

Deed for Public Charitable Trust

THIS Deed for Public Charitable Trust IS MADE this 13th day of September 2007

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BETWEEN

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LALA SUSANTA RAY, S/O Lala Sarat Kumar Ray, Aged About 26yrs, Residing at VIM-474, Sailashree Vihar, Bhubaneswar-751021, hereinafter called the SETTLOR (which expression shall unless excluded by or repugnant to the subject or context be deemed to include his heirs, executors, administrators, assigns, and representatives) of the one part

AND

SATHYA SWAROOP PATNAIK,S/O Antarjyami Pattanaik,Aged about 26yrs by faith residing at MC/31, Madhuban, Pradip Port-754142, Orissa, hereinafter jointly called the TRUSTEES (which expression shall unless excluded by or repugnant to the subject and context be deemed to include the trustees for the time being of these presents and/or Survivor or Survivors of any of them and their Successor or Successors in Office) of the other part

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1. The SETTLOR is desirous of creating an endowment by setting apart and establishing a Fund for the Public Religious and Charitable objects and purposes in India hereinafter expressed.

2. The TRUSTEES have at the request of SETTLOER agreed to act as TRUSTEES of these presents upon the terms and provisions hereinafter contained.

Now THIS INDENTURE WITNESSETH as follows:

1. In order to effectuate the said object of creating and establishing a Public Charitable Trust, the Settlor has delivered to and made over to the TRUSTEES a sum of Rs. 1000 (Rupees One Thousand) only, with intent to part with all his right, title and interest claim therein and vest the same in the TRUSTEES to have and to hold the same and the investment or investments for the time being representing the same and all other properties that may for the time being represent the trust estate together with all additions and accretions thereto and all accumulated income thereof and all other property or properties that may be acquired out of the same or otherwise may hereafter be subject to the trust (hereinafter referred to as the TRUST FUND) for the charitable objects and purposes and uses hereinafter expressed with the powers and on the terms and conditions herein contained of and concerning the same.

2. The name of the Trust shall be **SAI ANANDAM** and the office of the trust shall be situated at **Sitaram Bazar**, **Baranga**, **Dist - Cuttack**, which may be shifted from time to time to such other place or places as the trustees may deem fit and proper at their

discretion.

THE AIMS AND OBJECTIVES OF THE TRUST-

3. The objects of the Trust shall be:

(i) To provide food, shelter, education for poor and orphan children, old age persons, who are distressed by the society.

(ii) To give provide and or render food, medicine and other help and/or

assistance in any shape or form to the poor deserving and needy persons.

iii) To create awareness to establish of a classless, casteless, and unexploited society promoting social, economical and educational development of the people.

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(v) To open, found, establish, promote, set-up, run, maintain, assist, finance, support and/or aid or help in the setting up establishment, maintenance and/or running dharamsalas, wells, deep tube wells, tanks, roads, etc.

(vi)To promote, organize, administer, establish, support, maintain, and/or grant aid to any person, institution or society or organization whatsoever having for its objects of charitable purposes and to incur expenditure in connection therewith.

(vii) To renovate or repair and erect temple for worship.

(viii) To promote, assist and/or maintain all activities by whosoever carried on or wherever carried on in India in conformity with the objects of the Trust and as are conducive to the well being and general welfare of the nation or are conducive for advancement of any object or objects of general public utility not involving/carrying on any activity for profit.

4. If any one or more of the objects specified in clause (3) of these presents are held not to be objects of a public charitable nature, the TRUSTEES shall not carry out such object or objects as if the same are not incorporated in these present but the validity of the trust created by these presents as a trust for public charitable purposes shall not be affected in any manner.

5. The financial year of the trust shall end on 31st March, every year provided that the Board of Trustees shall be at liberty to change the same from time to time if they so deem it fit and proper. The first financial year of the trust shall close on 31st March 2008.

6. The TRUSTEES shall from time to time after meeting the expenses of and incidental to the management of the Trust Properties and of the Trust decide the particular object or objects for which the income or corpus of the TRUST FUND or Properties for the time being available shall be applied.

7. The TRUSTEES may accept any donation or contribution in cash or in kind from any person, firm, company, corporation, associations, institution or trust (including the SETTLOR or the trustees or any of them) for the furtherance of the objects of the trust or for any one or more of them upon such terms and conditions as-they may in their absolute discretion think fit and which are not inconsistent with the objects of the trust. The trustees may also take over the management of any other charitable or public institutions on such terms as they think fit and may manage such institutions.

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POWERS AND FUNCTIONS OF TRUSTEES

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A. Without affecting the generality of powers and functions of the TRUSTEES to manage and administer the trust, the Board of Trustees shall have the following functions.

