

TRUST DEED

Gaiatree Foundation

THIS INDENTURE OF TRUST executed on date:20th September 2010 BY **Bishnu Patar**, aged 30, son of Sri Pradyumna Patar residing at Vishwaneedam, Po: Turla, Dist: Balangir, Odisha (hereinafter referred to as the **SETTLOR** which term wherever the context so requires or admits shall mean and include his successors, executors, administrators and assigns of **ONE PART**

IN FAVOR OF

1. **Ananta Putel** aged -33, son of late Sri Chhinu Putel, residing at Vishwaneedam, Po: Turla, Dist: Balangir, Odisha.
2. **Anke Wohne**, aged 45; wife of Mike Wohne, residing at Zittau, DE, Germany
3. **Mike Wohne** aged 46, son of Gerhard Wohne, residing at Zittau, DE, Germany

(hereinafter referred to as '**THE TRUSTEES**' which expression wherever the context so requires or admits shall mean and include their successors, executors, administrators and assigns of the **SECOND PART**).

WHEREAS THE SETTLOR above named has been desirous of establishing **Integral School at Vishwaneedam** and of creating a spiritual, educational and a charitable Trust.

AND WHEREAS THE SETTLOR above named has settled a sum of Rs.5000/- (Rupees Five Thousand only) as a fund and the land metioned in the deed below.

AND WHEREAS THE SETTLOR above named has settled the assets and properties mentioned in the Schedule hereunder,

in favor of the **TRUSTEES** upon Trust with a view to give effect to his desire of creating and establishing a Trust for the purpose of establishing an Integral School in Vishwaneedam and the terms and conditions are more particularly set out hereunder.

AND WHEREAS THE TRUSTEES named are willing to accept the office of the Trustees for the purpose of carrying out the wishes (i.e. of establishing an **Integral Schools all over the world** and of creating a spiritual, educational and a charitable Trust) of the **SETTLOR** of the Trust under the provisions and directions set forth herein, so as to enable to pursue its vowed objects.

The Purpose of Trust is to operate according to the concept of Sri Aurobindo and The Mother on "Integral Education" and "Integral Yoga".

THIS INDENTURE WITNESSETH AS FOLLOWS:

- 1) The **SETTLOR** above named hereby establishes a School Trust by the name of "**Gaiatree Foundation**" for the purpose and upon the conditions set forth hereunder
- 2) The **TRUSTEES** named above shall be the **first trustees** and have given their consent to be appointed as the trustees and as taken thereof, they have set their hands to this instrument.

The **SETTLOR** hereby conveys, transfers and assigns to the **TRUSTEES** the above referred sum of Rs.5000/- (Rupees Five Thousand only) as a fund, as corpus to the **TRUST**, the receipt of which, the **TRUSTEES** do hereby admit and acknowledge.

- 3) The **SETTLOR** of the Trust hereby conveys, transfers, assigns to the **TRUSTEES** the assets and properties mentioned in the Schedule hereunder, the possession of which the Trustees hereby admit and acknowledge, to have and to hold the same in trust as corpus of the Trust, to be used by the Trustees to carry out and fulfill the objects of the Trust set forth herein, and the **SETTLOR** of the Trust hereby relinquishes for all time any claim to or interest in the said assets and properties or fund forming the subject matter of the Trust.
- 4) The office of the Trust for the time being shall be at Vishwaneedam, Po: Turla, Via: Khaprakhol, Dist: Balangir, Odisha, with the power given to the Trustees to shift the same to any other place in India upon the decision of the Board of Trustees.
- 5) The **TRUSTEES** do hereby agree that they shall hold and stand possessed of the said trust assets, properties and funds (which expression shall include all investments in cash or kind or in any nature whatsoever into and for which, the said property or a part or parts thereof may from time to time be converted, varied or exchanged) and/ or such investments as may be held by the **TRUSTEES** from time to time in relation to these presents together with all income, profits, additions and accretions thereof, upon trust for the object set out herein with and subject to the provisions and conditions hereinafter contained in these presents.

