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15-16

## TRUST DEED

(Constituting *the NLSIU Alumni Association*)

This **Trust Deed** constituting *the NLSIU Alumni Association* is made on June 12, 2015 at Bengaluru (hereinafter referred to as the "Trust Deed")

BY

1. **PRAMOD RAO**, Indian, and residing at # 1203, Akruti Nova B Wing, Akruti Niharika Complex, off NS Phadke Marg, Andheri East, Mumbai 400 069,
2. **NITHYA NANDAN**, Indian, and residing at 716, 15<sup>th</sup> Main, Sec 3, HSR Layout, Bengaluru 560102,
3. **SMITHA MURTHY**, Indian, and residing at A-403, RNA Heights, Jogeshwari Vikhroli Link Road, Andheri East, Mumbai 400 093, and having a permanent address at: 2520, 27<sup>th</sup> Cross, 17<sup>th</sup> Main, Banashankari 2<sup>nd</sup> Stage, Bengaluru 5600070, and
4. **KUNAL AMBASTA**, Indian and having a permanent address at: C/o Mr RK Ambasta, Golf Ground Area, Luby Circular Road, Dhanbad, Jharkand 826001,

(being members of the Interim Committee constituted at the NLSIU Silver Jubilee celebrations to review, examine and make operational the NLSIU Alumni Association, and hereinafter referred to as the "**Settlers**" of the ONE PART;

AND

The first initial & interim Governing Board member specified in Article 6.1 (a) 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.

*Pranav Kumar*

*Smitha Murthy*  
*Kunal Ambasta*






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2	ಸ್ಯಾನಿಂಗ್ ಫೀ	1925.00
3	ದ್ವಿ ಪ್ರತಿ ಶುಲ್ಕ	400.00
	ಒಟ್ಟು :	2825.00

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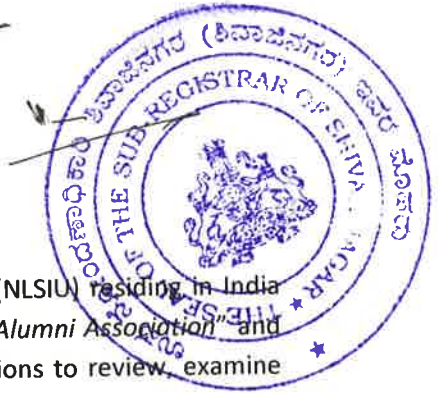
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ಶಿವಾಜಿನಗರ, ಬೆಂಗಳೂರು.

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2	Nithya Nandan (ಬರೆದುಕೊಡುವವರು)			

~~ಉಪ ನೋಂದಣಾಧಿಕಾರಿಗಳು~~  
ಶಿವಾಜಿನಗರ, ಬೆಂಗಳೂರು.



## WHEREAS

- A. Various alumni of National Law School of India University, Bengaluru (NLSIU) residing in India and around the world have been desirous of establishing "The NLSIU Alumni Association" and constituted an Interim Committee at the NLSIU Silver Jubilee celebrations to review, examine and make operational the NLSIU Alumni Association, and which Interim Committee has determined be established as a trust for undertaking such activities as described in Article 2.5 and Schedule 2 herein below, which shall constitute the objects of such Trust.
- B. The Governing Board would oversee the Trust, and which shall harness the Regional & City Chapters of the Trust in different parts of India and across the world to enable the alumni of the NLSIU to inter-alia network and fraternize with each other and otherwise further the objects of this Trust.
- C. The objects and activities of the Trust, as specified, shall be discharged by the Regional & City Chapters at the regional and city level through regional committee/s or a city committee/s constituted in the manner specified hereunder (and be coordinated under the aegis of the Council of Regional & City Chapters, in the manner specified hereunder) and by the Governing Board at the national & global level in the manner specified hereunder (and all activities of the Regional & City Chapters and the Council of Regional & City Chapters shall be coordinated under the aegis of the Governing Board, in the manner specified hereunder).
- D. It is necessary to declare the objects and terms of the public trust, being constituted under these presents.

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

## ARTICLE 1: DEFINITIONS AND INTERPRETATION

### 1.1 DEFINITIONS

Unless the context otherwise requires, in this Trust Deed the following words and expressions shall have the meaning respectively assigned to them:

**"Authorisations"** means all laws, ordinances, statutes, rules, orders, decrees, injunctions, licenses, permits, approvals, consents, waivers, privileges, agreements and regulations of any statutory authority or any person including any government authorisation, and consents of third parties under contract or otherwise, as may be applicable.

**"Beneficiaries"** shall mean persons or class of persons who stand to benefit or derive advantage from the key or primary object of the Trust (being to promote in India the interests of the legal fraternity, the legal profession, legal services (and its consumers), legal education (and thereby the students or those proposing to undertake legal education), delivery of justice & law reform (and thereby the nation, the society, the members of the lay public and litigants at large) and/or access to justice (and thereby the nation, the society, the members of the lay public and the

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3	Smitha Murthy . (ಬರೆದುಕೊಡುವವರು)			<i>Smitha Murthy</i>
4	Kunal Ambasta . (ಬರೆದುಕೊಡುವವರು)			<i>Kunal Ambasta</i>

ಸಬ್ ರೆಜಿಸ್ಟ್ರಾರ್  
ಶಿವ ನೋಂದಣಾಧಿಕಾರಿಗಳು  
ಶಿವಾಜಿನಗರ, ಬೆಂಗಳೂರು.



litigants at large), facilitating and working together with NLSIU, and its administration, for NLSIU obtaining due support and assistance through the Trust, as also envisaged by the University Grants Commission and the National Assessment and Accreditation Council of India for Higher Education Institutions, and serving to provide to other Higher Educational Institutions and Universities and their alumni associations a model approach, and in general to take the initiative and/or join in taking any collective action to secure protection and development of the legal fraternity, the legal profession, legal services, legal education, delivery of justice and/or access to justice) and shall include the Special Members and the Ordinary Members who will appear in the Register of Special Members and Register of Ordinary Members from time to time;

**"Councils"** shall mean the Councils, committees, working groups or teams constituted by the Governing Board in the manner set forth in Article 5.1 herein,

**"Contributors"** mean Persons making ex-gratia permanent & irrevocable contributions to the Trust, in money or in kind (whether the monetary value of such contribution can be assessed or not), and whose name & quantum of contribution, if expressible in monetary terms, or nature of contribution, if otherwise, shall be entered in the Register of Contributors maintained by the Trust provided that the contributions made by the Members shall be entered in the Register of Ordinary Members and the Register of Special Members.

**"Council of the Regional & City Chapter"** shall be the council set up to, coordinate the Regional and City Chapters in the manner specified in Article 6.2(vi) hereof.

**"Council Members"** shall have the meaning set forth in Article 6.2 hereof.

**"Governing Board"** shall have the meaning as set forth in Article 6.1 hereof.

**"Governing Board Members"** shall have the meaning set forth in Article 6.1 hereof.

**"Members"** shall mean both the **"Ordinary Members"** and/or the **"Special Members"** of the Trust.

**"Ordinary Member"** means an alumnus of NLSIU holding the qualification of BA.LLB. (Hons.) awarded by NLSIU from time to time, and who has duly paid to the Trust the joining contribution, as prescribed from time to time by the Trust, and has duly paid to the Trust the annual / semi-annual / quarterly / monthly /lifetime membership contribution, as prescribed from time to time by the Trust, and whose name shall be entered in the Register of Ordinary Members maintained by the Trust.

**"Permitted Investments"** means fixed deposits placed with scheduled commercial banks in India from or out of the Trust Fund by the Governing Board in furtherance of the objects of the Trust and on the terms and conditions contained in this Trust Deed and in case of overseas Regional & City Chapters, deposits placed by them with licensed banking entities in their respective jurisdictions from or out of the Sub-Funds. Provided, Permitted Investments shall

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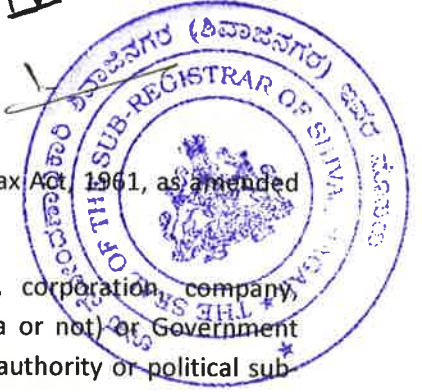
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1	Namitha Bangalore	ನಂಥಾ
2	Ashok Jayanagar, Bangalore	ಅಶೋಕ

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ಶಿವಾಜಿನಗರ, ಬೆಂಗಳೂರು.

<p style="text-align: center;"> 4 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು ನಂಬರ್ SHV-4-00109-2015-16 ಆಗಿ ಸಿ.ಡಿ. ನಂಬರ್ SHVD205 ನೇ ಧರಲ್ಲಿ ದಿನಾಂಕ 12-06-2015 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ</p> <p style="text-align: center;"> ಉಪ ನೋಂದಣಾಧಿಕಾರಿಗಳು ಶಿವಾಜಿನಗರ, ಬೆಂಗಳೂರು.</p>
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exclude such instruments that are not permitted under the Income Tax Act, 1961, as amended from time to time.

**"Person"** means any individual, partnership, joint venture, firm, corporation, company, association, trust or other enterprise (whether incorporated in India or not) or Government (central, state or otherwise), sovereign, or any agency, department, authority or political subdivision thereof, international organization, agency or authority (in each case whether or not having separate legal personality) and shall include their respective successors and assigns and in case of an individual shall include his/her legal representatives, administrators, executors and heirs and in case of a trust shall include the trustee or the trustees for the time being.

**"Registers"** shall mean the registers to be maintained by the Governing Board (or under its authority) including the Register of Special Members, Register of Contributors and the Register of Ordinary Members, containing such details as more particularly set forth in Article 4.2 and Article 5.8 hereof.

**"Regional & City Chapters"** shall mean a sub-association established for a particular region or city, in India and/or abroad, which undertakes such activities as are described in Article 2.5 and Schedule 2 herein below, and which is managed and administered by a Regional Committee or a City Committee established in terms of Article 6.2 herein below, and a member of which committee shall be represented on the Council of Regional and City Chapters established in terms of Article 6.2 herein below.

**"Relative"** shall the meaning given in Section 56 of the Income Tax Act, 1961.

**"Special Member"** means an alumnus of NLSIU holding the qualification of Masters of Business Laws, LL.M., M.Phil. or any other degree or diploma awarded by NLSIU from time to time (other than BA.LLB (Hons.)) and who has duly paid to the Trust the joining contribution, as prescribed from time to time by the Trust, and has duly paid to the Trust the annual / semi-annual / quarterly / monthly / lifetime membership contribution, as prescribed from time to time by the Trust, and whose name shall be entered in the Register of Special Members maintained by the Trust.

**"Sub-Fund"** shall mean the funds, allocated, from time to time, by the Governing Board to each of the Regional and City Chapters from the Trust Fund, in the manner specified in Schedule 1 herein, to enable the Regional and City Chapters to fulfill and discharge its duties and responsibilities as per the terms of the Trust Deed.

**"Voting Procedure"** shall have the meaning set forth in Article 5.1(a) (xix) herein.

**"Trust"** means the trust hereby established by these presents, and having the name 'The NLSIU Alumni Association'.

**"Trust Fund"** shall mean the initial contribution (as specified in Article 2.1 below), the joining contribution (received from an Special Member or an Ordinary Member) from time to time, the

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ಕರ್ನಾಟಕ ಸರ್ಕಾರ  
ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ  
Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

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ದೃಢೀಕರಿಸಲಾಗಿದೆ

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ಸ್ಥಳ : ಶಿವಾಜಿನಗರ

ದಿನಾಂಕ : 12/06/2015

ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ  
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ಶಿವಾಜಿನಗರ, ಬೆಂಗಳೂರು.

