



पश्चिम बंगाल WEST BENGAL

W 106945



SUPPLEMENTARY TRUST DEED

This Supplementary Trust Deed ("Deed") is made on this 24<sup>th</sup> day of October, 2016.

WHEAREAS "Usha Martin University Foundation" [herein after to be referred as "Public Trust"] was formed by Mr. Prashant Jhawar [Founder 1/ First Trustee 1], Mr. Rajeev Jhawar [Founder 2/ First Trustee 2] vide Trust Deed dated January 30, 2012 duly registered with the Additional District Sub-Registrar, Alipore, West Bengal on February 1, 2012, under registration number 00247 of 2012 registered in Book IV, CD Volume Number 1, page numbers 2995 to 3015 ("Trust Deed") and Mr. Surendra Munshi and Mr. Hari Bans Narayan Singh were admitted as two other trustees of the said "Public Trust"; subsequently Mr. Hari Bans Narayan Singh has

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resigned and Mr. Ravindra Kumar Goenka has

23 FEB 2017



been appointed as one of the Trustee. The Trust Deed has been duly amended by the Deed of Variation dated February 10, 2014 for recording the new members of the Board of Trustees of the Public Trust.

**AND WHEREAS** the Board of Trustees of the "Public Trust" in its meeting held on 08.08.2016 unanimously decided to appoint Mr. Hemant Kumar Goyal and Mr. Mukesh Kumar Goyal, as Member Trustees of the "Public Trust" alongwith other Trustees. Further, the Board also resolved that both the new Trustees namely Mr. Hemant Kumar Goyal and Mr. Mukesh Kumar Goyal shall have all the powers and duties as applicable to the present Trustees.

Further, the Board of management of the "Public Trust" in its meeting held on 4<sup>th</sup> October 2016 unanimously decided to appoint four (4) more Trustees Mr. Ashok Kumar, Mrs. Kusum Goyal, Mr. Dilip Kumar Jain and Mr. Sidharth Goyal as Member Trustees of the "Public Trust" alongwith other Trustees and that all of them shall have all the powers and duties as applicable to the present Trustees and founders.

**AND WHEREAS** though, the Board of Trustees in its meeting held on 4<sup>th</sup> October 2016 resolved to amend the provisions of the original Trust Deed dated 30.01.2012 read with the Variation Deeds dated 10.02.2014 and 08.08.2016, comprehensively, as set forth in this Deed, in the larger interest of the Public Trust so as to meet the aims and objects and also to ensure smooth functioning of the Trust;

**And therefore,** Trust Deed of "Usha Martin University Foundation", as amended by the Board of Trustees witnesses as under:-

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1. Mr. Prashant Jhawar, son of Mr. Basant Kumar Jhawar, resident of 'AURA' 51/F, Gariahat Road, P.S. Gariahat, Kolkata-700019, and presently at 2A Storemont Road, London, ON64NL (hereinafter referred to as "Founder 1" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and includes its successors and permitted assigns) of the FIRST PART.

2. Mr. Rajeev Jhawar, son of Mr. Brij Kishore Jhawar, resident of Arjun Enclave, Flat No. 4C, 12 C, 12 C Judges Court Road, P.S. Alipore, Kolkata -700027 (hereinafter referred to as "Founder 2", which expression shall, unless it be repugnant to the

23 FEB 2017

context or meaning thereof, be deemed to mean and includes its successors and permitted assigns) of the SECOND PART.

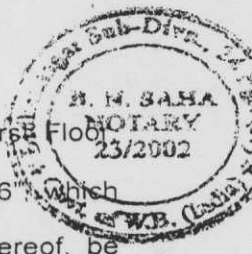


(Hereinafter, individually referred to as "Founder" and collectively, as the "Founders").