I. OBJECTS:

The objects of the Trust are:

1. To establish and run an Integral School near / at Vishwaneedam based on ideals of Sri Aurobindo and The Mother for the benefit of the public.
2. To promote, spread and impart all aspects of education based on the concept of Integral Education as envisaged by Sri Aurobindo and The Mother.

3. To construct and run schools, colleges, and educational institutions based on the ideals of Sri Aurobindo and The Mother for the benefit of the public.
4. To provide grants, scholarships, fellowships and other forms of financial assistance to the needy and deserving students for pursuing education, vocational training, skill development etc.
5. To grant financial assistance to any educational institution for granting scholarships, prizes, medals, awards for excellence in studies, sports and scientific research, distribution of books and note books for poor and or deserving students.
6. To provide necessary facilities or to contribute to educational and scientific research development in any place as the trust finds deemed fit.
7. To carry out any activities with the intention of service but not of any profit making.
8. To print , publish, purchase, sell, circulate, distribute or exhibit either free or for a price - books, periodicals, journals, booklets, bulletins, calendars, message-cards, other literature, films, documentaries, records, paintings and photographs which will assist or promote the objects of the Trust.
9. To purchase, sell or otherwise distribute materials and services in the furtherance of the objectives of the Trust.
10. To arrange and organize lectures, debates, discussions, study tours, conferences, or radio-talks for the advancement of the objects of the Trust.
11. To organize and run residential educational programme.
12. To establish Training Centre and allied educational institutions.
13. To organize and run schools under the affiliation and recognition of BSE, Odisha, CBSE, and / or other Central, State Board and non-governmental agencies within India.
14. Raise funds through donations and contributions to support all the above activities, and setting up appropriate management structure, including subsidiary units as necessary.
15. Create assets and transport facilities to accommodate any of the above activities.

II. BENEFICIARIES OF THE TRUST:

The Trust is established for the benefit for the humanity as al and the class of people mentioned above without discrimination of caste, religion, creed or sex.

III. PROPERTIES:

The Trust properties shall consist of

1. The amount Transferred by the **SETTLOR** as mentioned above, towards the Corpus Fund of the Trust.
2. The immovable properties and other assets transferred by **SETTLOR** as mentioned above.
3. Any cash or kind, properties, movable and immovable that may be acquired by purchase or otherwise or all manner of rights, title or interest in or over any property movable or immovable.
4. All additions and accretions to the Trust properties and the income there from.
5. All donations, gifts, legacies or grants, in cash or kind accepted by the **Trustees** upon Trust.

The properties of the Trust shall be utilized for the objects set forth herein above and subject to the provisions and conditions herein mentioned.

IV. BOARD OF TRUSTEES, THEIR TERM AND POWER TO CO-OPT:

- a. The Trust will be managed by a **Board of Trustees** consisting of not less than 3 trustees and not more than 11 trustees.
- b. The parties of the Second Part will be the First Trustees and they shall automatically form the Board of Trustees.
- c. The Trustees shall at each meeting appoint one of their members present to be the chairman of the meeting.
- d. The annual meeting of the Board shall be once of each year. The Board may also meet on requisition by any Trustee. All decisions of the Board shall be by simple majority unless otherwise provided.
- e. The trustees appointed shall hold office for a period of five years and are eligible for reappointment.
- f. Any trustee may if he/she do desires, resign his / her trusteeship even before the expiry of term of trusteeship and the resignation would be effective only from the date of acceptable of such resignation by the Board of Trustees.
- g. The office of a trustee will automatically becomes vacant on the occurring of any of the following events:
 - (1) Death of trustee
 - (2) bankruptcy of the trustee
 - (3) conviction of the trustee for a criminal offence under the Indian penal code.

The managing trustee shall sue and be sued on behalf of and against Gaiatree Foundation in case any legal action which may occur in future.

