

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

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Certificate No.

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Account Reference

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Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

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PM CARES

Article 64 Trust

PRIME MINISTERS CITIZEN ASSISTANCE AND RELIEF IN EMERGENCY

SITUATIONS FUND

0

(Zero)

PRIME MINISTERS CITIZEN ASSISTANCE AND RELIEF IN EMERGENCY

SITUATIONS FUND

PRIME MINISTERS CITIZEN ASSISTANCE AND RELIEF IN EMERGENCY

SITUATIONS FUND

(One Hundred only)



SELF PRINTED CERTIFICATE TO BE VERIFIED BY THE RECIPIENT

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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

- IN-DL42057009731875S
- 11-May-2020 03:59 PM
- SHCIL (FI)/ dl-shcil/ JANPATH/ DL-DLH
- SUBIN-DLDL-SHCIL92846375450735S
- PM CARES FUND
- Article 64 Trust
- PRIME MINISTERS CITIZEN ASSISTANCE AND RELIEF IN EMERGENCY
- SITUATIONS FUND (PM CARES FUND)
- (Zero)
- PM CARES FUND
- NA
- PM CARES FUND
- 6.750
 - (Six Thousand Seven Hundred And Fifty only)

SOCKED



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DEED OF TRUST

This **DEED OF TRUST** is executed at New Delhi on this 27th day of March, 2020 (the "**Deed**") by the Prime Minister of India (hereinafter referred to as the "Settlor", which expression shall, unless repugnant to the context of meaning thereof, be deemed to include his successor-in-office).

WHEREAS:

- Several countries of the world including India are witness to distress situations man (A) made, natural or otherwise which have severe health, trade and economic ramifications for the people of the country.
- Such situations require emergent response and demand immediate and expeditious (B) relief and assistance to the public at large. At the same time it emphasizes the importance of research and emergency infrastructure development in order to prevent and tackle emergencies of varied nature in future.
- Keeping in mind the need for a dedicated national fund with the primary objective of (C) tackling any kind of emergency situation, which over a period of time can be used to fund long-term institutional capacity-building of the nation to effectively respond to such emergencies or distress that may arise, and to bring relief to the public at large, the Settlor is hereby desirous of settling, by way of these presents, a public charitable trust under the name of 'Prime Minister's Citizen Assistance and Relief in Emergency Situations Fund' (PM-CARES Fund), in the nature of a Public Charitable Trust which expression is hereinafter referred to as the "Trust" for the purpose of the Objects (as defined below and all other ancillary objects in the fulfillments of the main objects).
- This Deed records the various terms in relation to the Trust including the powers, (D) duties and functions of the Board of Trustees.

NOW THIS DEED WITNESSETH AS FOLLOWS:

DEFINITIONS AND INTERPRETATION 1.

Definitions and rules of interpretation of this Deed shall be as set out in the Schedule to this Deed. The schedule appended to the present Deed be deemed to be a part and parcel of the Deed for all intent and purposes in general and for the purpose of the amendment in particular.

DECLARATION OF TRUST 2.

In order to set up a public charitable trust for the Objects set out in this Deed, the Settlor has transferred unto the Trust and Trustees, an initial sum of Rs. 2,25,000 (Rupees Two Lakh Twenty Five Thousand only) ("Initial Corpus") (the receipt whereof the Trust and the Board of Trustees do and each of them have admitted and STEPPIN

acknowledged) TO HAVE, RECEIVE AND TAKE the same subject to the use and upon the Trusts and subject to the powers, provisions, conditions, agreements and declarations hereinafter contained.

3. NAME AND HEAD OFFICE

- 3.1 The Trust shall be known as the 'Prime Minister's Citizen Assistance and Relief in Emergency Situations Fund' (hereinafter referred to as PM CARES Fund) or such other name as the Board of Trustees may from time to time determine in accordance with the power of amendment contained in this Deed and in accordance with the procedure laid down therein.
- 3.2 The head office of the Trust shall be situated at New Delhi and the Board of Trustees may decide on the location of the head office at New Delhi, and change the same, from time to time, at their discretion.

