

**Government of National Capital Territory of Delhi**

**territory of Delhi**

## e-Stamp

Certificate No.	: IN-DL51983943142953T
Certificate Issued Date	: 18-Nov-2021 03:31 PM
Account Reference	: IMPACC (IV)/ dl831503/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL DL83150397178419372305T
Purchased by	: NLU DELHI ALUMNI ASSOCIATION
Description of Document	: Article 64 Trust
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: NLU DELHI ALUMNI ASSOCIATION
Second Party	: Not Applicable
Stamp Duty Paid By	: NLU DELHI ALUMNI ASSOCIATION
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



**E-STAMP PAPER  
LOCKED.**

please write as true below this line

**DELHI ALUMNI ASSOCIATION NLU DELHI ALUMNI ASSOCIATION NLU DELHI ALUMNI ASSOCIATION NLU DELHI ALUMNI ASSOCIATION NLU DELHI**



**-: 2 :-**

**TRUST DEED**

**(Constituting the NLU Delhi Alumni Association)**

This Trust Deed constituting the National Law University Delhi Alumni Association (hereinafter referred to as the NLU Delhi Alumni Association) is made on \_\_ day of November 2021 at New Delhi (hereinafter referred to as the Trust Deed)

By,

1. **SHRI ADITYA SHARMA**

2. **SHREYA RASTOGI**

3. **SHRI NIPUN SAXENA**

Contd...3/p

Deed Related Detail

Deed Name TRUST		TRUST (MOVABLE)	
<b>Land Detail</b>			
Tehsil/Sub		Building Type	
Village/City			
Place (Segment)	Others		
Property Type	Others		
Property Address	House No.: National Law School of Delhi, Road No.: , Others		
Area of Property	0.00	0.00	0.00
<b>Money Related Detail</b>			
Consideration Value	10,000.00 Rupees	Stamp Duty Paid 500.00 Rupees	
Value of Registration		Pasting Fee 100.00 Rupees	
Transfer Duty	0 Rupees	Government Duty 500 Rupees	

This document of TRUST

TRUST (MOVABLE)

Presented by: Sh/Smt.

S/o, W/o

R/o

NLU Delhi Alumni Association Through its  
Settlor A  
Shreya Rastogi  
Nipun Saxena

in the office of the S. 30/11/2021 11:52:26AM Tuesday between the hours of

Signature of Presenter

Execution admitted by the said Shri / Ms.

NLU Delhi Alumni Association Through its Settlor Aditya Sharma, Shreya Rastogi, Nipun Saxena

and Shri / Ms.

NA

Who is/are identified by Shri/Smt/Km. Prem Chand S/o W/o Jagdish Chander R/o 2/60 Kakrola Road New roshan Garden Najafgarh ND  
and Shri/Smt./Km Akash S/o W/o D/o Mahinder Singh Verma R/o RZ-1194 Gali No 5/ ND  
(Marginal Witness). Witness No. II is known to me.

Contents of the document explained to the parties who understand the conditions and admit them as correct  
Certified that the left (or Right, as the case may be) hand thumb impression of the executant has been affixed in my presence

Registrar/Sub Registrar  
SR IIB Janakpuri  
Delhi/New Delhi

Registrar/Sub Registrar  
SR IIB Janakpuri  
Delhi/New Delhi

Date 30/11/2021 12:07:05



2183201501457

## E-STAMP CERTIFICATE NO.IN-DL51983943142953T

-: 3 :-

being members of the Interim Committee to review, examine and make operational the NLU Delhi Alumni Association, and hereinafter referred to as the "Settlors" of the ONE PART;

**AND**

The first initial and interim Governing Board member specified in Article 6 herein below (hereinafter referred to as the "Governing Board" which expression shall, unless excluded by or repugnant to the context, be deemed to include successors in interest and assigns) of the OTHER PART.

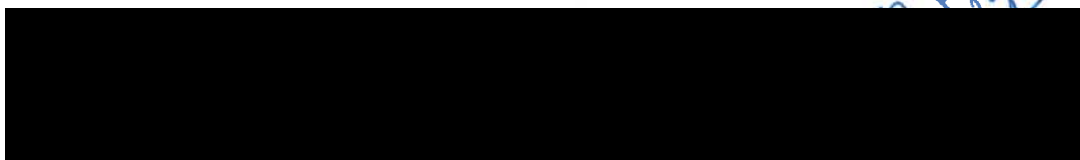
**WHEREAS** THE various alumni of National Law University, Delhi has been desirous of establishing NLU Delhi Alumni Association and, accordingly, constituted an Interim Committee to administer, review, examine, and initiate the NLU Delhi Alumni Association.

**AND WHEREAS** the Interim Committee has determined be established as Settlers of this Trust for undertaking and adhering to the objects of the Trust as detailed in Article 3.

**AND WHEREAS** the Governing Board would supervise and oversee the Trust and coordinate to enable the various Alumni of NLU Delhi in India and abroad to network and integrate with each other and further the objects of the Trust.