V. TERM OF OFFICE OF TRUSTEES:

- a. The term of office of First Trustees shall be for five years.
- b. The Board of Trustees shall have the power to increase the total number of Trustees upto the maximum number stated above and fix their term as per provisions contained herein.
- c. The Board of Trustees shall nominate a Managing Trustee at the beginning of every term.
- d. Ananta Putel shall be the **first Managing Trustee**.

- e. Any Trustee, including the Managing Trustee may retire from the Trusteeship hereof by giving two calendar months notice in writing of his or her intention to do so to the Board of Trustees and after the expiry of the period of notice; the Trustee giving the notice shall ipso facto cease to be a Trustee of these presents.
- f. Any vacancy caused by death of any one of the First Trustees, or any vacancy caused by the resignation of any of the Trustees, may be filled up by co-option by the Board of Trustees.

The Trustees who are **NOT** the First Trustees shall hold office for a period of one year from their date of appointment by the Trustees. At the end of this one year period, the Board of Trustees may reappoint them for subsequent term or appoint other persons as Trustees in such a manner that the total number of Trustees does not exceed the approved maximum number of Trustees.

The proceedings of the Board of Trustees shall not in any way be invalidated due to any post or posts remaining vacant. During the time when a vacancy is yet to be filled up, the remaining Trustees shall act as “**Full Board**”, subject to the presence of Quorum in the meetings. Any vacancy in the Board of Trustees or illegality in the appointment of Trustees or their proceedings shall not invalidate any prior act or decision of the Board.

VI. TRUST ADMINISTRATION AND POWER TO THE BOARD:

A. The **Board of Trustees** shall have power to:

1. To administer the Trust, its properties and affairs and do all the things which will fulfill the performance of the objects for which the Trust is established and for this purpose the Board can apply the whole or any part of the Trust property towards the payment of the expenses of the Trust.
2. To see that the income and the properties of the Trust is solely utilized towards the objects of the Trust and no portion of it is utilized for payment to the Settlor, or Trustees or their relatives by way of salary, allowances, profit, interest, dividend etc.
3. To open one or more bank accounts and operate the same or provide for operation of the said accounts by any two among them authorized on their behalf.
4. To invest the Trust funds in the manner not prohibited by any provisions of the Income Tax Act, 1961.
5. To buy, sell, mortgage, grant, lease, hire or otherwise alienate all or any of the properties of the Trust in its discretion for adequate consideration, so however any sale or alienation of immovable properties of the trust can be done only after obtaining the prior approval of the Commissioner of Income Tax.
6. To execute power of attorney or powers of attorney to any person for the purpose of executing, administering or managing the whole or any part of the Trust for the purpose of all or some among the objects of the Trust.
7. To borrow money with or without security and to repay the same.

8. To receive, collect and enforce recovery of all monies due or payable to the Trust and grant receipts and discharges therefore.
9. To settle, compromise or compound any disputes or refer the same to arbitration or litigation.
10. To receive voluntary contributions from any person or persons, any organization, association, trust and NGO from India or outside, after complying with the statutory formalities, by way of donation, gifts or in any other manner and to hold the same upon Trust for the objects set forth herein.
11. To appoint, suspend, dismiss or otherwise deal with the staff required for the administration of the Trust, to frame rules relating to their salaries and other benefits and generally to exercise all powers ancillary and incidental to effectively carry out the objects of the Trust.
12. The Board shall have power to make and rescind rules and regulations for the management and administration of the Trust.
13. No Trustee shall commit any act or breach of Trust of the Trust fund or property or cause any loss to the Trust property or commit fraud in the administration of the Trust fund / property.
14. The Trustees shall hold honorary office and shall not be entitled to any Salary, allowances or perquisites, except for the reimbursement of actual expenses incurred in connection with attending to the Trust matters.
15. The Board of Trustees will follow the instructions given by any donor who makes substantial contribution towards furtherance of the objects of the Trust, so long as such instructions are not detrimental to the attainment of the objects of the Trust and are in conformity with the provisions of the Income-tax Act, 1961.
16. The Trustees shall select from among themselves Vice-President, Secretary and Treasurer. No Trustee include the Managing Trustee shall hold more than one post of above offices at the same time. The persons holding these offices of Vice President, Secretary and Treasurer shall be under the administrative guidance and supervision of the Board of Trustees and will report through the Managing Trustee.
17. The Trust can form a **School Executive Body (SEB)** with members from out side of trustees shall be for a period of three year from their date of formation of the council and they may be reelected for further terms. The purpose of the SEB is to manage, run and administer the School established by the Trust.
 - a. School Executive Body (SEB):-The SEB is charged with managing the Integral School of the Trust at Vishwaneedam. The SEB can decide the operating procedure and rules and regulation for itself and they can set target for themselves and distribute the responsibilities among themselves to carry out the work of the Trust but they have to inform the same to the Trust in writing.