4. THE OBJECTS

- 4.1 The Trustees shall stand possessed of and hold the Trust corpus and Trust Property, including the Initial Corpus, upon trust to apply the income and all or such part or parts of the assets, movable property or capital at such time or times and in such manner to, or for the benefit of the objects set out in this Deed, and for all other acts, things and deeds incidental to and/or ancillary with the objects, as the Trustees may in their discretion deem fit in accordance with the provisions of this Deed.
- **4.2** The primary objects of the Trust are:
 - (i) To undertake and support relief or assistance of any kind relating to a public health emergency or any other kind of emergency, calamity or distress, either man-made or natural, including the creation or upgradation of healthcare or pharmaceutical facilities, other necessary infrastructure, funding relevant research or any other type of support;

To render financial assistance, provide grants or payment of money or take such other steps as may be deemed necessary by the Board of Trustees to the affected population;

- (iii) to undertake any other activity, which is not inconsistent with the above Objects.
- **4.3** For the furtherance of the Objects of the Trust, the Trust Property may be utilised towards:
 - (i) schemes announced by the Prime Minister of India in relation to any pandemic or a public health or other emergency, calamity or distress, either man-made or natural; or

- (ii) direct benefits to particular programmes, institutions or persons in relation to the above objectives.
- **4.4** The benefit of the Objects would be available to the general public irrespective of caste, creed, language, religion, region, sex.

5. ADDITIONS TO TRUST PROPERTY

- 5.1 The Trustees may at any time invite and receive or without such invitation receive any voluntary monetary contributions, donations, gifts, subscriptions, grants in cash or in kind either from the Settlor or from any other person(s), whether actual or juristic, or companies or organizations based in India or abroad; and such cash contributions or donations may be accepted by various modes including cheque, demand draft or through electronic means through designated commercial bank accounts of the Trust.
- 5.2 No conditional Contributions shall be accepted.
- 5.3 All such Contributions shall be treated as forming part of the Trust Corpus or the Trust Income, as the case may be, being the subject matter of this Trust and shall, subject as aforesaid, be held by the Trustees upon the trusts with and subject to the same powers, provisions, agreements and declarations as those contained in this Deed and be applied accordingly in accordance with the applicable laws.

This trust is established only for the charitable purposes incorporated in these presents and for the noble causes enumerated herein. This Trust is not created by or under the Constitution of India or by any law made by the Parliament or by any State Legislature. This Trust is neither intended to be or is in fact owned, controlled or substantially financed by any Government or any instrumentality of the Government. There is no control of either the Central Government or any State Government/s, either direct or indirect, in functioning of the Trust in any manner whatsoever. The composition of the Board of Trustees consisting of holders of public office *ex officio* is merely for administrative convenience and for smooth succession to the trusteeship and is neither intended to be nor in fact result into any governmental control in the functioning of the Trust in any manner whatsoever.

The contributions made to the objects of the Trust as stipulated hereinabove or otherwise shall be accepted, held and applied by the Trust respecting the fiduciary relationship between the person/s or entity/ies making contributions and the Trust and the Trust shall fully respect and will not allow any invasion of the privacy of the contributor/s by divulging their names, addresses and/or other details and the details regarding their contributions to anyone except to the tax authorities while making the full and true disclosures which will be made to the tax authorities as and when required by such authorities or required under the relevant taxing statute.

5.4 It shall always be lawful for the Trustees in their discretion to decide whether they should invite or accept any such Contributions as aforesaid and they shall at all times be at liberty to refuse any Contributions without giving any reason for such refusal.

6. BOARD OF TRUSTEES

- 6.1 The total strength of the Board of Trustees shall at no time be less than four and more than seven.
- 6.2 The persons holding the following offices shall constitute the Board of Trustees:
 - (i) Prime Minister of India (ex-officio);
 - (ii) Minister of Defence, Government of India (ex-officio);
 - (iii) Minister of Home Affairs, Government of India (ex-officio);
 - (iv) Minister of Finance, Government of India (ex-officio);
- 6.3 The Trustees shall hold office *ex-officio* and upon vacating his office shall cease to be a Trustee and shall be replaced automatically without any further act or deed by the person who succeeds to such office. This will be treated as a valid succession for the purpose of law and such a change shall be accepted by the statutory authority registering this trust.
- In addition to the trustees referred to in Clause 6.2, the Chairperson of the Board of Trustees shall have the power to nominate three trustees to the Board of Trustees who shall be eminent persons in the field of research, health, science, social work, law, public administration or philanthropy.
- 6.5 Any person appointed a Trustee shall act in a *pro bono* capacity.

6.8

The Prime Minister of India shall be the Chairperson of the Board of Trustees and shall preside over the meetings of the Board of Trustees.