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annual / semi-annual / quarterly / monthly / lifetime membership contribution (received from an Special Member or an Ordinary Member) from time to time, the monetary Contributions received from the Contributors from time to time, and the Permitted Investments, together with all additions or accretions thereto.

## 1.2 INTERPRETATION

1.2.1 Headings and bold typeface are only for convenience and shall be ignored for the purpose of interpretation.

1.2.2 Unless the context otherwise requires:

- (i) words using the singular or plural number shall also include the plural or singular number, respectively.
- (ii) words of either gender shall include the other gender.
- (iii) the terms "hereof", "herein", "hereby", "hereto", "hereunder" and derivative or similar words refer to this entire Trust Deed or specified Clauses of the Trust Deed, as the case may be.
- (iv) the term "Clause" refers to the specified Clause of this Trust Deed.

1.2.3 In this Trust Deed, unless the context otherwise requires, the annexures and schedules 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. Any references to articles, annexure and schedules are to articles of and schedules to this Trust Deed. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of the article or schedule in which the reference appears.

1.2.4 In this Trust Deed "including" means including without limitation or prejudice to the generality of any description, definition, term or phrase preceding that word, and the word "include" and its derivatives will be construed accordingly.

1.2.5 For the purposes of this Trust Deed, in addition to the terms defined in the introduction, recitals and any Clause, capitalized terms whenever used in this Trust Deed, unless repugnant to the meaning or context thereof, shall have the meanings ascribed to them as such.

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*[Handwritten signature: Sindhu Menley]*  
*[Handwritten signature: Kunal Ambush]*



## Article II: CONSTITUTION OF THE TRUST

### 2.1 CREATION OF TRUST

The Settlers hereby declare and confirm that the Settlers have settled upon and transferred to the Governing Board, a sum of Rupees Ten thousand only (Rs 10,000/-), towards the initial corpus of Trust (hereinafter referred to as the "Initial Contribution") TO HAVE AND HOLD the same together with all additions or accretions thereto and the investments representing the same (constituting part of the corpus of the Trust or in other words the Trust Fund) by the Governing Board for the benefit of the Beneficiaries UPON the trusts and subject to the agreements, conditions, declarations, powers, provisions and terms herein contained, THE RECEIPT OF WHICH the Governing Board hereby admit and acknowledge and that the Governing Board have consented to act on the terms and conditions set out herein.

### 2.2 ACCEPTANCE OF TRUST

The Governing Board hereby declares and confirms that it shall hold and stand possessed of the Initial Contribution together with all further additions or accretions thereto and the investments representing the same UPON the trusts and subject to the agreements, conditions, declarations, powers, provisions and terms herein contained.

### 2.3 NAME AND OFFICE OF TRUST

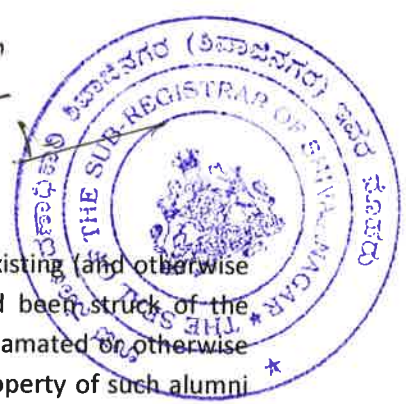
The trust shall be referred to as THE NLSIU ALUMNI ASSOCIATION (the "Trust"). Its principal office shall, for the present, be situated at # 45, Jubilee Building, 2<sup>nd</sup> Floor, Museum Road, Bengaluru 560025. The Governing Board, the Council of the Regional & City Chapters and the Regional Committee/s and/or the City Committee/s may establish offices at other places in India from time to time or co-locate/share the offices as established by any of them.

### 2.4 DATE OF TERMINATION

- (a) Subject to the terms of this Trust Deed and applicable laws, the term of the Trust shall be perpetual.
- (b) The Trust created by these presents shall be irrevocable provided that in the event of the Governing Board being of the opinion that this Trust should be amalgamated with any trust / society / section 8 company (or a like entity) having objects more or less similar to this Trust, the Governing Board may amalgamate the Trust with any other trust / society / section 8 company (or a like entity) having objects more or less similar to this Trust and in such an event, the Trust Funds and Trust Property shall be transferred to and shall vest in such other trust / society / section 8 company (or a like entity). Such amalgamation and consequent transfer and vesting shall be subject to applicable laws and such Authorisations or consents as may be required, including of the majority of the Ordinary Members voting as per the Voting Procedure, vote in favour for such proposal as compared to those voting against such proposal.

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*Handwritten signatures: Smitha Kuthy and Kunal Ambash.*



- (c) In the event the Governing Board is of the opinion that the pre-existing (and otherwise defunct) alumni association established as a society, which had been struck off the register of societies, may, upon its revival or otherwise, be amalgamated or otherwise integrated or combined with the Trust such that its funds and property of such alumni association are transferred to and vest in the Trust, it shall do so, subject to applicable laws and such Authorisations as may be required.

**2.5 OBJECTS AND ACTIVITIES OF THE TRUST**

- (a) The key or primary objects and the activities of the Trust, which may be undertaken by the Governing Board and/or any of the Regional & City Chapters (in their respective regions/cities) in India and/or abroad, shall be: (a) promote in India the interests of the legal fraternity, the legal profession, legal services (and its consumers), legal education (and thereby the students or those proposing to undertake legal education), delivery of justice & law reform (and thereby the nation, the society, the members of the lay public and litigants at large) and/or access to justice (and thereby the nation, the society, the members of the lay public and the litigants at large) , facilitating and working together with NLSIU, and its administration, for NLSIU obtaining due support and assistance through the Trust, as also envisaged by the University Grants Commission and the National Assessment and Accreditation Council of India for Higher Education Institutions, and serving to provide to other Higher Educational Institutions and Universities and their alumni associations a model approach, and/or join in taking any collective action to secure the development and progress of the legal fraternity, the legal profession, legal services, legal education, delivery of justice and/or access to justice in all respects provided however that the Trust, the Governing Board Members and the Council Members or the Members of the Regional Committee/s or the City Committee/s acting on behalf of the Trust shall remain apolitical on the aforementioned issues, and (b) the objects specified in Schedule 2(A) herein.
- (b) The other key or primary objects and the activities of the Trust, which may be undertaken only by the Governing Board, shall include the objects specified in Schedule 2(B) herein.
- (c) In furtherance to the abovementioned:
- (i) the additional or ancillary objectives of the Trust specified in Schedule 2(A) may be undertaken both by the Regional and City Chapters and/or the Governing Board,
  - (ii) the additional or ancillary objectives of the Trust specified in Schedule 2(B) may be undertaken only by the Governing Board

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*Prithvi Kuthy*  
*Kunal Ambash*



### ARTICLE III: TRUST FUND

#### 3.1 VESTING OF TRUST FUND

The Trust Fund shall vest in the Governing Board and the Governing Board shall hold the same upon trust for the exclusive benefit of the Beneficiaries subject to the powers, provisions, agreements and declarations contained herein.

#### 3.2 INVESTMENT OF TRUST FUND

In pursuance of the objects of the Trust, the Trust Fund shall be applied and invested by the Governing Board in Permitted Investments, subject to applicable laws, with or on the recommendations, directions, approval or authorization of the majority of the members of the Governing Board in accordance with the objects of the Trust.

#### 3.3 CONTROL OF TRUST FUND

The Governing Board shall, with or on the recommendations, directions, approval or authorization of the majority of the members of the Governing Board and in terms of any contractual arrangement determine the extent of the Permitted Investments and application of the income of the Trust Fund, in accordance with the objects of the Trust and as per the terms specified in Schedule 1.

#### 3.4 APPLICATION OF TRUST FUND

The Trust Fund shall be absolutely applied by the Governing Board for the purposes and objects of the Trust in accordance with this Trust Deed, and for the Beneficiaries as specified herein, and shall not be applied, directly or indirectly, for any purpose or object otherwise than herein contained.

#### 3.5 INVESTMENT IN THE NAME OF TRUST

All documents relating to the Permitted Investments and assets comprised in the Trust Fund shall be entered into in the name of the Trust by the Governing Board.

#### 3.6 EXPENSES CHARGEABLE TO THE TRUST FUND

The Governing Board, the Council of Regional and City Chapters and the Regional Committee or the City Committee may reimburse themselves or pay and discharge out of the Trust Fund all expenses properly incurred in or about the execution of the Trust/ or powers under this Trust or any of them, subject to submission of appropriate bills/invoices. However, no member of the Governing Board, the Council of Regional and City Chapters and the Regional Committee or the City Committee shall be entitled to be paid any sitting fees or remuneration paid or be reimbursed for travel or lodging or the like.

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*Pritha Muthy*  
*Kunal Anubash*





### 3.7 PERMITTED INVESTMENTS

The Governing Board shall invest the Trust Funds in Permitted Investments as provided and subject to applicable laws and the income raised from such investments only will be used in carrying out the objects of the Trust. The Governing Board may, with or on the recommendations, directions, approval or authorization of the majority of the members of the Governing Board change the portfolio of investments from time to time as may be beneficial to the Trust subject to applicable laws and provided that the reinvestments are only made in Permitted Investments by the Governing Board.

### 3.8 CONTRIBUTIONS TO THE TRUST FUND

- (a) All Contributions to the Trust and receipts into the Trust Fund from the respective Contributors, Ordinary Members or Special Members are be deemed to have been made as Irrevocable Contributions.
- (b) The Contributors, Ordinary Members or Special Members will not be eligible and shall have no right or claim over any income, direct or indirect benefit (except for tax benefits as per applicable laws) including income arising out of the use Contributions or receipts into the Trust Fund or income/accretion there from or thereon in accordance with the terms of the Trust Deed. All such income, direct or indirect benefit including income arising out of the use of the Contribution shall be deemed to be part of the Trust Fund.

### 3.9 NO OTHER USE

The Trust Fund shall not be applied for any purpose other than those specified in Article 2.5 hereinabove.



#### ARTICLE IV: MEMBERS

##### 4.1 TYPE OF MEMBERS

The Trust shall have the following types of Members:

- (a) Ordinary Members, and
- (b) Special Members

##### 4.2 REGISTER OF MEMBERS

- (a) The Governing Board shall maintain or cause to be maintained a Register of Ordinary Members and a Register of Special Members (in electronic and/or physical form) specifying the names and addresses of all the Ordinary Members and the Special Members of the Trust. The list shall be updated as and when new Members register to be part of the and/or when there is any modification in the existing list of Members.
- (b) The Governing Board will also maintain or cause to be maintained a list of the Ordinary Members and Special Members of the respective Regional and City Chapters based on the address and residency of the Members and will modify/update the same from time to time.

##### 4.3 APPLICATION OF A MEMBER

The Governing Board will scrutinize all requests and applications for membership by alumni of NLSIU, and the Governing Board shall grant membership to an applicant if he/she qualifies as an Ordinary Member or a Special Member and makes the requisite joining contribution to become a Member. The Governing Board may frame appropriate rules and prescribe requisite forms to facilitate the NLSIU Alumni to apply to become Members.

##### 4.4 CESSATION OF MEMBERSHIP

A Member shall cease to be a Member and/or be a part of the Governing Board, the Regional Committee/s or the City Committee/s and the Council of Regional and City Chapters in the following circumstances:

- (a) On resigning as an Ordinary Member or Special Member.
- (b) On failure of a Member to pay the membership contribution (joining contribution or the annual contribution as prescribed) to the Trust after the Trust has given reasonable notice to such Member that the contribution payable by them is overdue.
- (c) On death of an Ordinary Member or Special Member
- (d) On a Member having his/her qualification issued by NLSIU being suspended or withdrawn or cancelled.