b. Membership of SEB:-Every person inspired by the system of Integral Education as envisaged by the Mother and Sri Aurobindo or who is willing to be engaged in or who may help in furtherance of or contribute to attaining the aims/objects of the Trust may be invited by the Trust to become a member of SEB. SEB members are selected for their commitment to the School as well as the skills they can bring to the tasks of the SEB. Members of the SEB are volunteers and do not receive for their work on the SEB.

18. The Trust may appoint sub-group(s) for specific tasks, with co-opted members. Currently this includes Building and Land Development group etc. Such group may keep its own financial records within existing framework and must report regularly to the Board of Trustees.

B. ROLES AND RESPONSIBILITIES AND POWERS:

The Roles, Responsibilities and Powers of all these office bearers are defined below. In addition to these, the Board of Trustee may grant additional roles, responsibilities and powers to any of the Trustees as and when required.

a) MANAGING TRUSTEE:

In addition to discharging normal duties of a trustee, the Managing Trustee will be authorized to sign all documents, including bank documents, acknowledgements for the contributions received, and agreements with individuals, government institutions and other organizations on behalf of the Board of Trustees upon the decision of the Board for each and every case. Any document signed unilaterally by the Managing Trustee will stand null and void.

The Managing Trustee is authorized to sign along with the Treasurer bank cheques, deposit release vouchers etc.

The Managing Trustee alongwith the Board of trustees is responsible for ensuring that the Trust pursues its objects and for maintaining the dignity of the Trust organization and shall use his/her influence to promote the activities of the Trust.

b) VICE PRESIDENT:

The Vice President shall discharge the duties of the Managing Trustee, in the absence of the Managing Trustee of the Trust and shall have the power and authority delegated and assigned to him/her by the Managing Trustee.

c) SECRETARY:

The Secretary shall maintain the records of the organization prepare and circulate agenda and minutes of Board of Trustees meeting.

The Secretary shall be also responsible for the day to day administration activities of the Trust. The Secretary shall deal with correspondence received by the Trust, send replies in consultation with the Managing Trustee, Vice President and/or the Treasurer where necessary. He/she is responsible for the safe custody of all the assets and records of the Trust. The Secretary shall represent the Trust in all legal

matters, sign the papers related to legal cases, attend to courts or represent the Trust in Government offices.

d) TREASURER:

The Treasurer will prepare Annual Budget, monthly and yearly expenditure statements get the expenditure audited by auditor duly appointed by the Board of Trustees and place them before the Board of Trustees for approval. The Treasurer is responsible to maintain cash book and prepare vouchers for the payments made, receive contributions, sign acknowledgements for the amounts or articles received by the Trust and prepare monthly and yearly statements of revenue and expenditure, as well as, the register of assets of the Trust and place them before the Board of Trustees for their approval.

The Treasurer is authorized to sign bank cheques, application for drafts and payment instructions jointly with the Managing Trustee and draw money from the bank, upto the limits defined by the Board of Trustees in their meetings. The Treasurer is responsible for safe custody of cash, bonds, securities etc. of the Trust.