(i)To borrow if needed against the security of the assets of the trust by way of bank overdrafts, loan or otherwise, as may be necessary, for the benefit of the trust and for more effectively carrying out the objects of the trust provided however the trustees unanimously agree on such borrowing and limited to the terms of their decision or agreement and to authorize two or more of the trustees to execute such documents, deeds, papers, etc. as may be necessary in connection therewith.

(ii)To arrange for and/or authorize the signing or execution of any agreement, contract, nstrument, document or any other paper or writing required to be signed or executed on behalf of the trustees by any two of the trustees to be nominated in this behalf by the Board of Trustees and to make the same effective and binding as if the said agreement, contract, instrument or document or paper or writing were signed by all the trustees.

(iii)To appoint or make provision for the appointment of a sub-committee of trustees and/or others to attend to or supervise or conduct specified jobs or functions or trust matters in such manner and subject to such rules and regulations as the trustees may prescribe.

(iv)To authorize any one or more trustees to hold any property or any fund or any investment of the trust subject however to the terms of these presents in such manner and subject to such terms and conditions, rules and regulations as the Board of Trustees may from time to time think fit and proper.

(v)To spend any portion of the corpus or the income of the trust fund for purchasing any land and or constructing any building or buildings for and in the name of the trust for the burpose of carrying out promoting and/or executing any or all of the objects of the trust.

B. The TRUSTEES shall cause true and accurate accounts to be kept of all moneys received and spent and of all matters in respect thereof in course of management of trust properties or in relation to the carrying out of the objects and purpose of the trust as well as of all the assets, credits and effects of the trust properties.

C. The TRUSTEES may invest the Trust Estate either in the purchase of immovable properties or of mortgage immovable properties, or in such manner as allowed by law as may be in force from time to time and to convert, alter, vary, dispose of or transfer such investments from time to time provided that such investments shall not be made which are directly or indirectly for the benefit of any person referred to in sub-section (3) of section 13 of the Income-tax Act 1961, or any subsequent amendments as may be made from time to time.

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D. If the income from the trust property in a particular year is not fully utilised, the unexpended of the applicable provisions of the Income-tax Act 1961, shall be carried over to 780 the next year or years and spent in such subsequent year or years for the advancement of any of the objects of the trust.

The TRUSTEES shall be at liberty to sell such portion or portions of the movable or immovable properties forming part of the Trust Estate either by public auction or by private contract at such price or prices and on such terms and conditions relating to title or otherwise in all respects as they may in their absolute discretion think fit and to rescind or vary any contract for the sale thereof and to resell the same without being answerable for any loss occasioned thereby and to execute all conveyances or other assurances and to pass valid and effectual receipts and discharges for all moneys received by them.

F. The TRUSTEES shall keep an account or accounts with any bank or banks, to operate such account or accounts whether in debit or in credit and to give all appropriate instructions to the banker or bankers concerning the operation of such account or accounts and to authorize by appropriate resolution one or more of the trustees jointly with an agent appointed by the Board of Trustees in this behalf to operate such account or accounts.

G. The TRUSTEES may pay all charges and outgoings payable in respect of any immovable property for the time being forming part of the TRUST FUND and may carry out repairs required to be done to the same and keep the same insured against loss or damage by fire and may incur all other costs, charges, and expenses incidental to the administration and management of the Trust Estate and the properties for the time being belonging to the trust as they may in their absolute discretion think fit.

H. The TRUSTEES may manage or supervise the management of any lands, hereditaments, and premises for the time being comprised in the Trust Estate or any part thereof with power to effect, pull down, re-build, add to, alter and repair houses and other buildings and to build drains and make roads and fences and otherwise to improve and develop and to cultivate or cause to be cultivated all or any of the said lands, hereditaments and premises and to insure houses and buildings against loss or damage by fire and/or other risks or to let, lease, make allowances to and arrangements with tenants, agriculturists and generally to deal with the said lands, hereditaments and premises as they may deem fit in their absolute discretion.

I. The TRUSTEES may appoint Secretaries, Managers, Lawyers, Solicitors, Auditors, Architects, Engineers, Surveyors or other employees for the purpose of management and supervision of the Trust Estate, for collection of rents, effects and profits, for keeping the accounts and records and for other purpose of the trust.

The TRUSTEES may establish their office at such place or places and may change such places from time to time as they may think fit.

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K. The TRUSTEES may demise the immovable property or properties for the time being and from time to time belonging to the trust either from year to year or for any fixed term or for any term of years or on monthly tenancies at such rent and subject to such covenants and conditions as they may think proper and also accept surrenders of lease and tenancies and generally manage the same in such manner as they think proper.