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It is clarified that no person shall be entitled to membership as envisaged or to the Governing Board by virtue of inheritance or laws of succession.

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# ARTICLE V: RIGHTS, POWER & LIABILITIES

## 5.1 RIGHTS AND POWERS OF THE GOVERNING BOARD, THE COUNCIL OF THE REGIONAL AND CITY CHAPTERS AND THE REGIONAL COMMITTEE/S OR THE CITY COMMITTEE/S

### (a) RIGHTS AND POWERS OF THE GOVERNING BOARD

The Trust Fund shall vest in the Governing Board, who shall constitute the trustees of the Trust, and to be held by the Governing Board in trust for the general benefit and purposes as specified in Article 2.5 hereinabove, and the Governing Board shall be vested with the general superintendence, direction and management of the affairs of the Trust and all power, authorities and discretion appurtenant to the purpose of the Trust, subject to the provisions of the Trust, subject to the provisions of the Trust Deed herein & 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.

Without in any way limiting the generality of the powers, authorities and discretions conferred under sub-section (I) of this Article 4.1, the Governing Board shall have the following powers (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).

- (i) To accept Contributions (including advances thereon) capital or other sums from any Person;
- (ii) Subject to the terms specified in Schedule 1 herein, to apply the whole or any part 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;
- (iii) To collect all monies due to the Trust and acknowledge and give effectual and valid receipts and discharges for the same;
- (iv) To constitute Councils (or activity based committees or affinity groups committees or committees or working groups or teams to coordinate activities among Special Members and/or Ordinary Members including on a batch basis or regional or city basis, or from law firms or law offices or from various courses, degrees or diploma holders from NLSIU or other such discernable groups) from time to time for such purposes and for such term and comprising such number of people, as it deems fit, appropriate and necessary to discharge any of the powers and responsibilities conferred on it in the Trust Deed. The Councils may be constituted by the Governing Board, from time to time for activities including

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*Kunal Ambash*



but not limited to, the creation of the Alumni website, creating content for the newsletter and publishing the same, organising fundraising and other events or to undertake affinity groups activities on behalf of the Governing Board in different parts of India and abroad, and Councils that comprise or represent and coordinate among the Special Members, of various types and classes, and/or Ordinary Members and shall have the authority to do all acts, deeds and things on behalf of the Governing Board as authorized by the Governing Board. The Councils will be subject to such terms and conditions as maybe stipulated by the Governing Board and will only be established if a majority of the members of the Governing Board approve the same;

- (v) 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;
- (vi) To establish further sub-funds or corpus/es, as it may deem fit, for the purpose of fulfilling one or more or objects of the Trust provided a majority of the members of the Governing Board approve the same;
- (vii) To invest the surplus amounts if any in Permitted Investments and subject to the applicable laws;
- (viii) To make, hold, deal with and manage the Permitted Investments and to exercise all rights (including voting rights, if any) which accrue upon the Governing Board from the Permitted Investments provided a majority of the members of the Governing Board approve the same;
- (ix) To institute, conduct, defend, compound, settle withdraw or abandon any legal proceedings for or in behalf of the Trust or in the name of the Trust or Governing Board and to submit any proceedings or differences for settlement by arbitration;
- (x) To compromise, settle or abandon any debt or claim due to the Trust provided if the monetary value of the compromise, settlement or debt exceeds Rupees One Lac (Rs 1,00,000/-) a majority of the members of the Governing Board will approve the same;
- (xi) To enter into all arrangements or contracts in relation to the objects and the purpose of the Trust provided that atleast two signatories as designated by the Governing Board shall do so at all times and provided further that if the monetary value of the arrangement or contract exceeds Rupees One Lac (Rs 1,00,000/-), a majority of the members of the Governing Board approve the same;

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*Smriti Bhatia*  
*Kunal Bhatia*



- (xii) To constitute Committees, appoint and employ agents and other persons to assist the Governing Board in the administration of the Trust and to determine their contribution and emoluments and at its discretion, to remove such agents and persons and appoint others in their place provided if the salary, contribution and other emoluments to be paid to such agents or persons exceeds an amount of Rupees One Lac (Rs 1,00,000/-), a majority of the members of the Governing Board approve the same;
- (xiii) To sign, seal, execute, deliver and register all deeds, documents and assurances in respect of or relating to the Trust provided that atleast two signatories as designated by the Governing Board shall do so at all times and the due performance and execution of the purpose and objects hereof provided if the monetary value of the transaction exceeds an amount of Rupees One Lac (Rs 1,00,000/-), a majority of the members of the Governing Board approve the same;
- (xiv) To consult with and seek the recommendations, directions, approvals, authorizations of the members of the Governing Board (or of the Ordinary Members or the Special Members, as may be necessary or appropriate to do) in the exercise of any of the powers and in the performance of any of the functions under this Trust Deed;
- (xv) Subject to the limitations specified in Schedule 2(B), to borrow or raise or secure payments of moneys and also to lend money either with or without security incidental to the attainment of the aim and the objectives of the trust and to mortgage, charge all or part of the Trust fund provided a majority of the members of the Governing Board approve the same;
- (xvi) Subject to the limitations specified in Article 2(B), to let out, demise any immovable property comprised in the Trust Fund for such period and at such rent or such terms and conditions as the Governing Board s in their discretion may think fit provided if the monetary value of the transaction exceeds an amount of Rupees Ten Lac (Rs 10,00,000/-), a majority of the members of the Governing Board approve the same and provided further that the Governing Board seeks a vote on the proposal from its Ordinary Members, as per the Voting Procedure, and a majority of its Ordinary Members vote in favour of such a resolution as compared to those voting against the resolution;
- (xvii) 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;

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*Kunal Ambash*

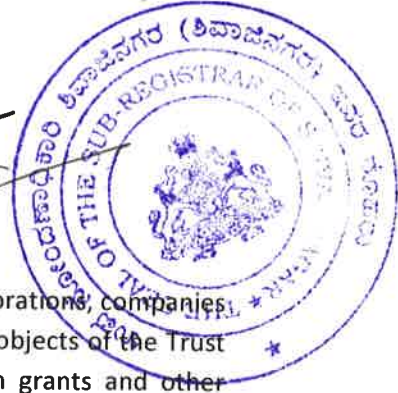


- (xviii) Subject to the terms specified herein, to set apart and/or allocate the whole or a part of the Income or the corpus of the Trust Fund or part thereof for any of the objects of the Trust provided if the monetary value of the allocation exceeds an amount of Rupees One Lac (Rs 1,00,000/-), a majority of the members of the Governing Board approve the same;
- (xix) To join, co-operate or amalgamate this Trust in accordance with Clause 2.4(b) with other or others having kindred or allied objects, upon such terms and conditions as the Governing Board may decide, particularly having regard to and in conformity with the objects and nature of this Trust provided the Governing Board seeks a vote on the proposal from its Ordinary Members, and a majority of the Ordinary Members vote in favour of such a resolution as compared to those voting against the resolution. The vote of the Ordinary Members on a resolution will be sought by the Governing Board on the NLSIU Alumni Worldwide Facebook group, NLSIU Alumni Worldwide LinkedIn group and/or on the alumni website (upon the same being established & becoming operational) and/or on any other modes and mediums for connecting the alumni, as per the rules, formulated by the Governing Board from time to time in this regard ("**Voting Procedure**");
- (xx) To give aid by way of donations out of the income or the corpus or the sub-funds or corpuses created out of the Trust Fund or otherwise, to NLSIU, deserving students, Members and/or faculty members and other stakeholders of NLSIU and to different charitable institutions, societies, organisation or trusts in India which may have been established for the like charitable purposes mentioned in these presents or any of them to enable such institution, societies, organisation or trustees to start maintain, or carry out such charitable objects provided however if the monetary value of such individual aid or donation exceeds an amount of Rs. One Lac (Rs 1,00,000/-), a majority of the members of the Governing Board approve the same;
- (xxi) To settle all accounts and to compromise, compound, abandon, or refer to arbitration any action or proceedings or disputes, claim, demand or things, as deemed proper for such purpose without being responsible for any loss occasioned thereby provided if the monetary value of the settlement or compromise or the transaction exceeds an amount of Rs. One Lac (Rs 1,00,000/), a majority of the members of the Governing Board approve the same;
- (xxii) To apply to the Government, public bodies, urban, local, municipal, district and other bodies, corporation, companies or persons for and to accept grant of money and of aid, donations, gifts, subscriptions, and other assistance with a view to promoting the objects of the Trust and to discuss and negotiable with

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*Pratima K. Thakur*  
*Kunal Ambash*





the Government Departments, public and other bodies corporations, companies, or persons, scheme and other work and matters within the objects of the Trust and to conform to any proper condition upon which such grants and other payments may be made;

- (xxiii) To take over or amalgamate in accordance with Clause 2.4(b) with any other charitable trust, society, association, or institution with similar objects, provided the Governing Board seeks a vote on the proposal from its Ordinary Members, as per the Voting Procedure, and a majority of its Ordinary Members vote in favour of such a resolution as compared to those voting against the resolution;
- (xxiv) To establish, promote, manage organize, or maintain or to assist in establishing, promoting, managing, organizing, or maintaining any branch of the trust and to promote or carry on the affiliation of this Trust;
- (xxv) To take over, acquire, manage, control or aid any existing institution or institutions having objects either wholly or in part similar to the objects of this Trust and on such terms and conditions as may be thought expedient with the prior approval of the majority of the members of the Governing Board provided further that the Governing Board seeks a vote on the proposal from its Ordinary Members, as per the Voting Procedure, and a majority of its Ordinary Members vote in favour of such a resolution as compared to those voting against the resolution;
- (xxvi) To purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagement of any or more of the trusts, societies, institutions or associations with which this Trust is authorized to amalgamate, provided the Governing Board seeks a vote on the proposal from its Ordinary Members, as per the Voting Procedure, and a majority of its Ordinary Members vote in favour of such a resolution as compared to those voting against the resolution.
- (xxvii) To transfer all or any part of the property, assets, liabilities and engagement of this Trust to any one or more of the trust, societies, institutions or associations with which this Trust is authorized to amalgamate provided the Governing Board seeks a vote on the proposal from its Ordinary Members, as per the Voting Procedure, and a majority of its Ordinary Members vote in favour of such a resolution as compared to those voting against the resolution.
- (xxviii) To transfer and hand over the Trust to any other Society, Corporation, Institution, Trust or Organisation on such terms and conditions as the Governing Board may decide to be held by the Society, Corporation, Institution, Trust or Organisation with the powers, provisions, agreements and declarations, appearing and contained in these presents subject to such modifications as may

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be necessary and consequent to such transfer of the Trust Funds. The Governing Board s for the time being of theses presents shall become discharged from the Trust there of relating to Trust Funds so transferred provided the Governing Board seeks a vote on the proposal from its Ordinary Members, as per the Voting Procedure, and a majority of its Ordinary Members vote in favour of such a resolution as compared to those voting against the resolution.

- (xxix) To review and revise the monetary limits expressed in this Trust Deed for various items every five years from the date of establishment of the Trust (or as near thereto), to factor in inflation, having regard to the general circumstances of the Trust.
- (xxx) Subject to the terms contained herein, to generally to all acts, deeds, matters and things which are necessary for the objects or purpose of or in relation to the Trust or are incident or conducive to the proper exercise of the power of the Governing Board under this Trust Deed.