**AND WHEREAS** the objects and activities of the Trust shall be discharged by the Governing Board as detailed herein in the Trust Deed.

**NOW ACCORDINGLY, THIS TRUST DEED HEREBY WITNESSES AS FOLLOWS:**



Contd...4/p



**ARTICLE 1: DEFINITIONS AND INTERPRETATION**

- A. In this Trust Deed, unless the context otherwise requires:
- a. 'Act' means The Indian Trusts Act, 1882, as amended from time to time and applicable to National Capital Territory of Delhi.
  - b. 'Association' means the National Law University Delhi Alumni Association.
  - c. 'Contributors' means persons making ex-gratia contributions to the Trust in money or in kind or in any other manner, as agreed and accepted by the Governing Board, and whose name and other details of such contributions are entered in the Register of Contributors maintained by the Trust.
  - d. 'Financial Year' means the financial year of the Association from 1st April to 31st March of the following year.
  - e. 'Person' means any individual, partnership, joint venture, firm, corporation, company, association, trust or other enterprise (whether incorporated in India or outside), Government (Central, State or otherwise), department, authority, organization (national or international), agency or authority.
  - f. 'Registers' shall mean the registers to be maintained by the Governing Board including the Register of Members, Register of Contributions as more particularly set forth in Article 10.





**E-STAMP CERTIFICATE NO.IN-DL51983943142953T**

-: 5 :-

- g. 'Trust' means the trust established hereby and having the name 'NLU Delhi Alumni Association'.
  - h. 'Trust Fund' shall mean the initial contribution as detailed in Article 4, the joining contribution/membership Fees received from various categories of Members from time to time as determined by the Governing Board, the funds received from Contributors from time to time as accepted and agreed by the Governing Board, together with all additions or accretions thereto.
  - i. 'University' or 'NLU Delhi' means the National Law University, Delhi of Sector 14, Dwarka, New Delhi 110078.
- B. Headings and bold typed are only for convenience and shall be ignored for the purposes of interpretation of this Trust Deed.
- C. Under this Trust Deed, unless the context otherwise requires, the annexures and schedules (if any) form part of this Trust Deed and shall have the same force and effect as if expressly set out in the body of the Trust Deed, and any reference to this Trust Deed shall include any annexures and schedules to it.

Contd...6/p





-: 6 :-

**ARTICLE 2: CONSTITUTION OF THE TRUST**

**A. CREATION OF THE TRUST**

AND WHEREAS THE SETTLOR above named has settled a sum of Rs.10,000/- as a fund hereunder, in favor of the Governing Board towards the initial corpus of Trust ("Initial Contribution") with a view to give effect to its desire of creating and establishing a Trust for the purpose as detailed herein and the terms and conditions more particularly set out hereunder.

**B. ACCEPTANCE**

The Governing Board hereby confirms that it shall hold, and stand possessed of the Initial Contribution together with all further contributions as may be made from time to time to the Trust Fund.

**C. OPERATION OF THE TRUST**

- i. The name of the Trust shall be NLU Delhi Alumni Association (hereinafter referred to as the 'Trust').
- ii. Address: The Trust shall function through its registered office located at National Law University, Delhi, Sector-14, Dwarka, New Delhi 110078. The Governing Board, may, establish other offices at other places in India from time to time.



-: 7 :-

**D. TENURE OF THE TRUST**

- i. Subject to the terms of this Trust Deed and applicable laws, the term of the Trust Deed shall be perpetual.
- ii. The Trust so created herein shall be irrevocable unless in the event the Governing Board is of the opinion that there has arisen a situation where the tenure/irrevocable nature requires reconsideration after due deliberation and voting by not less than two-thirds of the members of the Governing Board present and voting at a valid meeting of the Governing Board.
- iii. The Settlers hereby declare that they have relinquished, disclaimed, surrendered and determined and they hereby also release, relinquish, disclaim, surrender and determine all rights or powers if any which they have or which may have been reserved to them or which may be regarded as having been reserved to them either by this Deed or otherwise howsoever in any of the properties of the Association hereby settled.

**ARTICLE 3: AIMS AND OBJECTS OF THE TRUST**

A. The aim and objects for which the Trust is established are as under:

- i. to promote the interest of legal education, legal profession, delivery of justice and contribute to law and policy reforms;
- ii. to promote diversity and inclusion in legal education and legal profession;



- iii. to promote networking between the members of NLU Delhi Alumni Association and foster their interaction with the National Law University Delhi to help them effectively contribute to the affairs of the University;
- iv. to strengthen relationships of the members of NLU Delhi Alumni Association with the students, faculty and non-teaching staff of the University for mutual support and benefit;
- v. to organise, support and facilitate alumni participation in seminars, conferences and other events organised by the University;
- vi. to organise alumni conferences, meetings and reunions and enable the exchange of knowledge, and resources for optimising mutual benefit of the members of NLU Delhi Alumni Association;
- vii. to institute prizes and scholarships with the aim to encourage all-round excellence amongst the students of the University;
- viii. to provide financial aid for deserving and meritorious students of the University;
- ix. to provide financial aid, or any other support permissible according to the rules of the Trust, for the members of the Alumni, in need;
- x. to do any other acts, deeds and things that may be necessary, conducive or incidental to furtherance of the aforesaid objectives; and
- xi. to bring out a periodical newsletter highlighting the activities of the University and its alumni and bring out a periodical journal.