L. The TRUSTEES shall have full power to compromise or compound all actions, suits, and other proceedings and settle differences and disputes touching the Trust Estate and/or the rust Properties and to refer any such differences or disputes to arbitration and to adjust and settle all accounts relating to the Trust Estate and/or the Trust Properties and to do all other acts and things fully and effectually without being liable or answerable for any bona fide loss occasioned thereby.

M. The TRUSTEES may join, co-operate and amalgamate the trusts created by these presents or any portion thereof with any trust or institution having allied and or similar objects upon such terms as they may in their absolute discretion think fit.

N. The TRUSTEES may from time to time frame schemes and rules and regulations to carry the objects of the trust and for managing the affairs of the trust and otherwise for giving effect to the objects and purposes of the trust and to vary the same from time to time as the trustees may in their discretion deem fit and proper.

O... The receipts granted by the TRUSTEES or any one or more of them for any moneys, stocks, funds, shares, securities or investments paid, delivered or transferred to them in exercise of the trust or powers hereof shall effectually release and discharge the person or persons paying, delivering or transferring the same there from and from seeing or from being bound to see the application thereof or being answerable for the loss or misapplication thereof.

P. The TRUSTEES shall be entitled at their discretion from time to time to start, discontinue, abolish and re-start any charity or charitable institution, to impose any condition or conditions to

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any subscription or donation made by them and to earmark any portion of the Trust Property or income for any particular objects.

Q. The TRUSTEES may reimburse themselves and pay and discharge out of the TRUST FUND all expenses incurred by them in or about the execution of the trust or any of their duties under these presents including traveling expenses, but will not be entitled to any remuneration.

R. All the TRUSTEES will cease to be trustees if a written order from the settlor is given with proper reasoning for the same during the term of their natural lives.

S. The number of trustees shall be not less than one and not more than nine.

S. Any trustee may retire at any time without assigning any reason and without being responsible for any costs occasioned by such retirement.

T. The surviving or continuing TRUSTEES may notwithstanding any vacancy in their board act as trustees PROVIDED HOWEVER that if the number of TRUSTEES shall fall below one, the minimum fixed by these presents, the trustees shall not, except for the purpose of filling any vacancy, act so long as the number is below the said minimum.

U. One TRUSTEE at a meeting shall form a quorum for any meeting of the TRUSTEES.

V. The TRUSTEES for the time being shall elect from amongst them one Chairman and he shall hold office for years, unless he resigns or refuses to act as Chairman or otherwise ceases to be trustee.

W. All proceedings and questions and matters arising at the meeting of the TRUSTEES shall be decided by a majority of votes and in case of equality of votes the Chairman shall have a second or casting vote PROVIDED HOWEVER that notwithstanding anything herein stated no question dealing with the disposal of the corpus of any of the trust properties and/or investment out of the trust corpus shall be decided except with the consent of the Chairman of the trust.

X. In case of difference of opinion between the TRUSTEES the opinion of the majority shall prevail and if the TRUSTEES are equally divided in any matter, the Chairman shall have a casting vote.

33. A resolution in writing circulated amongst all the TRUSTEES and signed by a majority of the trustees present in India shall be as valid and effectual as if it had been passed at a meeting of the TRUSTEES duly convened and held.

34. Notice of the meeting of the TRUSTEES and all communications may be sent to the TRUSTEES at their addresses registered for the time being in the records of the trust.

35. All meetings of the trust shall be held at such place and at such time as the Chairman of the trust shall decide from time to time.

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33. A resolution in writing circulated amongst all the TRUSTEES and signed by a majority of the trustees present in India shall be as valid and effectual as if it had been passed at a meeting of the TRUSTEES duly convened and held.

Notice of the meeting of the TRUSTEES and all communications may be sent to the TRUSTEES at their addresses registered for the time being in the records of the trust.

35. All meetings of the trust shall be held at such place and at such time as the Chairman of the trust shall decide from time to time.

36. A trustee who is unable to be present at a meeting of the TRUSTEES may send his views on the agenda in writing and such expression of opinion shall be taken to be his vote on the matter concerned.

37. The minutes of the proceedings of every meeting of the TRUSTEES shall be entered in a book to be kept for that purposes and signed by the Chairman of such meeting or of the following meeting when they are read over and shall when so entered and signed be conclusive evidence of the business and other matters transacted at such meeting.

38. No person being—

- (i) an undischarged insolvent; or
- (ii) convicted of an offence involving moral turpitude; or
- (iii) of unsound mind; or
- (iv) a minor; shall be eligible to be a trustee.
- 39. The power to appoint new or additional TRUSTEES, but so as not to exceed the maximum number and to fill vacancies in the office of the trustees, shall vest in the continuing trustee or trustees.