**(b) RIGHTS AND POWERS OF THE REGIONAL COMMITTEE/s OR THE CITY COMMITTEE/s IN THE REGIONAL AND CITY CHAPTERS**

The Regional Committee/s and/or the City Committee/s for the respective Regional and City Chapters shall have the following powers (and in the exercise of which the Regional Committee or the City Committee shall wherever necessary or appropriate act in accordance with the recommendations, directions, approval or authorization of the majority of the members of the Regional or the City Chapters, as the case may be).

- (i) To utilise the Sub Funds allocated to it, in their discretion, and in the manner it deems fit, to further the objects of the Trust;
- (ii) To organise events, debates, moot courts, conferences, seminars, meetings etc subject that the Ordinary or Special Members are afforded an opportunity to comprise atleast fifty percent of any such gathering, and to further the objects of the Trust;
- (iii) To enter into all arrangements or contracts, in its discretion, which it deems fit and necessary to further the objects of the Trust provided that atleast two signatories as designated by the Regional Committee shall do so at all times and provided further it shall seek the approval of the Governing Board before it enters into any contract or arrangement on behalf of the Trust if the monetary value of the contract or arrangement exceeds an amount of Rs. Fifty thousand (Rs 50,000/-);
- (iv) To constitute committees, appoint and employ agents and other persons to assist the Regional Committee or the City Committee in the discharge of its

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*Kunal Ambash*



duties and to determine their contribution and emoluments and at its discretion, to remove such agents and persons and appoint others in their place provided it shall seek the approval of the Governing Board before it employs agent and other persons on behalf of the Trust if the contribution or emolument paid to any of the persons exceeds an amount of Rs. Fifty Thousand (Rs 50,000/-);

- (v) To sign, seal, execute, deliver and register all deeds, documents and assurances in respect of the due performance and execution of the purpose and objects hereof provided that atleast two signatories as designated by the Regional Committee shall do so at all times and provided further it shall seek the approval of the Governing Board before it executes any deed, document or assurance on behalf of the Trust if the monetary value of the deed, document or assurance exceeds an amount of Rs. Fifty Thousand (Rs 50,000/-);
- (vi) To consult with and seek the recommendations, directions, approvals, authorizations of the members of the Regional Committee or the City Committee and/or the Council of Regional and City Chapters (and/or of the Governing Board or the Ordinary Members or the Special Members, as may be necessary or appropriate to do) in the exercise of any of the powers and in the performance of any of the functions under this Trust Deed;

## 5.2 RIGHT TO REIMBURSEMENT OF EXPENSES

Subject to the powers and rights conferred on the Governing Board, the Council of Regional and City Chapters and the Regional Committee or the City Committee under the Trust Deed, the Governing Board and/or the Council of Regional and City Chapters and the Regional Committee or the City Committee may reimburse themselves, pay and discharge out of the Trust Fund and/or the Sub-Funds as the case maybe, all costs, charges and expenses incurred for the operation and execution of the Trust (including all acts, deed and things done/to be done incidental or ancillary to the objects of the Trust), including without limitation:

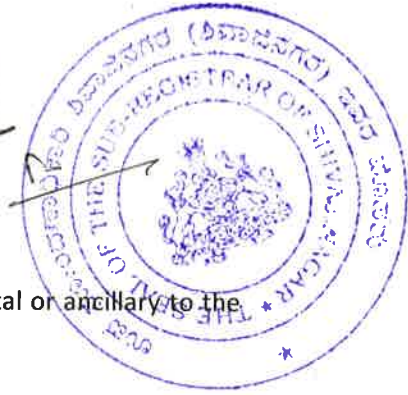
- (a) All reasonable legal costs and expenses in connection with any legal proceedings by or against the Trust or concerning the affairs of the Trust including professional fees of any legal advisor.
- (b) All statutory expenses incurred in connection with any Income, donation(s), grants(s) received by the Trust.
- (c) All legal/statutory expenses incurred by the Governing Board and/or the Council of Regional and City Chapters and/or the Regional Committee or the City Committee in the operation and execution of the Trust including registration with Government or non-government bodies or authorities, taxes duties and other charges payable and in obtaining any Authorisations.

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*Kunal Ambash*





- (d) All traveling and other costs, charges and expenses of and incidental or ancillary to the approval and execution of this Trust Deed.
- (e) All actions, proceedings, costs, charges, expenses, claims and demands whatsoever which may be brought or made against or incurred by the Governing Board and/or the Council of Regional and City Chapters in respect of any matter or thing done or omitted to be done in respect of or in relation to the Trust Fund.

All reimbursements shall be subject to submission of appropriate bills/invoices.

### 5.3 LIABILITY OF THE GOVERNING BOARD

The Governing Board and/or the Council of Regional and City Chapters and/or the Regional Committee/s or the City Committee/s shall not be responsible for any loss or expenses resulting to the Trust, for the insufficiency or deficiency of value to the Permitted Investments 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 there to.

Provided however, the *Governing Board* and/or the Council of Regional and City Chapters and/or the Regional Committee/s or the City Committee/s (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.

### 5.4 LIMITATION OF LIABILITY

In addition to the other powers conferred on the Governing Board, the Council of Regional and City Chapters and the Regional Committee/s or the City Committee/s and provisions for their protection and not by way of limitation or derogation of anything contained in this Trust Deed and subject to the applicable laws, IT IS EXPRESSLY DECLARED as follows:

- (a) The Governing Board and/or the Council of Regional and City Chapters and/or the Regional Committee/s or the City Committee/s may, in relation to these presents, act on the opinion or advice of or any information obtained from any members of the Governing Board or of a competent advisory body, any solicitor, or counsel, advocate, valuer, surveyor, broker, auctioneer, qualified accountant or other expert obtained by the Governing Board and/or the Council of Regional and City Chapters and/or the Regional Committee/s or the City Committee/s or otherwise and shall not be responsible for any loss occasioned by so acting on any such advice, opinion or information including any acts of any persons appointed under Article 5.4 hereof and communication passing between the Regional Committee/s or the City Committee/s, the Council of Regional and City Chapters or the Governing Board and any such appointee may be obtained or sent by letter, telegram, cablegram, facsimile

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transmission, telex or telephonic message (the "Means of Communication") and the Governing Board and/or the Council of Regional and City Chapters and/or the Regional Committee or the City Committee shall not be liable for acting on any such advice, opinion, information or communication although the same shall contain some errors by any such means of communication although the same shall contain some errors or shall not be authentic.

- (b) The Trust shall be at liberty to keep these presents and all deeds and other documents in relation to the Permitted Investments at their office or elsewhere or if the Governing Board so decides with any banker or company whose business includes undertaking the safe custody of documents or with any advocates or firm of solicitors and the Governing Board shall not be responsible for any loss incurred in connection with any such deposit and the Governing Board may pay all sums required to be paid on account of or in respect of such deposit.
- (c) Save as provided in Article 5.1 herein and in the Trust Deed, the Governing Board and/or the Council of Regional and City Chapters and/or the Regional Committee or the City Committee shall as regards all trusts, powers, authorities and discretion hereby vested in them, have the absolute discretion as to the exercise thereof and to the mode and time of exercise thereof and in the absence of fraud shall not be responsible for loss, costs, charges, expenses or inconvenience that may result from the exercise or non-exercise thereof and the Governing Board and/or the Council of Regional and City Chapters and/or the Regional Committee or the City Committee are indemnified to their satisfaction against all further costs, charges, expenses and liability which may be incurred in complying with such request or direction.
- (d) Save as provided in Article 5.1, with a view to facilitate any dealing under any provision of these presents the Governing Board shall have the full power to consent (where such consent is required) to a specified transaction or class of transactions conditionally or unconditionally.
- (e) Save as provided in Article 5.1 the Governing Board shall have full power to determine all questions and doubts arising in relation to any of the provisions hereof and every such determination bona fide made (whether or not the same shall relate wholly or partially to the acts or proceedings of the Governing Board) shall be conclusive and binding upon all persons interested hereunder.

PROVIDED NEVERTHELESS that nothing contained in this clause shall exempt the Governing Board and/or the Council of Regional and City Chapters and/or the Regional Committee or the City Committee or indemnify the Governing Board and/or the Council of Regional and City Chapters and/or the Regional Committee or the City Committee against any liability for breach of trust nor any liability by virtue of which any rule of law would otherwise attach to it in respect of any gross negligence, default or breach of

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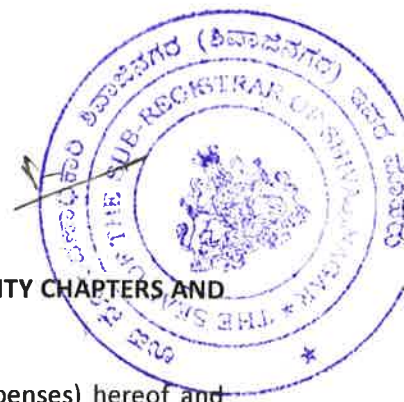
trust which the Governing Board and/or the Council of Regional and City Chapters and/or the Regional Committee or the City Committee may be guilty of in relation to their duties hereunder.

**5.5 DUTIES OF THE GOVERNING BOARD AND/OR THE COUNCIL OF REGIONAL AND CITY CHAPTERS AND/OR THE REGIONAL COMMITTEE/S OR THE CITY COMMITTEE/S**

- (a) The Governing Board shall ensure that all investments are in accordance with the Trust Deed in Permitted Investments and are subject to the applicable laws and as per the recommendations, directions, approvals or authorizations of the Governing Board (as applicable).
- (b) The Governing Board shall, at all times, ensure that the Trust fund is kept segregated from the assets of the Governing Board and any other asset for which the Governing Board is or may be responsible.
- (c) The Governing Board and/or the Council of Regional and City Chapters and/or the Regional Committee/s or the City Committee/s shall ensure that all transactions are properly entered into in accordance with this Trust Deed.
- (d) The Governing Board shall exercise reasonable due diligence in exercising the powers bestowed to them as trustees under this Trust Deed.
- (e) The Governing Board and/or the Council of Regional and City Chapters and/or the Regional Committee/s or the City Committee/s 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.
- (f) The Governing Board and/or the Council of Regional and City Chapters and/or the Regional Committee/s or the City Committee/s 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.
- (g) The Governing Board shall submit or cause to be submitted to the Beneficiaries the "Report on the Review and Progress of the activities of The Trust" ('Report'), (and for which the Council of Regional and City Chapters and/or the Regional Committee/s or the City Committee/s shall provide all necessary information and assistance to do) and the Annual Accounts. The first such Report shall be for the period from the date of establishment of the Trust until March 31, 2016. Thereafter the Report shall be prepared and submitted annually (being April 1 to March 31 of the following year).