-: 9 :-

- B. For the purpose of carrying out the aforesaid objectives, the Governing Board may enter into all necessary contracts, incidental or conducive to the fulfilment of the aforesaid objects, provided that the income and profits derived from these shall be utilised for the objects and in the manner provided in this Trust Deed.
- C. The Governing Board, may, from time to time, amend the Aims and Objects of the Trust or otherwise provide for specific rules and regulations pursuant to the Aims and Objects for an effective functioning of the NLU Delhi Alumni Association, provided that any such amendment, rules or regulations shall be solely made in the interest and betterment of the Association and its members.

**ARTICLE 4: TRUST FUND**

- A. The management and operation of the Trust Fund shall vest in the Governing Board and the Governing Board shall hold the same upon trust and be used only in accordance with the Objects and Aims of the Trust and for the betterment of the Association and its Members.
- B. The running of the Trust Fund, its use and operations, disbursements etc. shall be on the recommendations and approvals of the majority members of the Governing Board.
- C. All documents, investments and assets comprised in the Trust Fund shall be entered into in the name of the Trust by the Governing Board.



-: 10 :-

- D. All expenses chargeable to the Trust Fund shall be decided and agreed upon by the Governing Board in advance. That reasonably incurred expenses may be considered by the Governing Board at the time of charging a particular expense to the Trust Fund. The Governing Board is at discretion to adopt a procedure and frame rules and regulations in respect of the same.
- E. All contributions to the Trust from the respective contributors, Members, etc. shall be deemed to be irrevocable contributions.
- F. The Governing Board shall have power to create Trust Fund and regulate it as follows:
- i. Funds and monies of NLU Delhi Alumni Association shall consist of monies deposited by members towards the Association, donations and any other monies received by the Association.
  - ii. All funds and monies of the Association shall be maintained in a bank account, under the control of the Governing Board. The Governing Board, may in its discretion, appoint such person(s) to manage and operate the same.
  - iii. The Governing Board may utilise the Trust Fund in such a manner as deemed appropriate and endeavour to increase the Trust Fund by adopting various such measures as permissible under applicable laws and the income raised from such funds shall be used in carrying out the objects of the Trust only.



**ARTICLE 5: MEMBERS OF THE TRUST**

**A. Categories of Members:** The Trust shall have the following three categories of members:

- i. Regular Members;
- ii. Associate Members; and
- iii. Honorary Members.

**B. Eligibility of Regular Members:** Alumnus of NLU Delhi holding the qualification of BA LLB (Hons), or LLM, or PHD degrees awarded by NLU Delhi from time to time, and who has duly paid to the Trust the joining contribution, as prescribed by the Trust/Governing Board from time to time, and has also paid the annual membership contribution, as prescribed by the Trust/Governing Board from time to time, and whose name shall be entered in the Register of Members maintained by the Trust, are eligible to become Regular Members.

**C. Eligibility of Associate Members:** Students who have undertaken any diploma courses from NLU Delhi or students on exchange programmes or any further category of individuals as may be decided by the Governing Board acting in its sole discretion are eligible to become Associate Members upon payment of the relevant membership fee as prescribed by the Trust/Governing Board from time to time. Furthermore, the Trust, on the recommendation of the Governing Board may make any faculty member, who has served the University for at least five (5) years, an associate member of the Association, after receiving the relevant membership

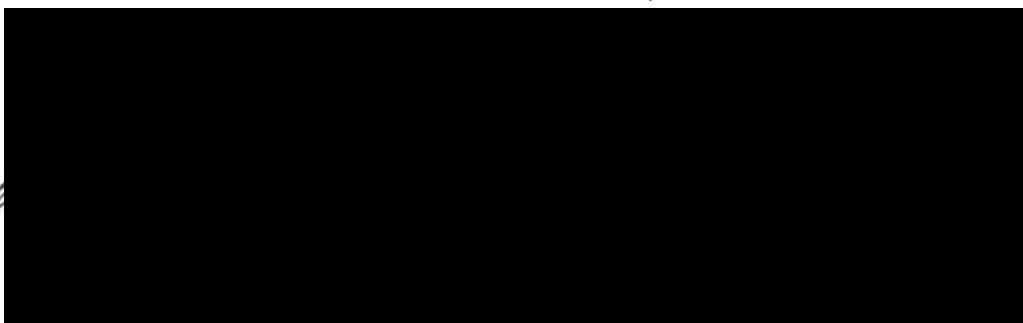


**D. Eligibility of Honorary Members:** Eminent personalities honoured by the University can be made honorary members of the Trust, in addition, the Trust can also confer honorary membership to persons of eminence, if recommended by the Governing Board and who have not received any degree from the University but have contributed immensely or have shown keen interest in the development of the University or the Trust.