Notwithstanding anything to the contrary contained in this Deed, the Chairperson shall be empowered to modify the constitution of the Board of Trustees, including the designation of Vice-Chairperson, as set out in this Deed, from time to time, by executing a written instrument to this effect. To clarify, the Chairperson may, at his discretion, (i) add a person as Trustee; (ii) remove a Trustee; or (iii) replace any existing Trustee with another person as Trustee.

The Prime Minister's Office (PMO) shall provide such administrative and secretarial support to the Trustees for the management and administration of the Trust, as may be required by the Trustees including coordinating with the Advisory Board.

7. ADVISORY BOARD

- 7.1 The Board of Trustees may constitute an advisory board to advise the Board of Trustees (hereinafter referred to as the "Advisory Board").
- 7.2 The Advisory Board shall comprise not exceeding ten persons, who shall be selected by the Trustees from amongst persons who are medical practitioners, healthcare professionals, academicians, economists and lawyers.
- 7.3 The Advisory Board shall advise the Board of Trustees on such matters as may be referred to such Board by the Trustees.
- 7.4 The members of the Advisory Board shall act in a pro bono capacity.

8. POWERS OF THE TRUSTEES

- 8.1 For the furtherance of the Objects of the Trust and matters incidental or ancillary to the attainment thereof, the Trustees shall, in addition to, and without prejudice to the powers that may be available to them under applicable law, have the following powers which will be exercised by them in accordance with the provisions of this Deed, namely:
 - to conduct the affairs of the Trust in such manner as they consider appropriate, and make such arrangements in relation to the administration of the Trust as they deem fit;
 - (b) to devise a logo/emblem of the trust, to obtain all such registrations, (including any intellectual property rights registrations), approvals, statutory clearances, insurance, etc. under applicable law or otherwise as may be mandatory or desired for the efficient functioning of the Trust;
 - (c) to apply for such tax and other exemptions or benefits as the Trust may be entitled to under the law for the time being in force, or participate in such schemes as may be beneficial for the Trust and take all such steps and measures as may be required to ensure that the Trust is eligible for such exemptions, benefits or schemes;

To apply for and obtain all clearances under the Foreign Exchange Management Act or any other applicable law for accepting contributions from other countries.

to appoint one or more, or a body of constituted, attorneys, advisors, or agents and to delegate to such attorneys, advisors, or agents or body all or any of the powers vested in respect of the Trust which shall be exercised by such appointees as per the directions of and under the superintendence and control of the Board of Trustees, and from time to time suspend/remove such

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attorneys, advisors, or agents or body and to appoint such other person in place thereof.

- (f) to acquire, own, dispose of or transfer the Trust Property and to do all other acts incidental to and necessary for the objects of the Trust.
- (g) to set up, and run any institution or organisation in furtherance of, or for giving effect to, the Objects of the Trust.
- (h) to give aid by way of donations, gifts and contributions out of the Trust Income or otherwise to other charitable institutions, societies, organisations or trusts, which have been established or may be established with charitable objects similar to all or any of the Objects of the Trust;
- (i) to establish an office (including branch offices) of the Trust as the Trustees may from time to time decide;
- to formulate a scheme for carrying out any of the Objects of the Trust and for management of the Trust Property and to frame any scheme, rules and regulations from time to time to achieve the aims and Objects of the Trust;
- (k) to formulate and implement the administrative and governance structure for the smooth, proper and efficient functioning of the Trust, including setting up various tiers for administration or governance;
- (I) to seek expert advice or opinion, including legal advice, in respect of the affairs of the Trust and decisions of the Trustees and to bear and pay fees and expenses incurred in connection with the same;

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To authorise any person to file and defend all legal proceedings, including suits, appeals, applications, arbitrations, etc., and to declare sign and verify all plaints, written statements, memoranda of appeals, cross objections, applications, affidavits, etc. and to accept writ of summons, notices etc. and to appear before any Court, any tax authority, officer or Tribunal and before any Registrar or Sub-registrar of Assurances and to present and lodge any documents for registration and to admit execution thereof and to compound all actions, suits and other proceedings and all differences, disputes and demand and to refer any such differences, disputes or demands to arbitration and adjust, approve and settle all accounts relating to the Trust Property or any right (including intellectual property rights) therein and to execute all releases and discharges and to do any other things relating thereto; to determine, in case of doubt, whether any money or property shall for the purpose of the Trust be considered as capital or income and whether out of the income or capital any expenses or outgoings shall or ought to be paid or borne and such determination shall be binding and conclusive:

