority or to the Union or to the State Government they shall be entitled to do such terms and conditions as they may think fit. PROVIDED that the decision to handover the whole of the Trust Fund shall be taken unanimously by all the trustees in writing.

It is intended and directed that if any time hereinafter it is held that any of the objects or purposes to which the said income or any part thereof or corpus of any part thereof is directed to be applied to or expended for is not a public charitable object to any class or community according to law then in that case the said Trustees shall apply and expend the said income (or corpus) towards the execution and carrying out of only such of the objects and purposes aforesaid as may be of public charitable nature the benefit thereof is not restricted to any class or community as the said Trustees may think fit subject nevertheless to the directions of limitations obtained in Clause 2 and 3 thereof.

7. The surplus and unapplied portion of the said income, if any arising in anyone or more years or years shall be accumulated by investing the same and the resulting income thereof, from time to time in any of the investments in which the said Trust Fund is hereby directed or authorised to be invested and may be credited to an account, called "SURPLUS ACCOUNT"

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Trustees shall have power in any subsequent year or years to expand and apply in the same manner and the same extent as if such accumulation or part thereof had been part of the said income of the year or years in which the same is sought to be expended and applied as aforesaid.

8. The said Trustees shall have power in their absolute discretion to accept any other sums or properties or assets in any form or manner from any person, firm or company, institution or fund or realised by holding of any exhibitions, shows or other forms of entertainment drive for the purpose of raising amount of money and/or collections for the objects and/or purposes set out in Clauses 2 and 3 hereof on such terms and conditions as may be deemed by them proper being not inconsistent with the said Trust and terms hereof and the amount of such sum of property or asset so accepted and/or realised and/or collected shall be treated and dealt with as forming part of the corpus of the said Trust Fund and all the terms, powers and provisions herein shall apply to the same mutandis.
9. The said Trustees shall also be entitled to take over the management of any Trusts or charities or charitable institutions as well as carry out the Trust under any deed or trust or charitable bequests or legacies under any will or Testamentary writing on such terms and conditions, if any, -as may be thought fit by them in their absolute discretion provided nevertheless the same are for carrying out public charitable purposes the benefit thereof is not restricted to any class or community as set out in Clause 2 and 3 hereof.
10. The said Trustees shall invest and keep invested all the said Trust Fund in their hands as also the interest or income thereof, if any, for the time being in their hands not immediately required for the purposes of aforesaid mentioned in Clauses 2 and 3 thereof in one or more of the securities and investments authorised by and specified in Section 20 and 20-A of the Indian Trust Act, 1882 and/or in deposit in current or call deposit, short deposit or fixed deposit or account with any scheduled bank or banks in deposit or interest with any company, firm or person as the said Trustees may think fit and at such rates as the said Trustees may think fit and also with liberty and power to the said Trustees from time to time to vary or transfer such investments or any of them, into or for others of the same or of a like nature and to sell any investments at such price and subject to such terms and conditions and in such manner as the said Trustees may think fit and to execute any deeds, documents, deeds of transfer or agreements as they may think fit for the aforesaid purposes or any of them.
11. The investment of the said Trust Fund or the Interest or income thereof or any part thereof shall always be kept in the name of all or such number of Trustees as may be decided by them from time to time and in case of account and deposit as aforesaid the same shall be dealt with or operated upon in such manner as may be decided by the said Trustees from

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Shankar
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Shankar
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Mohanty
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time to time and if necessary the said Trustees may give a power of attorney to any Scheduled Bank to realise the income of the said Trust and to collect the same on behalf of the said Trustees.