**E. Membership Fees:** The Fees and other annual/lifetime charges shall be determined by the Governing Board. Students who get enrolled from (and including) Year 2021 at NLU Delhi shall be the member of the Trust by default. Such students are not required to pay registration fees as the same is being collected at the time of admission to the University. Students, who had been admitted to the University prior to Year 2021, shall have to pay admission fees.

The Governing Board may at its discretion frame appropriate rules and regulations in this regard, including but not limited to, manner and modus-operandi of maintaining the list of members, procedure to become a member, procedure to collect various fees and charges, etc.

**F. Termination of Membership:** The membership of a member shall stand terminated in following cases:







-: 13 :-

- a. Resignation of the member.
- b. Conviction for a criminal offence.
- c. Indulging in activity contrary to the interest of the University and/or the Trust.
- d. Commission of breach of Rules framed by the Trust.
- e. Death of a member.

The decision of Governing Board shall be final and shall not be open to challenge, such decision shall be abided by all.

**G. Right and duties of the Members:**

- i. The Regular Members, Associate Members and Honorary Members shall be entitled to attend the General meetings of the Trust and shall be entitled to take part in discussion of the points taken up on agenda. However, it is the Regular Members only who shall be entitled to vote. The Associate Members and Honorary Members shall not be entitled to vote under any circumstance whatsoever.
- ii. That the Regular Members shall be entitled to contest election and hold any post in the Governing Board. Associate and Honorary Members shall not be entitled to contest the election and hold any post in the Governing Board. However, the Governing Board may take assistance of such Members on a particular issue as may deemed fit from time to time and the Governing Board is at discretion to frame respective rules/law down a procedure in this regard.

Contd...14/p



-: 14 :-

- iii. The member shall not be entitled to refund of any fees in case he/she resigns, or that, his/her membership is terminated for any of the reasons herein above mentioned.
- iv. The accounts and other books shall be maintained in the office of the Trust. All the members shall be entitled to inspect the same with the prior written permission of the Governing Board.

**H. Discretion:** The Governing Board may at its discretion frame appropriate rules and prescribe requisite forms to facilitate the admission and induction of members of the Trust.

**ARTICLE 6: GOVERNING BOARD**

- A. The Trust Fund shall vest in the Governing Board, who shall constitute the Trustees of the Trust, and the Governing Board shall be vested with the general superintendence, direction and management of the Trust, subject to the provisions of the Trust.
- B. There shall be constituted a Governing Board ("**Governing Board**") of the Trust, which shall have a minimum of 5 Members and a maximum of 15 Members, for such purposes as are described under the Trust Deed.



-: 15 :-

C. The Vice Chancellor of NLU Delhi, may invite any person from NLU Delhi, itself for being an invitee to the Governing Board (and not as a member of the Governing Board) inter alia to coordinate between the Trust and its Governing Board and the University to ensure smooth coordination between the University and the NLU Delhi Alumni Association and work on areas of mutual interest and collaboration.

D. The Interim Committee has approved of the induction of the following as members of the Governing Board:

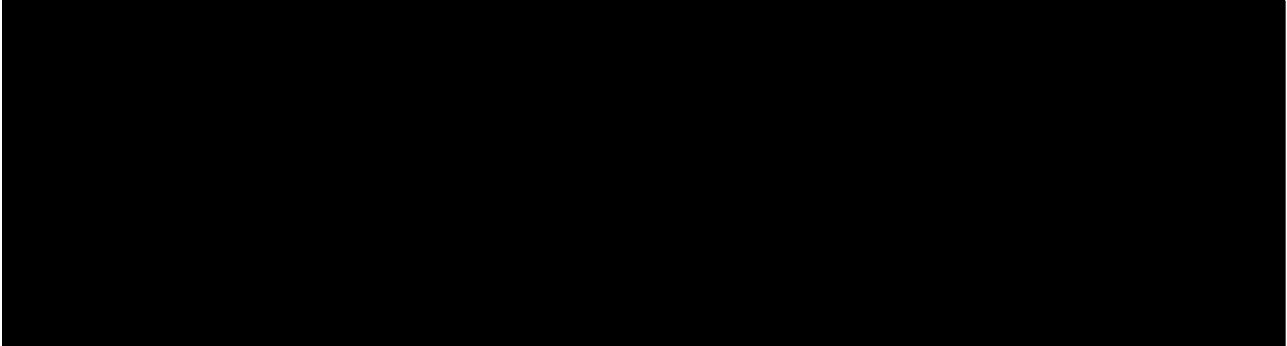
1. Aashika Jain
2. Chinmay Kanojia
3. Devdutta Mukhopadhyay
4. Kaushik Thanugonda
5. Kirobi Biswas
6. Marilyn Jonna Khaka
7. Nooreen Sarna
8. Rishika Srivastava
9. Saumya Sharma