VII. MEETING OF THE BOARD OF TRUSTEES:

The Board of Trustees should meet **at least once in every calendar year** and may meet more often when required.

- 1) The meeting of Board of Trustees shall be convened by the Managing Trustee. In his absence, the Managing Trustee may authorize to any other Trust member to convene such meetings. Any member of the Board of the Trustees can call for a meeting.
- 2) One half of the Board of Trustees or a minimum of three trustees, whichever is higher, shall constitute the QUORUM for the Board of Trustees meetings.
- 3) All decisions shall be carried out by the majority decision of the Board but in the event of equality of votes, the Chairman presiding over the meeting shall have a casting vote.
- 4) Any resolution in writing signed by all the Trustees by circulation shall have equal force as though it has been passed at a meeting of the Board of Trustees.
- 5) The meeting of the Board shall be convened after giving at least a week's notice unless all the Trustees agree to accept a shorter notice.
- 6) The Board of Trustees may invite other persons interested in the objects and functioning of the Trust to attend the meetings of the Board, but they shall not be entitled vote in the meetings of the Board.

VIII. BANK ACCOUNT:

- 1) The Managing Trustee and the Treasurer shall jointly operate Bank Accounts on behalf of the Trust. In their absence, any of the Trustees may be authorized by the Board of Trustees, by a resolution, to operate the bank accounts. One or

more Bank Accounts may be opened in any Bank and or Banks in the name of the Trust any where in carry out the objectives of the Trust.

- 2) The Managing Trustee and the Treasurer may open Sub-Bank Account with its main bank account. The trust may allow two members from **School Executive Body (SEB)** to operate the sub bank account on behalf of Trust for daily work of the school. For that a resolution copy of trust or a letter from Managing Trustee and a resolution from SEB members are needed.

IX. INVESTMENT OF TRUST FUNDS:

- 1) The Board of Trustees shall have the power to invest the funds, assets and properties of the Trust at their discretion in accordance with the provisions of the Income Tax Act, 1961.
- 2) The Board shall also determine from time to time, the amount it shall spend on the various activities of the Trust.
- 3) The receipt of the trustees for any moneys, stocks, funds, shares securities, or investments paid, delivered or transferred to them in execution of the trust of powers thereof, effectually release and discharge the person or persons, delivering or transferring the same, and from seeing or from being bound to see to the application or being answerable for any loss or misapplication thereof.
- 4) The trustees shall be respectively chargeable only for such moneys, stocks, shares, funds and securities as they shall actually receive notwithstanding their respectively signing a receipt jointly with others for the sake of conformity and shall be answerable and accountable for their own accounts receipts, neglects, and defaults respectively and shall not be answerable either one for the other or others of them or for any banker, broker or the person with whom or into whose hands any trust money or securities may come or be deposited or for the insufficiency or deficiency of any stocks, funds or other securities or for any other loss unless the same shall happen through their willful default or negligence.

X. ACCOUNTS AND AUDIT:

- 1) The financial year of the Trust shall be from beginning and end of academic session of the school of the following year, unless otherwise decided by the Board of Trustees.
- 2) The Board of Trustees shall maintain true and correct accounts of the Trust.
- 3) 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 the course of the management of trust properties or in relation to carrying out the objects and purposes of the trust as well as of all the assets, liabilities, credits and effects of the trust properties.
- 4) The accounts of the Trust shall be annually audited by a Chartered Accountant appointed by the Board of Trustees and the audited statement of account shall be placed before the Board for its approval within three months of the close of the financial year.

XI. AMENDMENTS:

- 1) While this Trust shall be irrevocable, the Board of Trustees may amend any of the clauses except those relating to objects of the Trust. The First Trustees, at a duly convened meeting of the Board with at least 2 weeks' notice, and by a resolution passed by at least three-fourths majority of the Board of Trustees. The amendments to the Trust Deed can only be passed by a resolution of the Board of Trustees in an actual meeting and not by circulation.
- 2) If any alteration or amendment is necessary, the same shall be affected through supplementary deed/deeds with the previous approval of the Commissioner of Income Tax and these shall be read together with the main Trust deed.