1. Mr. Prashant Jhawar, son of Mr. Basant Kumar Jhawar, resident of 'AURA' 51/F, Gariahat Road, P.S. Gariahat, Kolkata-700019, and presently at 2A Storemont Road, London, ON64NL (hereinafter referred to as "First Trustee 1" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and includes its successors and permitted assigns) of the THIRD PART.
2. Mr. Rajeev Jhawar, son of Mr. Brij Kishore Jhawar, resident of Arjun Enclave, Flat No. 4C, 12 C, 12 C Judges Court Road, P.S. Alipore, Kolkata -700027 (hereinafter referred to as "First Trustee 2", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and includes its successors and permitted assigns) of the FOURTH PART.
3. Mr. Surendra Munshi, son of Mr. Jagannath Munshi, resident of Flat 1D, Diddhashree, 16 Uday Shanker Sarani, Golf Club Road, P.S. Jadavpur, Kolkata-700033 (hereinafter referred to as "First Trustee 3" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and includes its successors and permitted assigns) of the FIFTH PART.
4. Mr. Ravindra Kumar Goenka son of Mr. Nagendra Goenka, resident of D-302, Park View City - 1, Sohna Road, Sector - 48, Gurgaon -122001 (hereinafter referred to as "First Trustee 4", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and includes its successors and permitted assigns) of the SIXTH PART.
5. Mr. Hemant Kumar Goyal s/o Mr. Naresh Kumar Goyal R/o H. No.419, Mohalla Silakhana, Mehta Chowk, Narnaul-123001 (hereinafter referred to as "Trustee 5", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and includes its successors and permitted assigns) of the SEVENTH PART.

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23 FEB 2017



6. Mr. Mukesh Kumar Goyal s/o Mr. Banwari Lal Goyal R/o A-6/343B, First Floor, Paschim Vihar, New Delhi-110063 (hereinafter referred to as "Trustee 6", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and includes its successors and permitted assigns) of the EIGHTH PART.
7. Mr. Ashok Kumar s/o Mr. Dalip Singh R/o Mohalla Gudri, Purani Mandi, Narnaul, 123001 (hereinafter referred to as "Trustee 7", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and includes its successors and permitted assigns) of the NINTH PART.
8. Mrs. Kusum Goyal w/o Mr. Hemant Kumar Goyal R/o 298 Gagan Vihar, New Delhi, 110092 (hereinafter referred to as "Trustee 8", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and includes its successors and permitted assigns) of the TENTH PART.
9. Mr. Dilip Kumar Jain son of Mr. N. C. Jain, resident of S 191/C, 3<sup>rd</sup> Floor, Manak Complex, School Block, Shakarpur, Delhi-110092 (hereinafter referred to as "Trustee 9", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and includes its successors and permitted assigns) of the ELEVENTH PART.
10. Mr. Sidharth Goyal son of Mr. Naresh Goyal, resident of S 191/C, 3<sup>rd</sup> Floor, Manak Complex, School Block, Shakarpur, Delhi-110092 (hereinafter referred to as "Trustee 10", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and includes its successors and permitted assigns) of the TWELVETH PART.

✓ The Founders, the First Trustees and Trustees may individually be referred to as such or as "Party" and collectively as "Parties")

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The Parties have keen interest in promotion of education and social-economic development activities;





- B. The public charitable trust has been created for the purpose of furthering the cause of education, training and development in the field of education;
- C. The Trustees have agreed to assume the responsibilities of the Public Trust and therefore Parties to these presents wish to record the terms of establishment and management of the Public Trust namely "Usha Martin University Foundation".

NOW, THIS DEED WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 DEFINITIONS

In this Deed, the following words and expressions shall have the following meaning unless the context otherwise requires.

- a. "Board of Trustees" or "Trustees" shall mean the Trustees of the Public Trust, as appointed, re-appointed, nominated or re-nominated from time to time;
- b. "Chairman & Managing Trustee" shall mean the Chairman & Managing Trustee of the Public Trust, as may be appointed or reappointed from time to time;
- c. "Governing Board" shall have the meaning given to it in section 7 of this Deed;
- d. "Public Trust" shall have the meaning given to it in section 2 of this Deed;
- e. "Secretary" shall mean the secretary of the Public Trust, as may be appointed or re-appointed from time to time;
- f. "Treasurer" shall mean the treasurer of the Public Trust, as may be appointed or re-appointed from time to time; and
- g. "Trust Deed" shall mean the original trust deed dated January 30, 2012 executed for establishing the Public Trust as amended by the deeds of variation dated February 10, 2014 and 8<sup>th</sup> August 2016.

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### 1.2 INTERPRETATION:

In this Deed, unless the context otherwise requires:

12 3 FEB 2017



- i. words of any gender are deemed to include the other gender;
- ii. words using the singular or plural number also include the plural or singular number, respectively;
- iii. The term "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Deeds;
- iv. the term "Section" refers to the specified clause of this Deed;
- v. heading and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
- vi. reference to any legislation or law or to any provision thereof shall include reference to any such law as it may, after the date hereof, from time to time, as may be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision;
- vii. any term or expression used but not defined herein shall have the same meaning attributable to it under applicable law;
- viii. reference to the word "include" or "including" shall be constructed without limitation; and
- ix. capitalized terms referred to in the Deed shall have the same meaning throughout the Deed.