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*Prinilla Kutty*  
*Kunal Ambash*



## 5.6 INDEMNITIES TO THE GOVERNING BOARD AND COUNCIL OF REGIONAL AND CITY CHAPTERS AND REGIONAL AND CITY COMMITTEES

- (a) Subject to the terms of Article 5.2 (Right to reimbursement of expenses) hereof and without prejudice to the Governing Board's and/or the Council of Regional and City Chapters and/or the Regional Committee/s or the City Committee/s right to indemnity under law, the Governing Board and/or the Council of Regional and City Chapters and/or the Regional Committee/s or the City Committee/s, and every advisor, attorney, manager, agent or other person appointed by the Governing Board and/or the Council of Regional and City Chapters and/or the Regional Committee/s or the City Committee/s hereunder shall, subject to the provisions of the applicable laws, be entitled to be indemnified out of the Trust Fund and/or Sub-Fund in respect of all liabilities and expenses incurred by them or in their or in their execution or purported execution of the powers and trusts thereof or any powers, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in anyway relating to the Permitted Investments or the Trust Fund and the Governing Board and/or the Council of Regional and City Chapters and/or the Regional Committee/s or the City Committee/s may retain and pay out of any monies in his/her hands UPON THE TRUST of these presents the amount of any liabilities and expenses necessary to effect such indemnity and also remuneration of the Governing Board and/or the Council of Regional and City Chapters and/or the Regional Committee/s or the City Committee/s as herein provided.
- (b) The Governing Board and/or the Council of Regional and City Chapters and/or the Regional Committee/s or the City Committee/s shall not be responsible for any loss or expenses resulting to the Trust or for anything done in good faith in the execution of the duties of their office or in relation thereto. Notwithstanding the above, the Governing Board shall not be liable for anything done by the Council of Regional and City Chapters and/or the Regional Committee/s or the City Committee/s under this Trust Deed, whether the Governing Board has acted upon the recommendation of the Council of Regional and City Chapters and/or the Regional Committee/s or the City Committee/s.

Provided however, the Governing Board shall be responsible for any loss or expenses resulting to the Trust, due to an insufficiency or deficiency in the title to any property or security which the Governing Board ought to have verified prior to acquiring or taking on the same, on behalf of the Trust, and in respect of which reasonable investigation/verification as not performed by the Governing Board.

## 5.7 REGISTER OF CONTRIBUTION

The Governing Board will keep and maintain or cause to be kept and maintained a Register in respect of Contributors and enter therein the following particulars, namely:

- (a) The name and address of the contributor;

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*Pritha Mithy*  
*Kunal Ambash*





- (b) Data on which person was entered in the Register as the Contributor;
- (c) The details (serial number, amount expressed in the receipt, etc) of the Contribution Receipt issued by it to a Contributor; and
- (d) Such other details or particulars as the Governing Board may prescribe from time to time.

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*Anitha Puthy*  
*Kunal Ambash*



# **ARTICLE VI: GOVERNING BOARD, CHAIRPERSON OF THE GOVERNING BOARD, COUNCIL OF REGIONAL AND CITY CHAPTERS**

## **6.1 THE GOVERNING BOARD**

### **(a) SETTING UP FOR A GOVERNING BOARD**

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 including without limitation consulting, recommending, directing, approving or authorizing, advising, supervising and/or guiding the Council of Regional and City Chapters and/or the Regional Committees or the City Committees or the other Councils constituted herein or hereunder and to exercise their respective powers, undertaking the investments and the performance of their respective functions under this Trust Deed.

Furthermore, the Governing Board is authorized and empowered to invite the Executive Council of NLSIU to nominate one of its members for being an invitee to the Governing Board (but not be a member of the Governing Board). This is to foster the co-ordination and cooperation among the Trust and its Governing Board, and NLSIU and its Executive Council on areas of mutual interest and collaboration.

Additionally, the Governing Board is authorized and empowered to invite the President of the Student Bar Association of NLSIU (and in his/her absence or refusal, the Vice-President of the Student Bar Association of NLSIU), to be an invitee to the Governing Board (but not be a member of the Governing Board). This shall be subject to the President (and/or the Vice President) procuring the Student Bar Association to constitute a committee comprising of students of BA LLB (Hons) program at NLSIU under its aegis to co-ordinate alumni activities at the NLSIU campus and elsewhere with the Trust and its Governing Board.

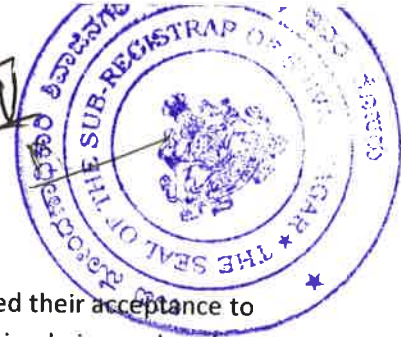
### **INITIAL & INTERIM ARRANGEMENTS**

Notwithstanding the above, the first initial & interim member of the Governing Board shall be Pramod Rao, Indian and residing at # 1203, Akruiti Nova B Wing, Akruiti Niharika Complex, off NS Phadke Marg, Andheri East, Mumbai 400 069 and who shall have only the power to coopt such persons as have been approved by the Interim Committee as noted below, and shall have no further powers until the coopting of such further members to the Governing Board.

The Interim Committee has approved of induction of the following as members of the Governing Board: Dayan Krishnan (Class of 1993), Rahul Matthan (Class of 1994), V. Umakanth (Class of 1995) and Pramod Rao (Class of 1996) and Siddharth Raja (Class of 1997), all of the BA LLB (Hons) program of NLSIU who graduated as per the year

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mentioned against their names, and who have individually conveyed their acceptance to become members of the Governing Board, and who shall on cooption being undertaken by the first initial and interim member, Pramod Rao, become the further and additional initial and interim members of the Governing Board.

The initial & interim members of the Governing Board shall hold office until the earlier of (a) March 31, 2016 OR (b) upon election of members to the Governing Board. Such date (and accordingly the term) may be extended only and only if the conduct of elections is delayed for reasons or circumstances beyond the control of the Governing Board and is unanimously agreed upon by all the members of the Governing Board to further extend the term (which shall not exceed a period of six months i.e. September 30, 2016). The initial and interim Governing Board shall promote the enrollment of the Ordinary Members and/or Special Members (including by soliciting or assigning responsibilities for batch-wise representatives or regional or city-wise representatives or representatives from law firms or law offices or representatives from various courses, degrees or diploma holders from NLSIU or any other mode of promoting enrolment of Members), may coopt onto the interim and initial Governing Board such persons as the Governing Board determine are necessary and appropriate to aid and assist at the Governing Board, approve of the Regional & City Chapters sought to be established, take all necessary and appropriate steps, measures and actions necessary to further the objectives and intent of the Trust, and to conduct or cause to be conducted elections for membership of the Governing Board, and shall vacate their office on conclusion of the election of the members. Nothing shall prevent the initial & interim members of the Governing Board from standing for the elections.

(b) **TERM OF THE GOVERNING BOARD**

The members of the Governing Board shall hold office for term of three years from the date of election.

(c) **ELIGIBILITY**

- (i) Only an Ordinary Member who has been a Member for more than 3 months, shall be eligible to become a member of the Governing Board ("**Governing Board Member**") provided he is competent to contract under the applicable laws.
- (ii) Employees of the trust shall not be eligible to stand for election to become a Governing Board Member.
- (iii) Existing Governing Board Members will not be eligible to stand for re-election if they have served two consecutive terms as a Governing Board Member. Provided however they will be eligible for election again after the expiry of one Term i.e. three years after the expiry of two consecutive terms. It is clarified that

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*Kunal Ambash*





term served by the initial & interim members of the Governing Board shall be excluded for the computation of the consecutive terms specified above.

**(d) RESIGNATION OF A GOVERNING BOARD MEMBER AND CESSATION FROM OFFICE**

- (i) Subject to the provisions of Article 6.1(g), 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 previous notice in writing to the Governing Board in that behalf. The retirement or resignation of the Governing Board Member shall be effective only after a new Governing Board Member has been appointed in terms of Article 6.1(g). All costs and expenses incurred or occasioned by such retirement or resignation shall be borne by such Governing Board Member.
- (ii) A Governing Board Member shall cease holding office if he ceases to be a Member as per Article 4.4.

**(e) REMOVAL OF A GOVERNING BOARD MEMBER**

The 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 number of members of the Governing Board. Such proposal to remove and its outcome shall be notified to all the Ordinary Members on the NLSIU Alumni Worldwide Facebook group, NLSIU Alumni Worldwide LinkedIn group and/or on the alumni website (upon the same being established & becoming operational).

**(f) ELECTIONS TO THE GOVERNING BOARD**

- (i) At least 90 days before the expiry of the Term of the Governing Board, the Governing Board shall notify, on the NLSIU Alumni Worldwide Facebook group, NLSIU Alumni Worldwide LinkedIn group and/or on the alumni website (upon the same being established & becoming operational), the date of fresh elections for new members to be appointed on the Governing Board ("Election Date"). The Election Date shall be no later than thirty days prior to the expiry of the Term of the existing Governing Board Members.
- (ii) Ordinary Members wishing to become a Governing Board Member should file their nomination in the prescribed format ("Nomination Form") and submit it electronically. The Governing Board must receive the Nomination Form at least fifteen (15) calendar days prior to Election Date.

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- (iii) On receiving the Nomination Forms from candidates, the list of proposed candidates (along with their resumes, if feasible) shall be uploaded on the NLSIU Alumni Worldwide Facebook group, NLSIU Alumni Worldwide LinkedIn group and/or on the alumni website (upon the same being established & becoming operational) by the Governing Board at least ten (10) calendar days prior to the Election Date.
- (iv) If the number of candidates wishing to be appointed as members of the Governing Board exceeds the number to be elected, elections will be held on the Election Date amongst Ordinary Members as per the Voting Procedure.
- (v) The candidates who get the maximum number of votes in the elections shall be appointed as the new Governing Board Members.
- (vi) The Governing Board members shall among themselves select or elect a Chairperson of the Governing Board.

(f) **MEETINGS AND QUORUM OF THE GOVERNING BOARD AND HEAD OFFICE**

- (i) Meetings of the Governing Board shall be held at least once in every calendar year or at such shorter durations as maybe considered necessary by a majority of the Governing Board Members, at such place and also by video conference or telephonic conference as may be determined by the Governing Board.
- (ii) At least half of the Governing Board Members should be present in person or may participate by videoconference or telephonic conference at the meeting for it to constitute a valid quorum.
- (iii) Unless specified herein, all decisions at the meetings of the Governing Board shall be taken by a majority of the Governing Board Members. In the event of a tie, the Chairman of the Governing Board shall have a casting vote.
- (iv) It is clarified that for purposes of quorum and otherwise, the meetings of the Governing Board may be conducted in person or over videoconference or through telephonic conferences, and as often as required for the effective governing of the Trust.

(g) **CASUAL VACANCIES**

- (i) In the event of retirement of a Governing Board Member and/or a Governing Board Member ceasing to hold office as provided in Article 4.4, a new member ("New Governing Board Member") shall be appointed by a majority of the Governing Board Members.
- (ii) No person shall be appointed a New Governing Board Member if:

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*Secretary*

*Smilla Kuthy*  
*Kunal Ambash*



- (A) If the Person does not meet the eligibility criteria specified in Article 6:1(c);
  - (B) Such Person has been found to be insolvent;
  - (C) Such Person has voluntarily filed for bankruptcy proceedings with appropriate authorities; or
  - (D) If any winding up or similar proceedings has been initiated against such Person by any third party, which proceeding has been continuing for a period beyond one year from the date of such proceeding being admitted into a court of law or any other appropriate authority.
- (iii) The New Governing Board Member shall have the same powers, authorities and discretion and shall in all respects act and be liable as if originally appointed as a Governing Board Member under this Trust Deed, and serve for the balance period remaining of the retiring Governing Board Member.