and who have given their consent to become members of the Governing Board



## **E-STAMP CERTIFICATE NO.IN-DL51983943142953T**

-: 16 :-

- E. The initial and interim members of the Governing Board shall hold office until the earlier of (a) 12 months from the date of execution of the Trust Deed OR (b) upon election of members to the Governing Board. Such terms shall only be extended in a case where the elections are delayed beyond the control of the Governing Board and is unanimously agreed by the Governing Board to further extend the term which shall be no later than 6 months.
- F. The initial and interim Governing Board shall promote the enrolment of the Regular Members and/or Associate/honorary Members (including by soliciting or signing responsibilities for batch-wise representatives or regional or city-wise representatives or representatives from law firms or law offices or other offices or representatives from various courses, degrees, or diploma holders from NLU Delhi or any other mode of promoting enrolment of Members). The initial and interim Governing Board may adopt all such measures as may be necessary to ensure a complete Register of Members/ Register of Contributions and any other database that may be required.
- G. Nothing shall prevent the initial and interim members of the Governing Board from standing for the elections.
- 





-: 17 :-

H. The initial and interim Governing Board may frame appropriate rules and law down procedures/ adopt measures to ensure that enrolment of Members and subsequent First Elections receive visibility across the various Alumni in India and abroad. The Governing Board may also adopt suitable measures in this regard, including but not limited to, having a fully operational and a separate dedicate Alumni social media page for this with regular updates in this regard.

**ARTICLE 7: TERM OF THE GOVERNING BOARD**

**A. Term:** The members of the Governing Board shall hold office for term of 3years from the date of election.

**B. Eligibility:**

- i. Only an Ordinary Member who (i) has been a Member for more than 12 months, (ii) is of high integrity, and (iii) is able and willing to spare time to fulfil the duties arising under or in connection with this Trust Deed, shall be eligible to become a member of the Governing Board. It is clarified that requirement (i) above shall not be applicable to the first election to the Governing Board.

Contd...18/p



-: 18 :-

- ii. Existing Governing Board members shall not be eligible to stand for consecutive re-election if they have served 2 prior consecutive terms as a Governing Board Member. It is clarified that term served by the initial and interim members of the Governing Board shall be excluded for the computation of the said consecutive terms.

**C. Retirement or resignation:** The Governing Board Member hereof may retire or resign at any time without assigning any reason, provided that they shall have given at least one month's prior notice in writing to the Governing Board in this regard. The retirement or resignation of the Governing Board Member shall be effective only after a new Governing Board Member has been appointed as per the procedure detailed herein. All costs and expenses incurred or occasioned by such retirement or resignation shall be borne by such Governing Board Member.

**D. Removal:** Governing Board may by resolution, suspend or remove from membership any member of the Governing Board, if the conduct of such member has, in the opinion of the Governing Board, been contrary to the objects of the Trust or the provisions of any law, provided that such member is provided an opportunity to explain the conduct and provided further that such resolution is approved and adopted by not less than two-thirds of the members of the Governing Board present and voting as a valid meeting of the Governing Board.

Contd...19/p



-: 19 :-

**E. Elections to the Governing Board:**

- i. Elections to the Governing Board shall be held every 3 years. The Governing Board may frame appropriate directions and rules in this regard, including but not limited to, the manner of calling for Elections, Date of Elections, procedure for conducting elections and any other things ancillary for conducting such Elections.
- ii. The Governing Board members shall amongst themselves select or elect a Chairperson of the Board.

**ARTICLE 8: RIGHTS AND POWERS OF THE GOVERNING BOARD**

- A. The Governing Board shall bevested with the general superintendence, direction, and management of the affairs ofthe Trust and all power, authorities and discretion appurtenant to the purpose of the Trust, subject to the provisions of the Trust Deed herein and in the exercise of which the Governing Board shall wherever necessary or appropriate act in accordance with the recommendations, directions, approval or authorization of the majority of the members of the Governing Board.
- B. The Governing Board shall be vested with the powers to accept Contributions (including advances thereon) capital or other sumsfrom anyPerson in India, or abroad in compliance with applicable law.



-: 20 :-

- C. The Governing Board shall be vested with the powers to apply the whole or anypart the income of the Trust, or the Trust Fund or accumulations thereto, to any one more of the objects of Trust, as the Governing Board may, in their discretion (arrived at by the majority of the members of the Governing Board), deem fit from time to time.
- D. To collect all monies due to the Trust and acknowledge and give effectual and valid receipts and discharges for the same.
- E. To acquire, hold, deal with, manage or dispose of the Trust Fund in furtherance with the Objects of the Trust and subject to the terms specified herein and provided a majority of the members of the Governing Board approve the same.
- F. To open account in the name of the Trust with a Bank or Banks, to operate such account and to give instructions to the Bank and to provide for opening and operation of such account by two or more of the persons specified by the Governing Board or by an agent appointed by the Governing Board.
- G. The Governing Board may appoint paid or honorary Secretary or Manager and other officers and staff to manage and administer the Trust and to maintain the books of accounts of the Trust as well as to carry out correspondence and all other business on behalf of the Trust, as may be necessary, and pay their remuneration.