CEASATION OF TRUSTEESHIP

- 40 A person shall cease to be a trustee in any of the following events:
 - (a) if he dies; or
 - (b) if he becomes bankrupt; or
 - (c) if he becomes insane or otherwise become incapable to act, or
 - (d) if he resigns his office.







(30 61) 41. On a new or additional trustee being appointed and on his signifying his acceptance in 88 writing to the effect of his accepting the appointment, the Trust Property shall automatically vest in him along with the other TRUSTEES for the time being and he will be entitled to carry out all the duties and functions of a trustee without any other deed or writing.

42. The Board of Trustees shall be entitled to sue in the name of the trust and may similarly be

sued in the name of the trust.

43. The Board of Trustees may, by a unanimous vote of all the TRUSTEES for the time being sexcept the trustee proposed to be removed, remove any trustee, permanent or otherwise, from office after finding the trustee proposed to be removed guilty of serious misconduct in relation to or concerning the trust estate or trust affairs and after arriving at a definite conclusion that for the reasons to be recorded in writing the continuance of the trustee proposed to be removed as trustee or these presents was desirable keeping to the objects of the trust in view and other related or connected matters provided however that no conclusion of such guilt shall be arrived at without giving to the trustee proposed to be removed a full and fair opportunity of explaining his conduct and/or the charges leveled against him for his removal. And the decision of the Board of TRUSTEES in this behalf shall be final and binding and shall not be called in question anywhere.

IN WITNESS WHEREOF the SETTLOR and the TRUSTEES have executed these presents on the day, month and year above-mentioned.

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Sefore the Notary Public, Bhull Hieray BBSR, Oris

Affidavit

Government of India 10AA 423577

Regn. No. 7791/2009

Mob. 9861006174

Affidavit

T. Lala Susanta Ray, son of Lala Sarat Kumar Ray, aged about years, residing at VIM-474, Sailashree Vihar, Bhubaneswar, Dist Khurda, SETTLOR of SAI ANANDAM Frust, do hereby solomnly affirm and state as follows:

- That, I am the Settlor of SAI ANANDAM TRUST, having its Office at Sitaram Bazar, Barang, Dist, Cuttack.
- 2. That, I along with Trust Members have made an Resolution on dtd.28.3.2010. bearing Meeting No.12, to which was accepted and passed by all the members of the Trust.
- 3. That, I want to add two new members to the Trust, namely a) Sri Debadatta Swain, son of D. Swain, 13, Sriram Nagar, Colony, Old Twon, Bhubaneswar, Odisha and b) Sri Vivekananda Sahoo, son of B.N. Sahoo, Cr. No. L-71, Phase-I, Chhend Colony, Rourkela. Odisha.
- 4 That, the dissolution clause should be ammended to the Trust Deed , as follows:
- "On Dissolution of the Trust, the net assets of the Trust Shall be transferred to Sri Sathya Sai Trust, Orissa. "
- 5. That, the details of Resolution Copy is attached herewith for reference.

That, this affidavit is required to be produced before the concerned authority for mecessary action and record. That, the facts stated above are true to the best of my knowledge and

belief. Identified by we. Adv. Bhubaneswar.

Lala Schanta Ray

JAGYNESWAR ACHARYA. Sworn before me.

La la Susanta Lay Deponent. 2/6/2010.

Regn. No-779412009. DISNOTURIE, BESSEL Brists Alfred Sware. 201



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Before the Notary Public Bhubaneswar.

Affidavit.

Dist-Khurda, Basa, Orissa. I Lala Susanta Ray, son of Lala Sarat Kumar Ray, aged about 36 years, residing at VIM- 474, Sailashree Vihar, Bhubaneswar, Dist .Khurda, SETTLOR of SAI ANANDAM TRUST, do hereby solemnly affirm and state as follows: 1. That, I am the Settlor of SAI ANANDAM TRUST, having its Office at Sitaram Bazar, Barang, Dist. Cuttack.

- 2. That, I along with Trust members have a made a Resolution on dtd: 28.1.2010. bearing Meeting No.11(i) which was accepted and passed by all the members of the Trust.
- 3. That, I want to change the Administrative Office of the Trust from Sitaram Bazar , Barang, Cuttack to VIM- 474, Sailashree Vihar. Bhubanes war.
- That. Irrevocable clause may be added to the Trust Deed.
- That, this affidavit is required to be produced before the congerned authority for necessary action and record.

That, the facts stated above are true to the best of my knowledge and belief. Identified by me.

Agiv. Bhubaneswar. Sworn before me.

OF IN Notary Public, Bhubaneswar,

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NOTARY

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