Provided that nothing herein contained shall be deemed to authorise the Trustees to spend the Trust Property for any purpose not authorised by this Deed;

- (n) to authorise the branding and promotion of the activities of the Trust, including for furtherance of its Objects or any other programmes or campaigns with which the Trust may be associated;
- (o) to open and maintain banking account in the name of the Trust at such bank as the Trustees may from time to time decide and may at any time pay or cause to be paid any sum forming part of the Trust Property to the credit of any such account, by way of fixed deposit or current account or savings account or any other account and such accounts shall be operated upon by such person as the Trustees may have decided by a resolution to that effect;
- (p) to open and operate different bank accounts for different sources of funds;
- (q) to open and maintain demat account in the name of the Trust;
- (r) to draw, make, accept, endorse, discount, execute, and issue bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments or securities;
- to allow any property forming part of the Trust Property or otherwise in the possession or occupation of the Trustees to be used occupied or enjoyed for the purpose of any scheme under this Trust or for any of the purposes of this Trustto earn income through any sources of activities that may be regarded as being profits and gains from a business or profession under the Income-tax Act, 1961 (43 of 1963) for the time being in force, provided that such income is within the limits prescribed by the said Act, applied or utilised towards the Objects of the Trust, provided such activityorsource is incidental to the attainment of the Objects of the Trust and separate books of accounts are maintained thereof in compliance with the relevant sections of the said Act;
- (t) to arrange for, propagate, and disseminate the initiatives of the Trust via radio, television, mobile devices or any other mode or medium of communication including the internet and also to bring out publications like news bulletin, magazine, daily newspapers, blogs and periodicals;

to organise, conduct, sponsor or support seminars, conventions, conferences, programmes, lectures, workshops, etc., either on its own or in collaboration with other persons or authorities, as may be deemed fit from time to time, in furtherance of the Objects.

(za) to organise, conduct, sponsor and support training programmes, workshops, seminars, conferences, exhibitions, exchange visits, study tours etc. for professional growth, for employees, officers or staff of the Trust and

of any organisations where such persons or organisations carry on or propose to carry on any activity which is also part of the Objects of the Trust;

(zb) to publish books of literary, academic and educative value which contribute to the Objects of the Trust;

(zc)to co-operate, collaborate, and carry on the Objects of the Trust with other public charitable trusts, public bodies, societies, charities, associations or institutions having similar objects or governmental authorities;

(zd)to charge fees and otherwise recoup themselves for the outlay and expenses incurred in running various activities carried on by the Trust during promotion of its Objects;

(ze) to enter into, on such terms and conditions as the Trustees may deem fit, all such contracts, agreements or arrangements through an officer duly authorized as the Trustees may deem fit or necessary in furtherance of and for the achievement of the Objects of the Trust;

(zf) to compromise and settle any claim by or against the Trust, whether pursuant to a legal proceeding or otherwise;

(zg) to establish, promote, provide, maintain, support, aid, conduct, subsidise or generally be associated with research laboratories and experimental workshops for research and experiment including in the field of medicine;

(zh) to undertake and carry on technical and scientific research, experiments and tests of any kind in furtherance of the Objects of the Trust by providing, subsidising, endowing or assisting laboratories, workshop, libraries, lectures, meetings and by providing or contributing to the remuneration of professors or teachers and by providing or contributing to the awards of scholarships, prizes, grants to students or otherwise;

(zi)to sponsor, encourage and promote individuals, companies, firms or any other body or association of persons involved in research and development for the creation and development of innovations, inventions and technological advances to mitigate human sufferings in situations of varied nature in furtherance of any of the Objects of the Trust (zs)to deposit any documents held by the Trustees relating to any property belonging to the Trust with any bank and pay any sum payable in respect of each deposit;

to do and perform all lawful acts and things as may be considered necessary, incidental or ancillary, to the attainment of all or any of the Objects of the Trust.

in circumstances when deemed necessary, the Trust may permit any other public charitable trust or institution having similar objectives to amalgamate or transfer, all or part of their assets to this trust.

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8.2 Notwithstanding anything to the contrary contained in this Deed, no power or discretion conferred on the Trustees shall be exercised except in furtherance of the Objects of the Trust.