## 2. ESTABLISHMENT OF THE PUBLIC TRUST

A public charitable trust by the name of Usha Martin University Foundation ("Public Trust") was established vide the Trust Deed, with the aims and object and upon the terms and conditions as stated in the Trust Deed. From the date of execution of this Deed, the Public Trust shall be governed by the provisions and terms and conditions hereinafter mentioned.

## 3. PUBLIC TRUST FUND

- 3.1 The Governing Board for and on behalf of the Public Trust shall hold and possess the entire fund and all other moneys, shares of all joint stock companies, donations contributions, all the property or properties, moveable or immoveable, which is either presently in name of the "Public Trust" or which may hereinafter be paid, received, generated or transferred to the

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Public Trust and investment or investments for the time being representing the same and the income, profits, dividend and interest arising therefrom ("Public Trust Fund"), subject to the provision hereof for the due fulfilment of the objects of the Public Trust.



3.2 The Governing Board and / or its "Chairman & Managing Trustee", for and on behalf of the Public Trust, may at any time invite and receive or without such invitation receive any voluntary contributions or donations either from Trustees or from any other member of the public, including any company, firm or institution, for all or any of the objects of the Public Trust stated in this Deed. Such contribution or donations may be monetary or in kind, so long as the same is not for purposes inconsistent with those stated in this Deed.


#### 4. ASSOCIATION WITH THE PUBLIC TRUST

Any person who accepts the aims and objects and agrees to abide by the rules and regulations of the Public Trust, may be admitted as Trustee / member of the Public Trust and/or in any other capacity, with rights, duties as may be determined by the "Chairman & Managing Trustee". The admission of a person as Trustee of the public trust and conferment of any rights and / or duties upon such admitted Trustee /Member, may be subject to such conditions as may be decided by the "Chairman & Managing Trustee" by way of resolution passed in this regard.

A person may be admitted as Trustee / member of the Public Trust and/or in any other capacity, only with the approval of the Board of Trustees without any requirement of reference or ratification by any other member Trustee of the Public Trust.

#### 5. OFFICE OF THE PUBLIC TRUST

The Principal office of the Public Trust shall be at J-1/12, 2<sup>nd</sup> Floor, Indo Japan Building, Block EP&GP, Salt Lake, Sector-V, Kolkata -700091

  
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#### 6. OBJECTS OF THE PUBLIC TRUST

23 FEB 2017

6.1 The primary object of the Public Trust is to further the cause of primary, secondary, higher secondary and higher education in India, including not limited to the sphere of management, technological, pharmaceutical agricultural, computer, medical, nursing, dental education and other areas of professional education and training, both formal and informal, academic vocational and practical. To this end, the Public Trust may carry out or cause the carrying out of the following main objects:


- (i) Establish primary schools, high schools higher secondary schools junior colleges, degree colleges, institutes, polytechnics, universities, training centres and other educational institutions that could provide recognised or unrecognised certificates, diplomas and degrees;
- (ii) Cause the expansion of presently existing primary schools, high schools, higher secondary schools, junior colleges, degree colleges, institutes, polytechnics, universities, training centres as well as other educational institutions;
- (iii) Provide financial or other support to presently existing primary schools, high schools, higher secondary schools, junior colleges, degree colleges, institutes polytechnics, universities, training centres as well as other educational institutions;
- (iv) To encourage and facilitate research, both institutional as well as non-institutional in the field of enhancing standards of education in schools, colleges, institutes, polytechnics, universities and other educational institutions;
- (v) Any other actions that may be deemed appropriate in the sphere of education in schools, colleges, institutes, polytechnics, universities and other educational institutions.

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6.2 Without in any way limiting the generality of the main objects stated in Section 6.1 above, the objects of the Public Trust are:

23 FEB 2017



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- (i) To provide students of all age, sex, race, religion and background the opportunity to receive education and become self-reliant;
  - (ii) To establish and/or construct and/or maintain dispensaries, clinics etc., and to offer medical service, either free or at concessional rates to the poor students and /or contribute for the support of institutions already established for such purposes;
  - (iii) To render assistance, financial or otherwise in all fields and in any manner which would help the poor students directly or indirectly;
  - (iv) To hold, arrange and organize seminars/workshops and other functions for development of poor students;
  - (v) To encourage other members of the student community to be contribute to the learning opportunities of poor students etc.;
  - (vi) Of publication of educational literature and allied subject on no-profit basis;
  - (vii) To carry on any social service work or relief work for helping poor students; and
  - (viii) To all such things as the Trustees may decide from time to time for welfare of the Public Trust and in pursuance of the above objects of the Public Trust.