## E-STAMP CERTIFICATE NO.IN-DL51983943142953T

-: 21 :-

- H. The Governing Board is authorised to carry on the administration of the Trust in the manner they may consider best to promote the objects of the Trust, and for the administration and effective management of the Trust, including the purpose or policy thereof, it may frame schemes, rules and regulations and may decide the same from time to time as deemed fit. The Governing Board may also form committees or sub-committees for the purpose of the administration of the Trust or for management of its properties and business.
- I. The Governing Board may frame appropriate rules and law down procedures/ adopt measures to ensure that the NLU Delhi Alumni Association receives visibility across the various Alumni in India and abroad. The Governing Board may also adopt suitable measures in this regard, including but not limited to, having a fully operational and a separate dedicate Alumni social media page for this.
- J. To compromise, settle or abandon any debt or claim due to the Trust.
- K. To institute, conduct, defend, settle, withdraw or abandon any legal proceedings for and on behalf of the Trust or in the name of the Trust or Governing Board.
- L. To enter into all arrangements or contracts in relation to the objects and purpose of the Trust.

Contd...22/p



**ARTICLE 9: DUTIES OF THE GOVERNING BOARD**

- A. Governing Board shall ensure that all investments are in accordance with the Trust Deed and are subject to the applicable laws and as per there commendations, directions, approvals, or authorisations of the Governing Board (as applicable).
- B. Governing Board shall exercise reasonable due diligence in exercising the powers best owed to them as trustees under this Trust Deed.
- C. Governing Board shall ensure that all legal/statutory expenses incurred on the Trust Fund and/or the Sub Fund and/or in the operation and execution of the Trust including registration with Government or non-government bodies or authorities and other charges payable are promptly paid.
- D. Governing Board shall at all times ensure due compliance in respect of all direct and indirect taxes, duties, cess or levies including payment/discharge of all taxes and statutory duties and filling of tax returns in accordance with and subject to the provisions of the applicable statutes in connection with the Trust including the Investments and the Trust Fund.



-: 23 :-

- E. The Governing Board shall cause to be kept true and correct, accounts of all assets and liabilities and money received and expenses incurred by them in respect of the Trust, and once in every year such accounts together with a balance sheet shall be examined, audited and certified by such auditor or auditors as may be appointed by the Governing Board from time to time on such remuneration or otherwise as they may decide. These annual statements of audited accounts shall be adopted and signed by the Governing Board as reasonably practicable after the same are ready as stated herein.
- F. All the main account books of the Trust shall be kept at the head office of the Trust or at such other places as the Governing Board may decide.

**ARTICLE 10: REGISTERS, AUDIT AND ACCOUNTS**

- A. **Register of Members:** Governing Board shall keep and maintain or cause to be kept and maintained a Register in respect of the Members and enter there in the following particulars, namely:

- i. Name, address and contact details of the Member
- ii. Category of Membership
- iii. Professional details of the respective Member
- iv. Any other details as prescribed by the Governing Board from time to



-: 24 :-

**B. Register of Contribution:**

Governing Board shall keep and maintain or cause to be kept and maintained a Register in respect of Contributors and enter there in the following particulars, namely

- i. Name and address of the contributor
- ii. Date on which person was entered in the Register
- iii. Amount of contribution
- iv. Any other details as prescribed by the Governing Board from time to time

**C. Compliance with law:** The Governing Board 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 applicable law; or (ii) in the interests of a proper and transparent administration of the Association and the Trust, including: (a) a minute book of its meetings or any committee meetings thereof and the minute book shall be deposited at the office of the Trust who shall provide for the safe custody thereof; (b) a record of the disclosures by the members of the Governing Board in respect of their interest (in any) in matters relating to the Association and the Trust; (c) all governmental and regulatory registrations, approvals, consents and exemptions that may have been received by the Association and the Trust in connection with its activities.





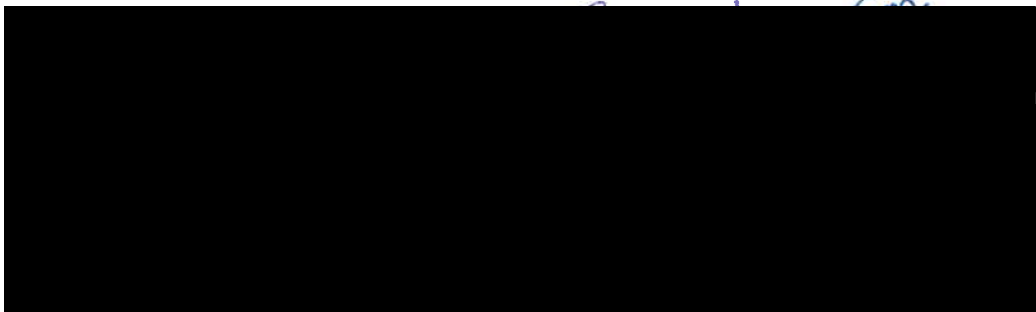
**ARTICLE 11: PROCEDURES AND PROTOCOLS**

It shall be lawful for the Governing Board 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 Association as they shall think fit and with powers to the Governing Board 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.