9. INVESTMENTS

- 9.1 The Trustees shall be at liberty to invest the Trust Property, surplus funds of the Trust and any other moneys requiring investment in such securities, property, assets, and in bank deposits, as are in conformity with the provisions of applicable law and the Trustees shall also be at liberty to alter, vary or transfer the investments from time to time in such manner as they may think proper, in conformity with the provisions of applicable law without being responsible or accountable to any one for any loss or diminution arising therefrom.
- 9.2 It shall be lawful for the Trustees to accumulate the Trust Income (not otherwise paid or appropriated or applied or distributed in any Financial Year), at the end of the Financial Year, as may be permissible under any law for the time being in force, with a view to enable them to utilise the Trust Property including such accumulations for carrying out the Objects of the Trust in a better way.

10. MEETINGS OF THE TRUSTEES

- 10.1 Meetings of Trustees may be called at any time by the Chairperson, by giving not less than one day notice to the other Trustees and such notice shall set out the agenda and date and time for the meeting.
- 10.2 All meetings of the Trustees shall be held at such place and in such manner, as the Chairperson may from time to time decide, which may include videoconferencing where the Trustees to both see and hear each other.
- 10.3 The Board of Trustees shall meet from time to time and shall hold at least one meeting in a Financial Year.
- 10.4 The Chairperson shall preside over the meeting of the Trustees and exercise such powers as may be conferred upon him under this Deed and in the absence of the Chairperson, the Vice Chairperson shall preside at the meeting of the Trustees.
- Two Trustees present (either personally or through videoconferencing) at a meeting shall form quorum for any meeting.

If a quorum shall not have assembled within half an hour after the time appointed for any meeting the Chairperson or Vice Chairperson, as the case may be, shall adjourn the meeting to such other day, as he may decide. Save as otherwise provided in this Deed, all decisions at the meeting of the Trustees shall be taken by a majority of votes of the Trustees present and voting and in case of equality of votes, the Chairperson shall have a second or casting vote.

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

11. OFFICERS

The Trustees in furtherance of the objectives of the Trust, may appoint such office bearers as they may deem fit and such appointees shall be directly responsible and answerable to the Trustees who shall have the power to remove or replace them.

12. PROCEDURES AND PROTOCOLS

It shall be lawful for the Trustees from time-to-time to frame operating or governance protocols, policies (including an investment policy), rules and regulations and bye-laws for the management and administration of the Trust as they shall think fit and with powers to the Trustees to rescind and to alter all such operating or governance protocols, rules, regulations and bye-laws provided that such operating or governance protocols, rules, regulations bye-laws shall not be inconsistent with the Objects, terms, intents and purposes of this Trust.

13. DELEGATION

The Board of Trustees may, in accordance with the provisions of this Deed, delegate the management of the day-to-day affairs of the Trust to such administrative teams, boards, committees, agents or officers as it deems fit for the purposes.

14. RECORDS, ACCOUNTS AND AUDITS

14.1 The Trustees shall keep and maintain or cause to be kept and maintained all such documents, filings and records as are required to be kept and maintained by them: (i) in compliance with the applicable law; or (ii) in the interests of a proper and transparent administration of the Trust, including: (a) a minute book of their meetings or any committee meetings thereof and the minute book shall be deposited at the office of the Trustees who shall provide for the safe custody thereof; and (b) all governmental and regulatory registrations, approvals, consents and exemptions that may have been received by the Trust in connection with its activities.

The Trustees shall cause proper accounts to be kept of the Trust Property and all additions thereto and the income thereof respectively and the accumulations of such income and the application thereof from time to time.

The account books so signed by the Trustees shall be examined, audited and certified once in each Financial Year and the audited statements of account shall be signed in accordance with applicable law and shall be audited by one or more properly qualified independent auditor(s) who will be appointed by the Trustees.

15. TRUSTEES' RESPONSIBILITIES

- 15.1 The Trustees shall, in addition to and without prejudice to responsibilities under applicable law, be responsible for the following:
 - (a) fulfilling the Objects and purpose of the Trust;
 - (b) managing the Contribution process to ensure the proper application of the funds;
 - (c) preparing and submitting all filings, accounts and returns as required under applicable law.
- 15.2 The Trustees shall provide all reasonable assistance as may be required by the contributors to the Trust for availing any concessions, benefits and allowances as may be available to such contributors in the matters of taxation on account of their Contribution to the Trust.