## 7. "BOARD OF TRUSTEES" AND "GOVERNING BOARD"

7.1 This Public Trust shall be administered by a governing Board of Trustees ("Governing Board") whose number shall not be less than 2 [Two]. The Governing Board shall comprise of "Chairman & Managing Trustee" and one more Trustee as may be nominated by "Chairman & Managing Trustee".

7.2 The tenure of the nominated trustee to be a member of the Governing Board shall be for such period and with such terms and conditions as may be decided by "Chairman & Managing Trustee" of the Public Trust. The Trustees will be eligible for re-nomination to the Governing Board based on the nomination by the "Chairman & Managing Trustee".

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23 FEB 2017

- 7.3 Upon appointment of a new Trustee or the reappointment of an outgoing Trustee from the Governing Board, the Governing Board may, if required be vested with such power and authority as may be necessary to facilitate the functioning of the Public Trust in accordance with its objects and in the manner specified in this Deed.



## 8. MANAGEMENT OF PUBLIC TRUST

- 8.1 Shri Hemant Kumar Goyal shall be "Chairman & Managing Trustee" of the Public Trust for a period of 10 years ( Ten Years) with effect from -24<sup>th</sup> October 2016 and his appointment shall be further renewed at least for two more terms of 10 years each, unless decided otherwise by Chairman & Managing Trustee.
- 8.2 The Board of Trustees shall appoint the Treasurer, Secretary and other office bearers of the Public Trust as may be deemed necessary and proper for carrying out the objects and proper functioning of the Public Trust.
- 8.3 The Tenure and other conditions of the Treasurer, Secretary and other office bearers of the Public Trust shall be as decided by the Governing Board.
- 8.4 The Governing Board of the Public Trust shall be responsible for the overall functioning of the Public Trust and "Chairman & Managing Trustee" will preside over the meetings of the Governing Board.
- 8.5 The Treasurer shall be responsible for the accretion and expenditure of the funds in the Public Trust Fund, including but not limited to a regular review of the books of accounts of the Public Trust.
- 8.6 The day to day routine administration of the Public Trust, its property and affairs, convening meetings of the Trustees, maintaining minutes, accounts, records and other documents, of the Trust shall be looked after by the Secretary subject to approval / ratification by the Governing Board.
- 8.7 The management of the Public Trust would be regulated by way of recordings of the various resolutions passed at the meetings of the Governing Board, from time to time and/or by way of circulation of the agenda and the proposed resolution to the Trustees in the case of non-

  
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meeting of the Trustees to help and regulate the meetings notwithstanding anything contained in the present Deed, no Meeting of Governing Board or the meeting of Trustees in general shall take place unless the "Chairman & Managing Trustee" is present in such meeting.



- 8.8 The Governing Board may from time to time prescribe rules and make bye-laws for the management and governing of the Public Trust and issue any instructions for due administration of the same.

## 9. VACANCIES

- 9.1 Notwithstanding anything contained in Section 7 above, a Trustee shall cease to be in office with immediate effect on his death or on becoming insolvent or insane or of on being convicted for any offences involving moral turpitude. Any vacancy occurring in the office of Trustees, shall be filled by the Trustees, either unanimously or with the consent of the majority. The existence of vacancies in the office of the Trustees shall not invalidate any act or decision by the Governing Board.
- 9.2 A Trustee may also vacate his office by tendering his resignation. Any resignation that is tendered by a Trustee will have to be submitted to the "Chairman & Managing Trustee" of the Public Trust. If the "Chairman & Managing Trustee" is tendering his resignation, it will be submitted to any other Trustee on the Board of Trustees, which in turn shall be tendered to the entire Board of Trustees.
- 9.3 Without prejudice to any provision of applicable law, a Trustee who has vacated his office from the Board of Trustees shall not be liable or responsible for any other acts carried out by the remaining Trustees or other associates after such vacation has taken effect.