- 12. The said Trustee or Trustees for the time being may either retain the said Trust Fund and every part thereof in its present form or convert the same or any part thereof and invest the same in any investments authorised by law or as provided in this indenture for the investments of the said Trust Fund as the Trustees may think fit.
- 13. a. There shall not be at any time less than seven or more than eleven Trustees of these presents. The Trustees shall have power to appoint additional Trustees to make up the said total of nine Trustees.
 b. On every appointment of Trustees the said Trust Fund shall if and so far as the nature of the property and other circumstances shall require or admit and unless the said Trustees otherwise resolve but so as not to prejudice the powers of the Managing Trustees herein given be transferred so that the same may be vested in the said Trustees or Trustee for the time being AND if any Trustee so appointed as aforesaid may as well before as after such transfer act assist in the execution of Trusts and the powers of these presents as fully and effectively as if he had been hereby constituted as Trustees.
- 14. The said Trustees of these present shall act as Trustees for life or until, they resign or otherwise vacate their office or are removed herein contained.
- 15. Any of the said Trustees may at any time resign his office of a Trustee by giving one month's notice to his co-trustees and upon the expiry of the such period, such Trustees shall be deemed to have vacated his office.
- 16. In case any of the said Trustees for the time being of these presents shall become bankrupt or insolvent or shall be convicted of any criminal offence involving moral turpitude then and in every such case it shall be lawful for the other Trustees to give notice to such Trustee so becoming bankrupt or insolvent or being convicted of any criminal offence involving moral turpitude by notice at his last known place or places of abode in India, intimating that he is removed as Trustee of these presents and thereupon such Trustees of these presents shall cease to be the Trustee of these presents and such Trustee shall after receipt of such notice and whenever called on to do so, do all necessary acts on his part for vesting the said Trust Funds and/or other property forming part of the said Trust Fund, in the

H. Melanky Krishna

Chitturash

Sudhakar

- *H. Melanky*
- *Krishna*
- *Chitturash*
- *Sudhakar*
- *Harsh*

continuing Trustees or Trustee or any such continuing Trustee or Trustees jointly with the new Trustees to be appointed under the provisions in that behalf herein contained.

17. If and so often as the said Trustees hereinafter named or any of them or any future Trustees who may be at any time hereinafter be appointed shall die or be removed from the office of the Trustee under the power for the purpose contained in the last preceding clause or be desirous of being discharged from or refuse or decline or become unfit or incapable to act in the aforesaid Trust when and so often as the same shall happen it shall be, lawful for the continuing Trustee or Trustees to appoint a person or persons to be a Trustee or Trustees in the place of Trustee so dying or being removed or going to be discharged or refusing or declining or becoming unfit or incapable to act aforesaid for the time being herein (as the case may be) and that on every such appointment the said Trust Fund shall become vested in the new Trustees jointly with the surviving or continuing Trustee or Trustees or solely as the case may be and every such Trustee and Trustees shall have the same powers as if he or they had been originally named a Trustee or Trustees of these presents. If at anytime the continuing Trustee or Trustees are desirous of appointing any additional Trustee or Trustees they shall have powers to do so and the powers set out in the foregoing of these para shall apply mutatis mutandis to such appointment as aforesaid.

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Chittalosh
Loknath
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18. Each of the said Trustees for the time being of these presents hereby binds himself and his heirs, executors and administrators in the event of his retiring or from ceasing to be a Trustee or in the event of his death to do all necessary acts deeds and things for duly vesting and transferring over into the name or names of the new Trustees as may be required for the said Trust Fund and/or such securities and deposits, etc. belonging to the said Trust as may be standing in his individual name or in his name jointly with that of any of other Trustees by virtue of these presents and all costs attending the same shall be borne out of the income of the Trust Fund.

19. SHRI. DEV LOKNATH MOHANTY shall act as Chairman of the Trust during his life time and after his death the Trustees shall elect from time to time a Chairman of the Board of Trustees who shall preside at all meeting of the Trustees and in his absence from any meeting the Trustees shall elect one of their member to act as the chairman of the meeting.

The trustees shall elect from themselves other office bearers as follows.

- Managing Trustee
- Secretary and Joint Secretary
- Treasurer

The office bearers shall hold office for the period of five years and are again eligible for re-election by the trustees.