16. LIMIT ON TRUSTEES' LIABILITY AND INDEMNITY

The Trustees for the time being of this Trust shall be respectively chargeable only for such Trust Property and income including money, stocks, funds, charges and securities as they shall respectively actually receive and entered in the books or registers after due compliance of procedures notwithstanding their respectively 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 the others or other of them nor for any bank, broker, auctioneer or agent or any other Person with whom or into whose hands any Trust Property may be deposited. The liability of the Trustees to third parties shall be limited to the assets of the Trust from time to time. The Trust shall indemnify each of the Trustees from and against any claims, costs, taxes and demands arising out of payments made by them or liabilities incurred by them to third parties or governmental authorities in the performance or discharge by them of their duties done in good faith and as per the provisions contained herein.

17. EXPENSES AND FEES

17.1 The Trustees may pay, reimburse and discharge out of the funds or money in their hands all expenses properly incurred in or about the execution of the trusts or the powers of this Trust.

18. POWER TO AMEND

18.1

The Chairperson shall have the power and authority to modify, add to or alter any of the terms of this Deed including the Objects of the Trust, subject to the applicable law.

19. DISSOLUTION

- 19.1 On the occurrence of any of the following events, the Board of Trustees may unanimously decide that the Trust be dissolved:
 - (a) failure of the Trust, for want of its Objects;
 - (b) the Objects of the Trust having become impossible to perform; or
 - (c) for compliance with applicable law.
- 19.2 If the Board of Trustees decide to dissolve the Trust, the Trustees shall identify one or more public charitable trusts or institutions with objects similar to the Objects of the Trust and transfer the entire Trust Property to such public charitable trust or institutions in such proportion and in such manner, as the Board of Trustees may determine and no part of the Trust Property shall be given to the Trustees or shall revert to the Settlor.

20. IRREVOCABLE NATURE OF TRUST

The trusts of this Trust shall be and remain irrevocable for all times.

21. GOVERNING LAW AND JURISDICTION

This Deed and the Trust shall be governed by the laws of India. The courts of competent jurisdiction in the national capital region of Delhi shall have exclusive jurisdiction to decide any question regarding the interpretation and construction of this Deed or administration of the trust and the related matters. **IN WITNESS WHEREOF** the Settlor has caused this Deed to be executed on the day, and year first hereinabove written.

कारे वह माही

Prime Minister



Reg. No.

Reg. Year

Book No.

163

2020-2021

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PRIME MINISTERS CITIZEN ASSISTANCE AND RELIEF IN EMERGENCY SITUATIONS FUND

THROUGH PRIME MINISTER

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BHASKAR KHULBE, RAJEEV TOPNO

Certificate (Section 60)

Registration No.163

in Book No.4 Vol No 1,685

on page 141 to 155 on this date

27/03/2020 7:11:12PM

and left thumb impressions has/have been taken in my presence.

day Friday

Sub Registrar

Sub Registrar VII

New Delhi/Delhi

Date 27/03/2020 19:12:15





SCHEDULE

I. DEFINITIONS

In this Deed of Trust, unless the context otherwise requires,-

- (a) "Board of Trustees" shall mean the Trustees of the Trust;
- (b) "Contribution" shall mean any voluntary contribution, donation, gift, subscription, and grant in cash or in kind made by a person based in India or outside but shall not include any immoveable property;
- (c) "Financial Year" shall mean the twelvemonth period ending on the 31 31st March of each year in accordance with the Income-tax Act, 1961(43 of 1961);
- (d) "Trust Corpus" shall mean-
- (i) the Initial Corpus;
- (ii) all monies or any other property paid or transferred or contributed by any person (whether by gift, bequest under a testamentary instrument or otherwise) to, or so as to be under the control of, and, in either case, accepted by the Trustees as additions to the Trust Corpus, from time to time;
- (iii) all accumulations (if any) of the Trust Income;
- (iv) any other money, or any other property acquired or held by the Trustees as a part of the Trust Corpus, from time to time; and
- (v) all accretions to the above;

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"Trust Income" shall mean the income of the Trust, including income derived from any asset, property or other income included in the Trust Corpus;

- (e) "Trust Property" shall include the Trust Corpus and the Trust Income;
- (f) "person" shall mean any natural person, company (including a company limited by shares or limited by guarantee or unlimited liability company), body corporate, corporation, governmental authority, joint venture, partnership (including limited liability partnerships), sole proprietorship, firm, association, unincorporated association, unincorporated organisation, private or public charitable trust, registered society or other entity, by whatever name called (whether or not having separate legal personality and whether or not resident in India);
- (h) "Trustee" shall mean the person holding the office of the Trust for the time being, in accordance with this Deed.