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## POWERS OF GOVERNING BOARD

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- 10.1 The Governing Board shall have full power and authority to administer the Public Trust Fund. The Governing Body shall also have full power and authority:-
- (i) To manage the day-to-day affair of the Public Trust



- (ii) To receive, collect and enforce recovery of all monies payable to the Public Trust and grant necessary receipts and discharge therefor.
- (iii) To appoint, terminate, suspend and otherwise deal with the employees.
- (iv) To appeal and act before courts, tribunals, public offices, etc.
- (v) To institute, prosecute and defend all suits and other legal proceedings.
- (vi) To incur all necessary expenses from the Public Trust Fund in connection with the Public Trust and its management and for its institutions.
- (vii) To apply properties and funds of the Public Trust for the objects of the Public Trust.
- (viii) To open one or more bank account (current/recurring/ saving/ overdraft) in the name of the Public Trust and have such people to be the signatory to act on behalf of the Public Trust as the Governing Board may decide and deem fit for the purpose. All monies received by the Trustees on account of Public Trust shall be deposited on receipt in such account or accounts; provided the Governing Board may retain in their hands any amount for current expenses that they may, in their absolute discretion, deem fit and proper.
- (ix) Generally to carry out all such acts, deeds and actions as may be required to fulfil the purposes of the Public Trust and matters incidental thereto.

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Notwithstanding anything contained in the Deed, the Governing Board shall, subject to compliance with the provisions of sections 11 to 13 and all other applicable provisions of the Income Tax Act, 1961, be at liberty in his absolute discretion to invest the Public Trust Fund (or part thereof) and all

23 FEB 2017

the moneys in his hands which may require investment in the following modes of investment or any one or more of them as deemed fit, namely:



- (i) Stocks, funds, shares, securities and investments, in which the Governing Board is by law for the time being in force in India, authorised to invest such moneys;
- (ii) Any stock or securities or debentures the interest or dividend whereof shall have been guaranteed by the government of India or any other state government;
- (iii) Stocks, securities or debentures issued by any local authority in the state of West Bengal or in any other state in India or by any public financial institution;
- (iv) Fixed or any other deposit with any bank;
- (v) In government securities or fixed or other deposits in any account with a post office savings book or cooperative banks or any approved financial corporation;
- (vi) In acquiring by purchase or on lease of ownership basis or in exchange, hire or license or otherwise any immoveable property (including vacant land) of any tenure; including leaseholds in any part of India; to hold such immoveable property, construct upon, renovate and sell the same at their absolute discretion from time to time; and
- (vii) In acquiring by purchase or on lease of ownership basis or in exchange, hire or license or otherwise any immoveable property (including vacant land) of any tenure; including leasehold in any part of India;
- (viii) to hold such immoveable property, construct upon, renovate and sell the same at their absolute discretion from time to time; and
- (ix) To acquire fixed assets and to receive rent thereof, which assets may be sold, or exchanged or mortgaged if and when necessary.

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11. TRANSACTION OF BUSINESS BY THE GOVERNING BOARD AND BOARD OF TRUSTEES.



11.1 The Governing Board shall meet once in 6 (six) months or as often as may be necessary for the efficient conduct of the affair of the Public Trust. The quorum for a meeting of the Governing Board shall be not less than 50% of the total number of Trustees present on the Governing Board at any given time. The business of the Public Trust may also be transacted by circulation of papers to the Trustees who are members of the Governing Board.

However, notwithstanding anything contained in the present Deed, no meeting of the Governing Board shall take place unless the "Chairman & Managing Trustee" is present in such meeting.

11.2 Such meeting shall be presided over by the "Chairman & Managing Trustee" of the Public Trust or in his absence or inability, by one of the Trustees nominated by the "Chairman & Managing Trustee".

11.3 All decisions to be taken at meetings of the Governing Board shall be by a simple majority except as otherwise expressly provided therein. The "Chairman & Managing Trustee" shall be entitled to a casting vote in the event of equality of votes at the meeting.

11.4 Notwithstanding anything contained in this section 11.3, no resolution of the Governing Board shall be considered to be duly passed either in a physical meeting or by circulation unless the papers pertaining to the same have been circulated to the member Trustees of the Governing Board with a notice of at least 5 (five) clear days.

11.5 The Governing Board shall be entitled to call general meetings of the Board of Trustees of the Public Trust, as and when required, by giving 7 (seven) days prior written notice to all the Trustees of the Public Trust. The quorum for a general meeting of the Trustees shall not be less than 50% of the total number of Trustees but not being less than 2 (two) Trustees present during the duration of such meeting. However, no meeting of the Trustees of the

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22 FEB 2017

Public Trust shall take place unless the "Chairman & Managing Trustee" is present in such meeting.