XII. INDEMNITY:

The Board of Trustees shall be indemnified for any act done by them in good faith in the course of the administration of the Trust.

XIII. RELATIVES OF THE SETTLOR AND THE TRUSTEES:

Notwithstanding the powers vested with the Trustees under the preceding clause, no part of the income of the Trust shall benefit directly or indirectly the trustees and no part of the income of the property of the Trust shall be used or applied directly or indirectly for the benefit of:

- (a) **SETTLOR, Managing Trustee, Trustees** or any person who makes a substantial contribution to the Trust or of any relative of the **SETTLOR, Managing Trustee, Trustees** or the person who makes a substantial contribution.
- (b) Any “**related concern**” in which any of the above persons has substantial interest.
- (c) For the purpose of this clause, the word “**relative**” and the phrases “**related concern**”, “**substantial interest**” and “**substantial contribution**” shall have the meanings assigned to them in the Income Tax Act, 1961.

XIV. APPLICABILITY OF TRUST ACT:

The provisions of the Indian Trust Act 1882 shall apply to all matters not specifically mentioned in these presents.

XV. APPLICATION OF INCOME TAX ACT:

All clauses herein are intended to secure exemption from Income Tax on the income of contributions and donations to the Trust and any clause or portion of this Deed of Trust which is inconsistent with or repugnant to the sections of the Income Tax Act, 1961 as amended, substituted or modified from time to time, shall be deemed to be deleted or modified with effect from the date on which the sections to which the clause or part of a clause is repugnant or inconsistent comes into force.

XVI. THIS TRUST IS DECLARED IRREVOCABLE.

XVII. DISSOLUTION:

In the event of dissolution of the Trust, the entire Trust funds shall be realized and first be used for payment of liabilities of the Trust. The assets left if any, shall be disbursed to Vishwaneedam or the New Life Education Trust, Bhubaneswar, Orissa after obtaining approval from the Commissioner of Income Tax and in no event it shall be distributed in any manner, to any of the Board of Trustees or their relatives or related concerns or to the settlor.

SCHEDULE

At present, the Trust has no property or assets, either movable or immovable, other than the Trust Fund and the immovable properties, donated by the SETTLOR, as described in the Schedule below:

- 1. Cash contribution to the Corpus Fund of the Trust of Rs. 5000 (Rupees Five Thousand only).**

THE SETTLOR is hereby authorized the Gaiatree Foundation to use his land Plot No: 982B and 999A Holding No: 72 measuring the area of Ac 4.84 and existing building and facilities at Turla Village, Khaprakhol Tahasil to run the school and do the social and spiritual development work as long as foundation wants. The Foundation also authorized to construct building and develop the land for the above mentioned works.

IN WITNESS WHEREOF THE SETTLOR AND THE FIRST TRUSTEES here to have set their hands on the day, month, and year first above written.

SIGNATURE OF SETTLORS

Signature: -----

Name: Bishnu Patar

Address: At: Vishwaneedam. Po: Turla, Dist: Balangir, Odisha,767028

SIGNATURE OF FIRST TRUSTEES

1. Signature: -----

Name: Ananta Putel

Address: at Vishwaneedam,
Po. Turla via. Khaprakhol

2. Signature: -----

Name: Anke Wohne

Address: Keimann- Street 26
02763 Zittau

Distr. Balangier/ Odisha
767028

Germany

3. Signature: -----

Name: Mike Wohne
Address: Keimann - street 26
02763 Zittau
Germany

Witnesses:

1. Signature: -----

Name: Bablu Meher, S/o Tikeswar Meher
Address: At/Po: Turla, Via, Khaprakhol, Dist: Balangir, Odisha, 767028

2. Signature: -----

Name: Ashish Kumar Chandan, S/o Udayanath Chandan
Address: At/Po: Patnagarh, Aurovilla (Brahamapura), Dist: Balangir, Odisha, 767025