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## 6.2 REGIONAL COMMITTEE/s AND CITY COMMITTEE/s

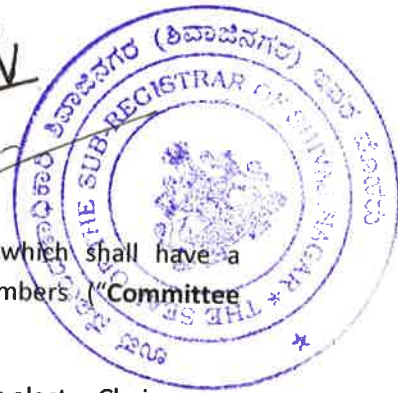
### (a) SETTING UP OF A REGIONAL AND CITY CHAPTER AND THE REGIONAL COMMITTEE/s AND CITY COMMITTEE/s

- (i) In every region or city where there are at least ten or more Ordinary Members (unless the Governing Board, on an application made to it, considers it appropriate to approve of a lesser number of Ordinary Members) wishing to form and associate as a Regional and City Chapter, a Regional and City Chapter may be established with the approval of the Governing Board.
- (ii) Each Regional and City Chapter shall be managed by a Regional Committee or a City Committee, the initial and interim members of which Committee/s shall be appointed by the initial and interim Governing Board, and such initial and interim members of such Committee/s shall hold office until the earlier of (a) March 31, 2016 OR (b) upon election of members to the Committee/s. Such date (and accordingly the term) may be extended only and only if the conduct of elections is delayed for reasons or circumstances beyond the control of the Governing Board and is unanimously agreed upon by all the members of the Governing Board to further extend the term (which shall not exceed a period of further six months). The initial and interim Regional Committee/s or City Committee/s shall promote the enrollment of the Ordinary Members and/or Special Members (including by soliciting or assigning responsibilities for batch-wise representatives or regional or city-wise representatives or representatives from law firms or law offices or representatives from various courses, degrees or diploma holders from NLSIU or any other mode of promoting enrolment of Members), and under the aegis of the initial and interim Governing Board conduct or cause to be conducted elections for membership of the Regional Committee or the City Committee as the case may be, and shall vacate their office on conclusion of the election of the members. Nothing shall prevent the initial & interim members of the Regional Committee/s or the City Committee/s or initial & interim members of the Governing Board from standing for the elections.
- (iii) The Regional Committee/s and the City Committee/s shall operate under the general directions and supervision of the Governing Board and shall undertake only those objects and activities to be specifically performed by them under the Trust Deed. The Regional Committee/s and the City Committee/s shall act in accordance with the rights and powers conferred hereunder and shall be subject to the duties and limitations stipulated herein.

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*Prilla Kutty*  
*Kunal Ambash*





- (iv) The Regional Committee/s and the City Committee/s, which shall have a minimum of 5 members and a maximum of 15 Members (**"Committee Members"**).
- (v) The Committee Members shall among themselves select or elect a Chairperson of the Regional Committee or the City Committee as the case may be.
- (vi) The Chairpersons of each of the Regional Committee/s and the City Committee/s shall comprise **the Council of Regional and City Chapters** (unless a Regional Committee or a City Committee designates another member to be a member of such Council).

(b) **TERM OF THE REGIONAL COMMITTEE OR CITY COMMITTEE AND COUNCIL OF REGIONAL AND CITY CHAPTERS**

The Members of the Regional Committee or a City Committee and of the Council of Regional and City Chapters shall hold office for term of three years from the date of election.

(c) **ELIGIBILITY**

- (i) Only an Ordinary Member will be eligible to be elected to the Regional Committee or the City Committee if:
  - (A) he/she has been a Member for more than 3 months,
  - (B) he/she is an Ordinary Member and has been residing in the area where the Regional and City Chapter will undertake its activities for more than a period of 3 months and has the intention of residing there in the foreseeable future (**"Resident Member"**).
- (ii) Employees of the trust shall not be eligible to stand for election to become a Member of the Regional Committee or the City Committee.
- (iii) Existing Members of the Regional Committee or the City Committee will not be eligible to stand for re-election if they have served two consecutive terms as a member on the Committee/s. Provided however they will be eligible for election again after the expiry of one Term i.e. three years after the expiry of two consecutive terms.

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*Smilla Muddy*  
*Kunal Ambash*



(d) **RESIGNATION, CESSATION OF BEING MEMBER OF COUNCIL OF REGIONAL AND CITY CHAPTERS**

(i) **RESIGNATION**

Subject to the provisions of Article 6.2(g), the Member of the Regional Committee or the City Committee (or a Member of the Council of Regional and City Chapters) hereof may retire or resign at any time without assigning any reason provided that they shall have given at least one month's previous notice in writing to such Committee or Council, as the case may be, in that behalf. The retirement or resignation of the Member of the Regional Committee or the City Committee or the Council of Regional and City Chapters shall be effective only after a new the Member of the Regional Committee or the City Committee or the Council of Regional and City Chapters has been appointed in terms of Article 6.2(g). All costs and expenses incurred or occasioned by such retirement shall be borne by such retiring Member of the Regional Committee or the City Committee or the Council of Regional and City Chapters.

(ii) **REMOVAL AND CESSATION AS A MEMBER OF THE REGIONAL COMMITTEE OR THE CITY COMMITTEE OR THE COUNCIL OF REGIONAL AND CITY CHAPTERS**

A member shall be removed or cease to be a Member of the Regional Committee or the City Committee or the Council of Regional and City Chapters under the following circumstances:

- (A) if he/she ceases to be a Member as per Article 4.4.
- (B) Within one month of shifting his/her residence from the city/region where the Regional and City Chapter operates.

(iii) **REMOVAL OF A REGIONAL COMMITTEE OR THE CITY COMMITTEE OR THE COUNCIL OF REGIONAL AND CITY CHAPTERS MEMBER.**

The Regional Committee or the City Committee or the Council of Regional and City Chapters, as the case may be, may by resolution, suspend or remove from membership any member of the Regional Committee or the City Committee or the Council of Regional and City Chapters (as applicable), if the conduct of such member has, in the opinion of the Regional Committee or the City Committee or the Council of Regional and City Chapters (as applicable), 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 number of members of the Regional Committee or the City Committee or the Council of Regional and City Chapters, and is also informed forthwith to the Governing

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*Kunal Ambash*



Board and the proposal to do so and its outcome shall be notified to the Resident Members of the concerned Regional and City Chapter on such Chapter's NLSIU Alumni Facebook group, NLSIU Alumni LinkedIn group and/or on the alumni website (upon the same being established & becoming operational).

(e) **ELECTIONS TO THE REGIONAL COMMITTEE OR THE CITY COMMITTEE**

- (i) At least 90 days before the expiry of the Term of the Regional Committee or the City Committee, the Regional Committee or the City Committee shall notify the Governing Board and on the NLSIU Alumni Worldwide Facebook group, NLSIU Alumni Worldwide LinkedIn group, the relevant Regional and City Chapters Facebook and LinkedIn groups and/or on the alumni website (upon the same being established & becoming operational) and also convene a Regional and City Chapter Meeting in the city where the Regional Committee or the City Committee operates. Ordinary Members who are Resident Members of the Regional and City Chapter shall be entitled to attend the Regional and City Chapter Meeting. At least thirty (30) days' Notice of the Resident and City Chapter Meeting shall be given by the Regional Committee or the City Committee (on the NLSIU Alumni Worldwide Facebook group, NLSIU Alumni Worldwide LinkedIn group, the relevant Regional and City Chapters Facebook and LinkedIn groups and/or on the alumni website (upon the same being established & becoming operational) to the Resident Members to enable them to attend the Regional and City Chapter Meeting.
- (ii) The agenda for the Regional and City Chapter Meeting shall include:
  - (A) Providing the Resident Members an overview of the work done by the Council in the previous three years, and
  - (B) To elect new Members to the Regional Committee or the City Committee.
- (iii) Resident Members wishing to be appointed as a member of the Regional Committee or the City Committee should file their nomination in the prescribed format ("**Nomination Form**") electronically. The Regional Committee or the City Committee and the Governing Board must receive the Nomination Form at least fifteen (15) days prior to the date of the Regional and City Chapter Meeting.
- (iv) If the number of candidates wishing to become members of the Regional Committee or the City Committee, exceeds the number to be elected, elections will be held at the Regional and City Chapter Meeting and the candidates getting the maximum number of votes at the meeting shall become the new members

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of the Regional Committee or the City Committee. The votes shall be cast by the Resident Members by way of a show of hands.

- (v) A Regional and City Chapter Meeting shall have a valid quorum if eight (8) Resident Members are present at the Meeting. If within half an hour from the time appointed for the Regional and City Chapter Meeting, the quorum is not present, the meeting shall stand adjourned to the same day in the following week at the same time and place and if at such adjourned meeting a quorum is not present within half an hour from the appointed time of the meeting, the Resident Members present shall form the quorum.
- (vi) The Chairperson of the Regional Committee or the City Committee (or a member of such Committee in the absence of the Chairperson) shall preside over the Regional and City Chapter Meeting.
- (vii) At the Regional and City Chapter Meeting, every Resident Member present shall be entitled to vote and shall have one vote.

(f) **MEETINGS AND QUORUM OF THE REGIONAL COMMITTEE OR THE CITY COMMITTEE**

- (i) Meetings of the Regional Committee or the City Committee shall be held at least once in twelve (12) months or at such shorter duration as maybe considered necessary by a majority of the Members of the Regional Committee or the City Committee at such place and also by video conference or telephonic conference as may be determined by the Regional Committee or the City Committee.
- (ii) At least half of the Members of the Regional Committee or the City Committee should be present in person or may participate by video conference or telephonic conference at the meeting for it to constitute a valid quorum.
- (iii) Unless specified herein, all decisions at the Regional Committee or the City Committee shall be taken by a majority of the Regional Committee or the City Committee. In the event of a tie, the matter shall be referred to the Governing Board for its decision.
- (iv) It is clarified that for purposes of quorum and otherwise, the meetings of the Regional Committee or the City Committee may be conducted in person or over video conference or through telephonic conferences, and as often as required for the effective governing of the Trust.

(g) **CASUAL VACANCIES**

- (i) In the event of retirement of a Member of the Regional Committee or the City Committee and/or a Member of the Regional Committee or the City Committee ceasing to hold office, a new member ("New Committee Member") shall be

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appointed by a majority of the Members of the Regional Committee or the City Committee.

- (ii) No person shall be appointed a New Committee Member if;
- (A) If the Person does not meet the eligibility criteria specified in Article 6.2(c)
  - (B) Such Person has been found to be insolvent;
  - (C) Such Person has voluntarily filed for bankruptcy proceedings with appropriate authorities;
  - (D) If any winding up or similar proceedings has been initiated against such Person by any third party, which proceeding has been continuing for a period beyond one year from the date of such proceeding being admitted into a court of law or any other appropriate authority
- (iii) The New Committee Member shall have the same powers, authorities and discretion and shall in all respects act and be liable as if originally appointed as a Member of the Regional Committee or the City Committee under this Trust Deed.

(h) **DISSOLUTION OF A REGIONAL AND CITY CHAPTER**

In the event that the Regional and City Chapter or its Regional Committee or the City Committee is found to be dormant or is committing irregularities or is otherwise functioning in a manner that is prejudicial to the best interest of the Trust, the Governing Board may, after issuing a notice to and affording an opportunity to be heard to the relevant Regional and City Chapter, dissolve the Regional and City Chapter and its Regional Committee or City Committee as the case may be.

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## ARTICLE VII: ACCOUNTS AND AUDITS

### 7.1 ACCOUNTS AND AUDITS

The Governing Board shall maintain and/or cause to be maintained proper books of accounts, documents and records of the Trust and with respect to the Trust Fund to give a true and fair view of the affairs of the Trusts, and shall appoint or cause to be appointed a duly qualified auditor, as approved or authorized by the Governing Board and get the accounts audited by such auditor, in accordance with applicable laws. The accounting year of the Trust shall be the financial year ending on March 31 of every year.

The first such audit report shall be for the period from the date of establishment of the Trust until March 31, 2016 and shall be submitted to the Settlers and to the Governing Board and be made available on the NLSIU Alumni Worldwide Facebook group, NLSIU Alumni Worldwide LinkedIn group and/or on the alumni website (upon the same being established & becoming operational) and/or on another other modes and mediums and/or on another other modes and mediums for connecting the alumni & communicating with the alumni.