11.6 The general meeting of the Trustees of the Public Trust shall be presided over by the "Chairman & Managing Trustee" or in his absence or his inability, by one of the Trustees nominated by the "Chairman & Managing Trustee".

11.7 All decisions of the Trustees of the Public Trust shall be by a simple majority of the Trustees present and voting. However, the "Chairman & Managing Trustee" shall be entitled to a casting vote in the event of equality of votes at the meeting.

## 12. FINANCIAL YEAR

The financial year of the Public Trust shall be from April 1 of a calendar year to March 31 of the immediately succeeding calendar year.

## 13. INDEMNITY

The Trustees shall be kept fully indemnified and harmless under the Public Trust against any action or claim, loss suffered or liability arising against them, on account of anything done by them in good faith pursuant to the powers and authority conferred on them by these presents.

The Trustees for the time being shall be chargeable only for such monies, stocks, funds, deposits and securities as they shall actually receive, notwithstanding their signing of any receipt for the sake of conformity and shall be answerable or accountable only for their own acts, receipts, neglects, defaults, and not for those of others or any banker, auctioneer or any other persons with whom or into whose hands any monies or securities may be deposited in accordance with this deed nor for the determination of loss of any stocks, funds, deposits or securities nor for any defects or insufficiency of title nor for any other losses unless the same shall happen through their own neglect or wilful demeanor. Provided further that the aggregate liability of the Trustees for reasons arising out of their own acts, receipts, neglects, defaults, as stated hereinabove, shall be limited to funds, deposits and securities as they shall actually receive and subject to applicable laws the personal

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property(s) of the Trustees or their legal heirs or successors shall not be invoked or attached in discharge of such obligations



#### 14. IRREVOCABILITY/AMENDMENTS OF THE PUBLIC TRUST

The provisions of this Public Trust may be altered or amended by the resolution passed by the Board of Trustees either unanimously or with the consent of at least three-fourth majority provided the character of this Public Trust as a charitable trust for the promotion of the objects set forth above shall not be altered. This Public Trust is irrevocable.

#### 15. PROVISION OF DISSOLUTION OF THE PUBLIC TRUST

15.1 In the event of the dissolution of the Public Trust for any reason, the Governing Board shall take over or transfer the funds and properties of this Public Trust to any other trust or charitable institution having objects generally similar to those of this Public Trust to any other trust or charitable institution having object generally similar to those of this Public Trust and donations to which are exempt under Section 80-G of the Income Tax Act, 1961, if the resolution to that effect is passed by the Trustees unanimously or by not less than three-fourth majority.

15.2 In the event of the Public Trust or its funds and properties merging with or being amalgamated with any other public charitable trust or other charitable organisation, the same shall preferably have the same or similar charitable objectives as the Public Trust and such process shall be carried out in accordance with the then applicable laws.

15.3 Any dissolution, merger, amalgamation, acquisition or any other form of cessation of the operations of the Public Trust will be carried out in accordance with the then applicable laws.

#### 16. MISCELLANEOUS

##### 16.1 Governing Law and Jurisdiction

The Public Trust and the provisions of this Deed shall be subject to and governed by the laws of India and the rules, regulations and guidelines framed by the Government or any Government department or statutory or regulatory body, or

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authority in this behalf. The exclusive jurisdiction including arbitration arising out of or in connection with this Deed and any other related agreements shall be in Kolkata, India.



## 16.2 Severability

If at any time any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect, neither the legality, validity or enforceability of the remaining provisions of this Deed shall in any way be affected or impaired thereby.

## 17. ACCEPTANCE OF THE TRUST.

The Trustees above named accept this Public Trust

IN WITNESS WHEREOF the Trustees above-named have EXECUTED THIS Deed in the presence of witnesses attesting hereunder at Kolkata this 24<sup>th</sup> of October, 2016.

1. Mr. Prashant Jhavar

2. Mr. Rajeev Jhavar

3. Mr. Surendra Munshi

4. Mr. Ravindra Kumar Goenka

5. Mr. Hemant Kumar Goyal

6. Mr. Mukesh Kumar Goyal

7. Mr. Ashok Kumar

8. Mrs. Kusum Goyal

9. Mr. Dilip Kumar Jain

10. Mr. Sidharth Goyal

WITNESS:

1.

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**B. N. SAHA**  
**NOTARY**

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Signature of the  
me on Identity Card

**B. N. SAHA**  
**NOTARY**

For USHA MARTIN UNIVERSITY FOUNDATION

23 FEB 2017