- x *H. Mohanty*
- x *Kishor*
- x *Shankar*
- x *Chittalosh*
- x *Loknath*
- x *Abir*

20. For the Accomplishment of the Trust of these presents and without prejudice to the generally of any powers hereby or by law conferred or implied or vested in the said Trustees, the following powers and authorities are hereby expressly conferred on the said Trustees, that is to say :

- a. To amend, alter, substitute, add any object or objects of the Trust or any clause or sub-clause of the Trust Deed as may be conducive to the attainment of all or any of the objects and purposes of the Trust.
- b. To permit the investment to stand so long as the said Trustees desire in the name of any Managing Trustee or other Trustee or Trustees and to provide which of the Trustee shall in case of joint investment be named as the first.
- c. The Trustees may open Banking Account or Accounts in any Scheduled Bank either in their names or in the name of the Trust and empower any of the Trustees to operate such account or accounts.
- d. To permit any one or more of the said Trustee to operate on any Banking Account and without any liability on the other Trustees to examine the said accounts or to be in any way responsible for the acts, deeds or defaults of the said Trustee or trustee in a connection with such account, subject to necessary permission required under any law for the time being in force relation to public Trusts.
- e. To seal, exchange, surrender, give up, mortgage, charge, pledge demise or dispose of any property moveable and immoveable for the time being subject to any of the trusts of these presents and upon any such exchange to give or receive any moneys, for exchange and to borrow moneys on behalf of the Trust.
- f. To hire or take on lease any immoveable or moveable property for all or any of the purpose of the said Trust at such rent and on such terms and conditions and to such period and with or without option for renewal as the Trustees may think fit.
- g. To appoint and dismiss and reappoint servants, clerks, caretakers, and other on such salary and on such terms as they think fit;
- h. To delegate by power of attorney or otherwise to any Trustees or other persons whatsoever any powers - implied by law or conferred by statute or vest in the Trustees by these presents but the Trustees shall not be held liable or responsible for the acts or defaults of any such persons, or person but only for their own respective acts and defaults.

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- c. The Trustees may open Banking Account or Accounts in any Scheduled Bank either in their names or in the name of the Trust and empower any of the Trustees to operate such account or accounts.
- d. To permit any one or more of the said Trustee to operate on any Banking Account and without any liability on the other Trustees to examine the said accounts or to be in any way responsible for the acts, deeds or defaults of the said Trustees or trustee in a connection with such account, subject to necessary permission required under any law for the time being in force relation to public Trusts.
- e. To seal, exchange, surrender, give up, mortgage, charge, pledge demise or disppse of any property moveable and immoveable for the time being subject to any of the trusts of these presents and upon any such exchange to give or receive any moneys, for exchange and to borrow moneys on behalf of the Trust.
- f. To hire or take on lease any immoveable or moveable property for all or any of the purpose of the said Trust at such rent and on such terms and conditions and to such period and with or without option for renewal as the Turstees may think fit.
- g. To appoint and dismiss and reappoint servants, clerks, caretakers, and other on such salary and on such terms as they think fit;
- h. To delegate by power of attorney or otherwise to any Trustees or other persons whatsoever any powers - implied by law or conferred by statute or vest in the Trustees by these presents but the Trustees shall not be held liable or responsible for the acts or defaults of any such persons, or person but only for their own respective acts and defaults.

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23. In case of any difference of opinion among the said Trustees for the time being in any manner concerning the said Trust including interpretation of these presents, the power of appointment of the said Trustees or any other matter of question relating to or arising out of the said Trust, the opinion of the majority and in case of tie, in accordance with the casting vote of the Chairman of the Trustees shall prevail and be binding and conclusive.