Thereafter the audit report shall be prepared at periodic intervals (not exceeding one year starting from April 1 and culminating on March 31 of the following year), and shall be submitted to the Governing Board and be made available on the NLSIU Alumni Worldwide Facebook group, NLSIU Alumni Worldwide LinkedIn group and/or on the alumni website (upon the same being established & becoming operational) and/or on another other modes and mediums and/or on another other modes and mediums for connecting the alumni & communicating with the alumni.

Such audited reports shall also be filed with any authorities as required under the applicable laws.

The Ordinary Members by passing a resolution of a majority of the Ordinary Members voting for such a resolution as compared to those voting against the resolution, using the Voting Procedure shall be entitled, if required to do so, or considered necessary and appropriate to do so, to:

- (a) Appoint or cause to be appointed a duly qualified auditor or other person and get the accounts further audited or inspected or examined by such auditor or person, in accordance with applicable laws, and
- (b) To require and obtain periodic report or certification as may be specified from time to time by the Members in such a resolution or by any applicable law.

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**ARTICLE VIII: DISCHARGE OF THE GOVERNING BOARD, COUNCIL OF REGIONAL AND CITY CHAPTERS OR THE REGIONAL COMMITTEE OR THE CITY COMMITTEE**

The Governing Board or the Council of Regional and City Chapters or the Regional Committee or the City Committee, as applicable, shall stand discharged from their office if three-fourths of the Ordinary Members favour the winding up of the Trust using the Voting Procedure or if any order of winding up of the Trust is passed by any court or any order of suspension, removal or dismissal of the Governing Board or the Council of Regional and City Chapters or the Regional Committee or the City Committee, as applicable, is passed by any authority under the applicable laws.

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## ARTICLE IX: MISCELLANEOUS

### 9.1 AMENDMENT OF THE TRUST DEED

Upon a resolution being passed by a greater number of Ordinary Members than those opposing it, using the Voting Procedure, and after complying with the requirements of applicable laws including without limitation obtaining permission from any statutory authorities including income tax authorities in this regard, by an instrument in writing, the Governing Board may, through a resolution, modify, alter, add to or amend any of the provisions of this Trust Deed or the Trust and powers herein contained. Provided no amendments shall be made that have the effect of:

- (a) Making the Trust revocable;
- (b) Taking away the public charitable nature of the trust; and
- (c) Providing benefits to the Settlers, the Governing Board or their Relatives.

Furthermore and independently, the Governing Board is authorized to make such changes or amendments as are necessary in terms of applicable laws or in order to procure Authorisations.

Notwithstanding the generality of the above, no amendment to the Trust shall be made which may prove to be repugnant to the provisions of Section 2(15), Section 11, Sections 12, Section 12A, Section 12AA, Section 13 and Section 80G of the Income Tax Act, 1961 as amended from time to time. Further such amendments will be carried out only with the approvals of any authorities as required under the applicable laws, including the approval of the Commissioner of Income Tax having jurisdiction over the Trust, if required or applicable.

### 9.2 GOVERNING LAW AND JURISDICTION

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

### 9.3 SEVERABILITY

If at any time 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.

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*Kunal Ambash*





#### 9.4 NOTICE

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

The address of the members of the Governing Board, the Council of Regional and City Chapters or the Regional Committee or the City Committee, for the purposes of this Article and the Trust Deed shall be as intimated to the Trust, at the time of appointment of such person to the Governing Board or the Council of Regional and City Chapter or the Regional Committee or the City Committee, as the case may be, unless otherwise a change of address has been intimated in writing.

Any notice or other instruction to be given or issued to the Governing Board has to be given or issued to every Governing Board Member. Any notice or other instruction to be given or issued to the Council of the Regional and City Chapter has to be given or issued to every Member of the Council of the Regional and City Chapters. Any notice or other instruction to be given or issued to the Regional Committee or the City Committee has to be given or issued to every Member of the Regional Committee or the City Committee.

A notice served by post shall be deemed to be served seventy-two (72) hours after the posting, provided that any communication shall always be additionally notified by email or fax to the Parties, which/who are not resident in India.

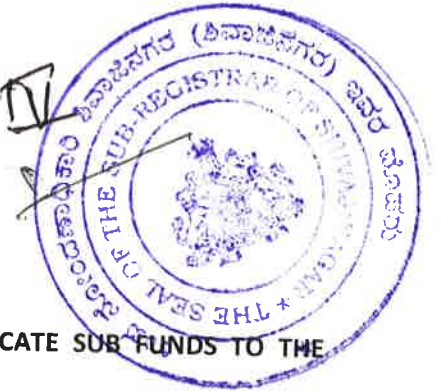
#### 9.5 LIABILITY OF SETTLOR, GOVERNING BOARD, COUNCIL OF THE REGIONAL AND CITY CHAPTER, THE REGIONAL COMMITTEE OR THE CITY COMMITTEE ETC

Notwithstanding anything contained in this Trust Deed, no Person (including but not limited to the officers or other functionaries of the Trust, the Beneficiaries and the Contributors) shall have any recourse to the Settlers, the Governing Board or its members or the Council of the Regional and City Chapter or its members or the Regional Committee/s or the City Committee/s or their members for or on account of any reason whatsoever other than for gross negligence, willful misconduct or breach of trust/fiduciary duties.

#### 9.6 There are no immovable or moveable properties as on date of execution of the Trust Deed other than the Trust Fund.

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*Pranab*

*Prithvi Muttu*  
*Kunal Ambash*



**SCHEDULE 1**

**(BEING THE MANNER IN WHICH THE GOVERNING BOARD SHALL ALLOCATE SUB FUNDS TO THE REGIONAL AND CITY CHAPTERS)**

- (a) All Contributions, joining contribution, annual/semi-annual/quarterly/lifetime membership contributions and other income that may accrue to the Trust from its Permitted Investments will be received by the Trust and deposited into the Trust Fund.
- (b) The Governing Board shall set up Sub-Funds in the Trust Fund, for the respective Regional and City Chapters, where it will allocate funds to the respective Regional and City Chapters in the manner specified herein.
- (c) The Governing Board shall allocate to the Regional and City Chapters such percentage of the joining contribution and recurring contribution payable by the Members to the Trust Fund as it determines appropriate. The proportion of the contributions received by each of the Regional and City Chapters will be pro-rated based on the total number of Members who currently reside in the city and/or region where the Regional and City Chapter operates. The percentage of the joining contribution and recurring contribution payable to the Regional and City Chapters from the Trust Fund may be modified if a majority of the Members, voting for such a resolution as per the Voting Procedures, alter the percentage specified herein.
- (d) The Regional Committee or the City Committee, may utilise the Sub-Funds allocated to their Regional and City Chapter, for any of the objects and activities of the Trust that are to be undertaken by the Regional and City Chapters under the Trust Deed.
- (e) The Regional and City Chapters will be allowed to use the monies allocated to them in the Sub-Fund towards all costs, charges and expenses incurred for the operation and execution of the objects of the Trust to be undertaken (including all acts, deed and things done/to be done incidental or ancillary to the objects of the Trust) by the Regional and City Chapters under the Trust Deed, provided however the Regional and City Chapter shall provide all receipts and details of the expenditure to the Governing Board, as maybe required by them, from time to time, to maintain their books of accounts, documents and records and for the purpose of the audit or otherwise.

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*Kunal Ambash*

**SCHEDULE 2**

**(BEING THE OBJECTIVE AND ACTIVITIES OF THE TRUST INCLUDING THE ADDITIONAL AND ANCILLARY OBJECTS OF THE TRUST TO BE UNDERTAKEN BY THE GOVERNING BOARD AND/OR THE REGIONAL AND CITY CHAPTERS IN THE MANNER SPECIFIED HEREIN)**

**2(A) OBJECTS AND ACTIVITIES OF THE GOVERNING BOARD AND/OR REGIONAL AND CITY CHAPTERS**

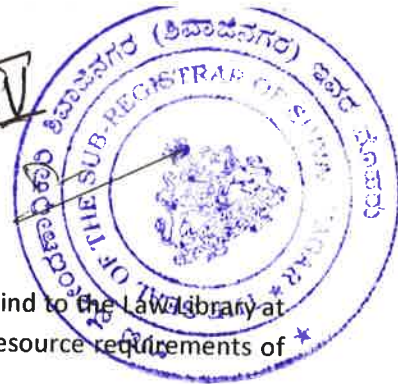
In addition to the key or primary objects and the activities of the Trust which may be undertaken by the Governing Board (and/or the Regional and City Chapters, in their respective regions or cities, as applicable), the other key or primary objects and activities of the Trust shall include:

- (a) Promoting an active network of alumni of NLSIU and fraternization among the NLSIU alumni, their friends, families and well-wishers, and undertaking get-togethers, social interactions and networking events of the Ordinary Members and the Special Members, and/ or their friends and families and well-wishers. or holding lectures, cultural activities and literary & debating activities for or by Ordinary Members and the Special Members, or their friends and families and well-wishers, at such frequency or with such intervals, as determined appropriate or necessary, and/or with such other persons from the legal fraternity or otherwise, as determined appropriate or necessary, from time to time.
- (b) Facilitating and supporting NLSIU, its students, teachers and other stakeholders in the areas of legal education, career development and community service and supporting academic excellence at NLSIU by encouraging, coordinating and enabling the involvement of by Ordinary Members and Special Members (or such other persons as determined appropriate or necessary) at NLSIU in, inter alia, (i) curriculum review, development, improvement and enhancement to improve and enhance the legal education provided at NLSIU, (ii) giving guest lectures at NLSIU or to the student body and teachers to further the legal education provided at NLSIU (iii) providing additional credit courses to the students at NLSIU.
- (c) Facilitating and supporting NLSIU by involving Ordinary Members and Special Members (or such other Persons as determined appropriate and necessary) in identifying, evaluating and recommending people to key posts in NLSIU including persons to be appointed as permanent faculty, the vice-chancellor, registrar AND other administrative staff at NLSIU.
- (d) Facilitating and supporting NLSIU, its students, teachers and other stakeholders by enabling, encouraging and providing impetus to Ordinary Members, Special Members and/or such other Persons as determined appropriate to: (i) institute of chairs and/or

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*Kunal Ambash*



endowments and awards at NLSIU, (ii) contribute in money or kind to the Law Library at NLSIU and/or (iii) contribute to or supplement other learning resource requirements of NLSIU or its student body.