**ARTICLE 12: INDEMNITY**

The Governing Board shall not be responsible for any loss or expenses resulting to the Trust, for the insufficiency or deficiency of value to the Trust Fund acquired or taken on behalf of the Trust or the insolvency or the wrongful act of any person under obligation to the Trust or anything done in good faith in the execution of the duties of their office or in relation thereto.

Provided however, the Governing Board or its relevant member/s as the case may be) shall be liable for and shall not be entitled to be indemnified out of the Trust Fund for any and all loss, damage or costs incurred on account of gross negligence, misconduct, fraud or breach of the terms and conditions of the Trust Deed.





**ARTICLE 13: MEETINGS OF THE GOVERNING BOARD**

- A. The Governing Board for the time being shall meet at least twice in every calendar year and at a time and place (including virtual remote meetings) to be decided by them for the purpose of transacting the business of the Trust, and the decision of the majority of the Governing Board shall regulate such business, provided always that it shall be open to the Governing Board to make rules and regulations relating to such meetings and the conduct of their business and even conduct such meetings by Video/Telephonic conference
- B. The quorum for a meeting of the Governing Board, unless otherwise determined, shall be a majority of the members of the Governing Board from time to time.
- C. Any resolution signed, whether physically or electronically, by a majority of the members of the Governing Board, on circulation to all the Board, shall be as good as passed in a meeting of the Governing Board.
- D. All decisions that are taken by the Governing Board under this Trust Deed shall be binding only if taken by a majority of the members of the Governing Board Members.
- E. The decision of the majority in case of difference of opinion amongst the Governing Board in any matter shall be final. The Chairperson of the Governing Board in a matter of tie will have a casting vote.



-: 27 :-

F. Incase of retirement of a Governing Board member or the said Member ceasing to hold office, a new Member shall be appointed by a majority of the members of the Governing Board (excluding the retiring member or such member ceasing to hold office) provided he/she meets the eligibility criteria as detailed hereinabove. Such Member shall have the same rights and obligations as that of other existing Governing Board Members and shall serve for the remaining balance period of the retired/ceased Governing Board Member.

**ARTICLE 14: MISCELLANEOUS**

Wherever there is ambiguity, or the Trust Deed does not contemplate a particular situation, the Governing Board acting by a majority of its members, may take decisions, frame appropriate rules and regulations or prescribe any further action or conduct, provided the same is consonance with Aims and Objects of the Trust and uphold the letter and spirit of this Trust Deed.

**ARTICLE 15: AMENDMENT**

A. The Governing Board may modify, add to or alter any of the Objects of this Trust or the powers conferred on him/her and/ or the other provisions contained herein, without affecting the basic structure of this settlement and the Trust created thereby, if (i) such modification/ addition/ alteration is required for compliance with any provisions of law for the time being in force; and (ii) if agreed in writing by the Governing Board.



-: 28 :-

- B. Save and except in terms with the above, the Governing Board shall not modify, add to or alter any of the Objects of this Trust or the powers conferred on it and/or the other provisions contained herein.

**ARTICLE 16: GOVERNING LAW AND JURISDICTION**

- A. Trust here by created and the provisions of the Trust 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 authority in this behalf.
- B. In case of any disputes arising out of or in connection with this Trust Deed, the same shall be referred to arbitration to be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The venue and seat of arbitration shall be New Delhi.
- C. The courts at New Delhi shall have exclusive jurisdiction to adjudicate disputes arising out of or in connection with this Trust Deed and any other related agreements.

**ARTICLE 17: SEVERABILITY**

At any time, if any provision of this Trust Deed is, or becomes illegal, invalid or unenforceable in any respect, the legality, validity or enforceability of the remaining provisions of this Trust Deed shall not in any way be affected, or impaired thereby.

Contd...29/p





-: 29 :-

**ARTICLE 18: CONFIDENTIALITY**

Each member of the Governing Board agrees that he/she shall at all times maintain as strictly confidential and shall not, for any reason whatsoever, use or otherwise disclose to any person who is not associated with the Trust any Confidential Information (as defined below) of the Trust save for purposes permitted under or pursuant to this Deed. Each member of the Governing Board further agrees to use Confidential Information solely for the purpose of performing his/her duties towards the Trust and not to use Confidential Information for his/her own private use or the use of any other person or commercial purposes or in any way detrimental to the Trust or its Objects. For purposes of this Deed, “**Confidential Information**” includes, without limitation: (a) the contents of this Trust Deed; (b) any details of the Trust; (c) any papers, data, records, registers, processes, compilations, valuations, reports or documents of the Trust; and (d) any confidential information provided to the Trust in confidence or subject to restrictions or limitations on use or disclosure.

**ARTICLE 19: NOTICES**

A. Any notice or instructions to be given or issued under this Trust Deed shall be in writing and delivered by hand, courier or registered post to the office of the addressee or by email or other electronic means, if any available and applicable.