24. It shall be lawful for the said Trustees to compromise or compound any action suit proceedings, difference or demand relating to the said Trust and/or of the said Trust Fund and/or its income upon such terms as they shall think proper and/or refer any such difference or demand to arbitration and/or to execute and do all instruments and things expedient for such purposes or any of them and in all cases in which any question of law or equality shall arise relating to the said Trust, and/or the said Trust Fund and/or its income or any of them to settle and arrange the same in such manner as they shall be advised by the legal advisers and/or abandon or relinquish any claims relating to the said Trust shall advise and/or advise and/or adjust, settle and approve all accounts relating to the said Trust and/or the said Trust Fund and/or its income as fully and effectually as the said Trustees could do if they were the absolute owners of the said Trust Fund and/or its income and without being answerable or liable for any loss which may be occasioned thereby in any way whatsoever.

25. The said Trustees shall be respectively chargeable only for such money or securities or other property as they shall respectively actually receive notwithstanding their respective signing any receipt for the sake of conformity and shall be answerable and accountable only for their own acts, receipts, neglects or defaults and not for those of others nor of any banker or other persons with whom or into whose hands any Trust money or funds or securities may be deposited or come for any insufficiency or deficiency of any security nor for any other loss unless the same shall happen through their own wilful default respectively.

26. The said Trustees shall be entitled to and may reimburse themselves or pay and discharge out of the income of the said Trust Funds, and/or its income in priority to any other expenses thereof all expenses incurred by the said Trustees in or about the execution of the Trusts and powers of these presents including the cost expenses and fees to be incurred and paid in a change of investments, the expenses of keeping and publishing the accounts of the said Trust Fund, the legal expenses and lawyers charges etc. PROVIDED THAT all such costs and expenses as aforesaid shall in the first instance be met and defrayed whether settled or not from the income of the said Trust Fund so far as the same shall extend.

Handwritten notes on the left margin:
H.M. Sahas
Kishor
Chitralosh
Sudhakar
Bair

Handwritten signatures and names at the bottom:
- H.M. Sahas
- Kishor
- Chitralosh
- Sudhakar
- Bair

27. The trustees shall maintain regular accounts of the receipts and expenditure of the trust, and that the accounting year of the trust shall be from 1st day of April, of each year to the 31st day of March of next year.
28. The said Trustees shall have power to regulate their proceedings and if necessary to form sub committee or frame necessary rules and regulation for any purpose of the said Trust and for carrying out the objects of the said Trust or in connection with the meetings and from time to time re pea, amend , add to or alter the same.
29. In these presents works importing singular shall include plural and vice-versa and words importing masculine gender shall include the feminine and vice versa.

IN WITNESS THEREOF the Settlor and the said Trustees have hereinto set and subscribed their respective hands and the seals the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED)

By the withinnamed)

MR. DEV LOKNATH MOHANTY)

"The settlor" in the)

presence of)

SIGNED, SEALED AND DELIVERED)

By the withinnamed)

MR. DEV LOKNATH MOHANTY)

"The Trustee" in the)

presence of)

SIGNED, SEALED AND DELIVERED)

By the withinnamed)

MRS. HARAPRIYA DEV MOHANTY)

"The Trustee" in the)

Presence of)

SIGNED, SEALED AND DELIVERED)

By the withinnamed)

H. Mohanty

MS. KRISHNA MOHANTY

"The Trustee" in the

Presence of 

) Krishna

SIGNED, SEALED AND DELIVERED

By the withinnamed

MR. ASHUTOSH CHANDRA MOHANTY

"The Trustee" in the

Presence of 

) Ashutosh

SIGNED, SEALED AND DELIVERED

By the withinnamed

MR. CHITTATOSH LOKNATH MOHANTY

"The Trustee" in the

Presence of 

) Chittatosh

SIGNED, SEALED AND DELIVERED

By the withinnamed

MR. ABHAY BISWAL

"The Trustee" in the

Presence of 

) Abhay

SIGNED, SEALED AND DELIVERED

By the withinnamed

MR. LOKNATH BRAJ BANDHU MOHANTY

"The Trustee" in the

Presence of 

) Loknath

SIGNED, SEALED AND DELIVERED

By the withinnamed

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