Contd...30/p

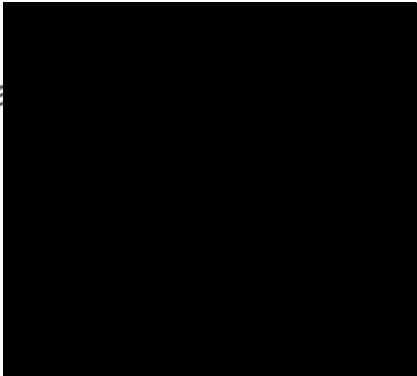


**E-STAMP CERTIFICATE NO.IN-DL51983943142953T**

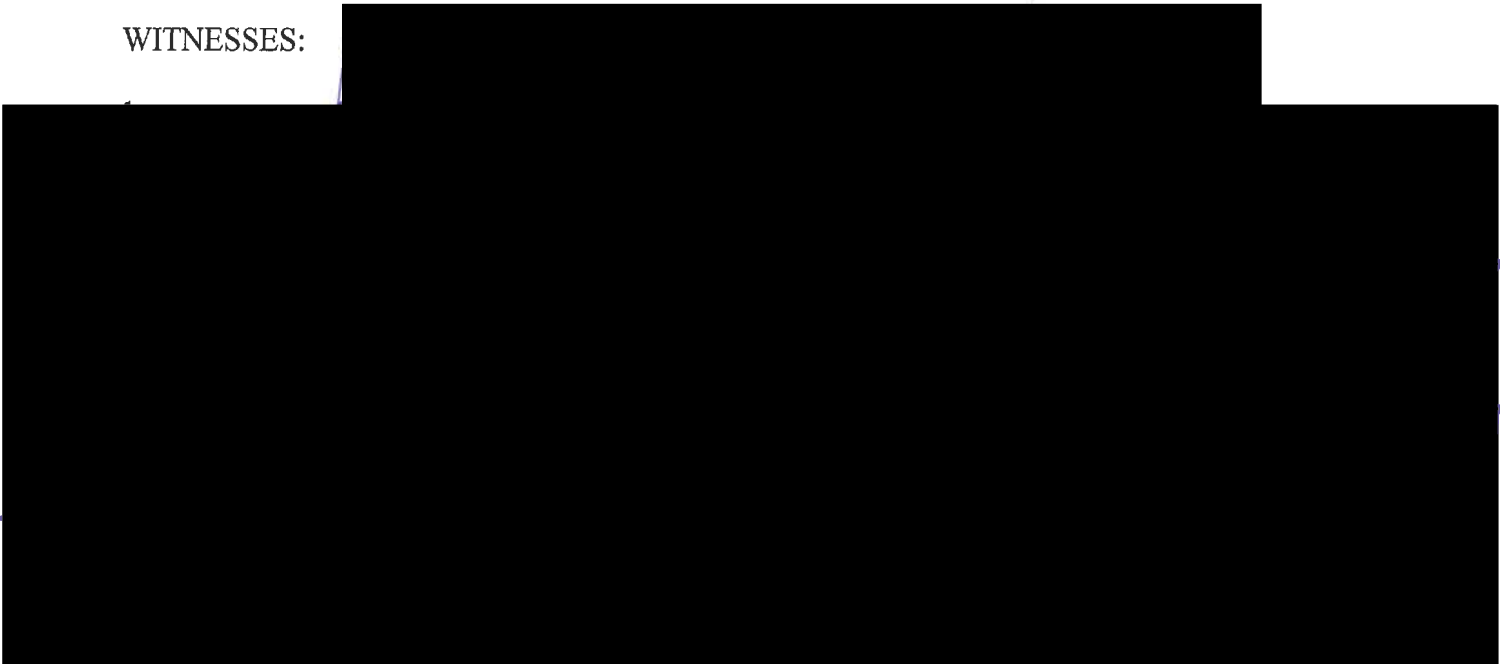
-: 30 :-

B. All correspondence addressed to the NLU Delhi Alumni Association and/ or Governing Board shall be addressed to the registered Office or any other office address as intimated by the Governing Board from time to time.

IN WITNESS THEREOF THE SETTLORS HERETO HAVE HEREUNTO SEEN AND SUBSCRIBED THEIR RESPECTIVE HANDS, ON THE DAY, MONTH AND YEAR FIRST MENTIONED HEREINABOVE

SIGNED & DELIVERED BY THE WITHIN NAMED SETTLORS	
1.  2. 3.	

WITNESSES:



Ist Party NLU Delhi Alumni Association Through its Settlor Aditya Sharma , Shreya Rastogi , Nipun Saxena  
IInd Party NA  
Witness Prem Chand, Akash

**Certificate (Section 60)**

Registration No.1,457 in Book No.4 Vol No 368  
on page 125 to 154 on this date 30/11/2021 12:13:15PM  
and left thumb impressions has/have been taken in my presence.

day Tuesday



Sub Registrar  
SR IIB Janakpuri  
New Delhi/Delhi

Date 30/11/2021 12:07:14



2183113101457