- (e) Promoting, networking and lobbying to encourage and enable Ordinary Members and/or Special Members to seek representation on NLSIU's general council / executive council / academic council and the student body of NLSIU (which would require legislative changes that would be pursued peaceably and persistently, and on securing the same, identifying & recommending such Ordinary Member/s or Special Member/s to such councils).
- (f) Facilitating internships of the students of NLSIU, recruitments of graduating students of NLSIU, and the pursuit of higher or further studies in India or abroad by the students of NLSIU, and Promote the advancement of the alumni in their chosen profession, occupation or vocation and to celebrate their achievements and contributions.
- (g) Facilitating and supporting NLSIU, its students, teachers, stakeholders and the Ordinary Members and/or Special Members in the areas of legal education, legal reform and policy research by (i) organising, dialogues, debates and seminars on topics including but not limited to legal reform, legal literacy, legal education and policy research (ii) organizing moot court competitions in India or abroad, (iii) enabling the participation of students, teachers, stakeholders and the Ordinary Members and/or Special Members in national or international moot courts competitions, legal seminars and meetings.
- (h) Facilitating, encouraging and enabling Members of the Alumni Association or such other Persons it deems appropriate or necessary in providing financial award, aid, assistance and support for, inter alia, (i) scholarship support to deserving students at NLSIU including those who have secured admission to NLSIU (which scholarship support shall include tuition contribution, hostel contribution or mess charges or for purchase of books or laptops or tablets or other learning resources or stipend for necessities of living), (ii) stipend to Ordinary Members, of such vintage as determined appropriate or necessary, who choose to practice in trial or other courts, or with NGOs or in the alternate sector (or are otherwise in need of aid) of such amounts and for such period as determined appropriate or necessary, on such terms as determined appropriate or necessary, (iii) stipend to teachers and faculty of NLSIU, of such vintage as determined appropriate or necessary, in need of aid of such amounts and for such period as determined appropriate or necessary, on such terms as determined appropriate or necessary, (iv) NLSIU student body activities such as mooting (or participation in moot court competitions in India or abroad), legal literacy programs, clinics, outreach programs, cultural activities, literary & debating activities, recruitment coordination committee, or other activities and initiatives of the Student Bar Association of NLSIU, (v) entrepreneurial activities or initiatives by Ordinary Members or Special Members as determined appropriate or necessary, on such terms as determined appropriate or

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*Smriti Murthy*  
*Kunal Anubash*





necessary, (vi) institute awards and prizes for faculty, staff, students and alumni of NLSIU as well as such other persons deemed appropriate to recognize their contributions to the society, community or causes espoused, and to promote academic excellence, legal research and papers, and professional excellence at NLSIU and elsewhere, and (vii) for all objects and activities described in (a)-(e) above.

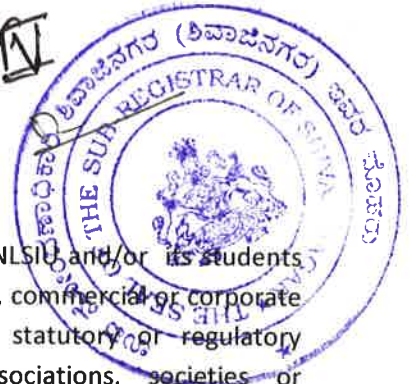
In furtherance to the abovementioned, the additional or ancillary objectives of the Trust undertaken both by the Regional Committees or the City Committees and/or the Governing Board shall include:

- (a) Organise get-togethers, parties, social interactions, networking events, literary, cultural and debating activities, conferences, seminars, meetings etc to encourage the networking and fraternization of Ordinary Members and/or the Special Members, and/or their friends, families and well wishers.
- (b) Organise fundraisers, networking events, awareness campaigns etc. for its Members, and for the people in the legal fraternity and/or for such other Persons it deems appropriate and necessary to enable it to further the objects specified in the Trust Deed.
- (c) Facilitate, promote, encourage and enable, (i) studies and research being undertaken by its Members (ii) activities undertaken by NLSIU, its students, teachers and other stakeholders in the area of legal education, legal literacy, legal outreach, policy research, legal reform, etc, either by raising funds for the study, research and/or activity or by promoting and/or showcasing the same in the manner it deems appropriate and proper.
- (d) Facilitate, promote, encourage and enable Members and/or NLSIU and/or its students and teachers (i) To set up, establish, promote, incubate and run organizations, institutions, research centers for undertaking collaborative/contract research, surveys and investigations of all matters (including statistical surveys) in any way affecting the Indian legal fraternity, the legal profession, legal services, legal education, delivery of justice or access to justice (ii) to publish and disseminate the useful results of such research, surveys and investigations (iii) undertake other activities in any of the areas mentioned in above with no intention to distribute the surplus and profits if any.
- (e) Facilitate, promote, encourage and enable Members and/or NLSIU and/or its students and teachers to take part in training, seminars, conferences, workshops, study tours on any matter and subjects related to the areas of legal education, legal reform, legal literacy etc.
- (f) Facilitate, promote, encourage and enable the institution of awards, scholarships, prizes and grants to students of NLSIU and/or its Members or otherwise.

*Frank*  
*Samy*

*Pritha Dutt*  
*Kunal Ambash*





- (g) Facilitate, promote, encourage and enable Members and/or NLSIU and/or its students and teachers to hold conferences, seminars or meetings with, commercial or corporate organizations, Government departments or organisations, statutory or regulatory authorities, non-governmental organisations, trusts, associations, societies or individuals, on any matters and subjects related to of legal education, legal reform, legal literacy etc.
- (i) Facilitate, promote, encourage and enable Members and/or NLSIU and/or its students and teachers to take steps which may be necessary for promoting, supporting or opposing any legislation affecting the interests of the legal fraternity, the legal profession, legal services, legal education, delivery of justice or access to justice by any Government Central, State or otherwise or any department thereof, or by any local body or any other public or semi-public body or officers, and in general to take the initiative and/or join in taking any collective action to secure protection and development of the legal fraternity, the legal profession, legal services, legal education, delivery of justice or access to justice, in all respects provided however that the Trust, the Governing Board Members and the Council Members or the Members of the Regional Committee/s or the City Committee/s acting on behalf of the Trust shall remain apolitical on the aforementioned issues.
- (j) Facilitate, promote, encourage and enable Members and/or NLSIU and/or its students and teachers to make representations to Central or State Governments or local or public or semi-public authorities, executive or legislative, on any matter directly or indirectly affecting the legal fraternity, the legal profession, legal services, legal education, delivery of justice or access to justice provided however that the Trust nor the Governing Board Members and the Council Members or the Members of the Regional Committee/s or the City Committee/s acting on behalf of the Trust shall at all times remain apolitical on the aforementioned issues.
- (k) To issue appeals, hold public meetings and take such other steps as may be required for the purpose of procuring contributions to the funds of the Trust in the shape of donations, subscriptions or otherwise.

And generally to do all other lawful things as are incidental, conducive or necessary to the attainment of the aforesaid objects or any of them.

*Frank*  
*Santhosh*

*Shritha Dutty*  
*Kunal Anubash*



## 2(B) OBJECTS AND ACTIVITIES OF THE GOVERNING BOARD

The other key or primary objects and the activities of the Trust which may be undertaken only by the Governing Board (or by Councils constituted by it) shall include:

- (a) Undertaking the publishing of (i) newsletters and/or yearbooks (in electronic or print form) featuring inter-alia alumni in news, careers and/or personal status updates, job postings or short term assignments, etc (ii) Alumni Directory (in electronic or print form) which will provide a database of Members by region/city, batch, occupation, name, etc., (iii) annual reports (consolidating the report on activities of the various Regional & City Chapters and the Governing Board), (iv) newsletters showcasing and creating awareness about the achievements and contributions of NLSIU alumni among the general public and within the bar and the bench in India and abroad.
- (b) Facilitating and encouraging the publishing of papers and writings of the Ordinary Members or the Special Members, or periodicals, magazines, books, leaflets or other documents or films or recorded tapes, either in electronic, analog or print media published by the Members.
- (c) Framing a policy by the Governing Board to identify suitable alumni who can be the invitees to faculty meetings and to the Academic Council of NLSIU for helping contribute to curriculum development or for the Governing Board to constitute a Council in this behalf. This policy or the Council may be reviewed and revised by the Governing Board, from time to time, as required to improve the contributions to such curriculum development.
- (d) Facilitating and working together with NLSIU, and its administration, for NLSIU obtaining due support and assistance through the Trust, as also envisaged by the University Grants Commission and the National Assessment and Accreditation Council of India for Higher Education Institutions, and serving to provide to other Higher Educational Institutions and Universities and their alumni associations a model approach.
- (e) Establishing and maintaining of alumni website featuring some or all of the activities of the Trust, and which will act as a medium of communication between the Beneficiaries of the Trust (to substitute/supplement/complement the NLSIU Alumni Worldwide Facebook group, NLSIU Alumni Worldwide LinkedIn group or other modes and mediums for connecting the alumni).

In furtherance to the abovementioned, the additional or ancillary objectives of the Trust undertaken by the Governing Board shall include:

- (a) To borrow, raise or take up money with or without interest either upon or without security incidental to the attainment of the aim and the objectives of the Trust provided if the value of the borrowing exceeds an amount of Rupees Ten lac (Rs 10,00,000/-), the

*Pranish*  
*Sanyal*

*Smitha Murthy*  
*Kunal Ambash*

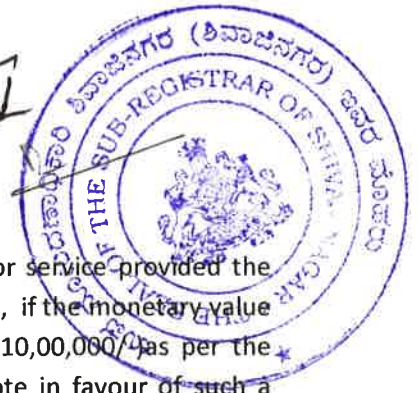


Governing Board seeks the approval from the Ordinary Members, as per the Voting Procedure, and a majority of the Ordinary Members vote in favour of such a resolution as compared to those voting against the resolution.

- (b) To lend money, with or without interest, (with or without security) for any maturity period, in any form whatsoever including by way of loans, advances to any person other than persons specified under section 13(3) of the income-Tax Act, 1961 (as amended from time to time) or to stand guarantee for any financial facility given at the behest of the Trust and also to offer any of the assets of the Trust as security or collateral and security to any persons, firm of Companies, at all times such lending or providing guarantee or furnishing security be incidental to the attainment of the aim and the objectives of Trust provided if the value of the lending or transaction exceeds an amount of Rupees Ten lac (Rs 10,00,000/-), the Governing Board seeks a vote on the proposal from its Ordinary Members, as per the Voting Procedure, and a majority of its Ordinary Members vote in favour of such a resolution as compared to those voting against the resolution.
- (c) To open account in the name of the Trust with a bank of banks, to operate such account and give instructions to the bank and to provide for opening and operation of such account by one or more of the persons.
- (d) To constitute Councils as per the terms of the Trust Deed, employ and pay any person or persons to supervise, assist, organise, aid and advise and carry on the work of the Trust and make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows/widowers and other dependents.
- (e) To insure and arrange insurance cover for, and to indemnify its officers, servants and voluntary workers and those of its members from and against, all such risks incurred in the course of the performance of their duties as may be thought fit.
- (f) To pay out of the funds of the Trust the costs, charges and expenses of and incidental to the formation and registration of the Trust.
- (g) To accept any bequest, device, gift or donation whatsoever whether of money or of property of any description, and to apply the same or the proceeds of sale or realisation from thereof for the purpose of furthering the objects of the Trust, or to invest some of such proceeds in the Permitted Investments and apply the income arising therefrom for any of the purposes of the Trust.
- (h) To sell, manage, develop, exchange, lease or let, under-lease, sub-let, mortgage, dispose of, turn to account or otherwise deal with all or any part of the property of the Trust, including but not limited to licensing, for consideration, of the logo, name or brand of the Trust to any person for use inter alia in creation of / manufacture, distribution or

*Ramprasad*

*Pratima Muthy*



sale of souvenirs, memorabilia or other articles of commerce or service provided the Governing Board seeks a vote on the proposal from its Members , if the monetary value of the transaction exceeds an amount of Rupees Ten lac (Rs 10,00,000/-) as per the Voting Procedure, and a majority of its Ordinary Members vote in favour of such a resolution as compared to those voting against the resolution.

- (i) To purchase, take on lease or hire or in exchange or otherwise to acquire any lands, buildings, easement rights in common or property, movable or immovable and to let out premises, mortgage, sell, give in exchange or dispose of the same or any part thereof provided the Governing Board seeks a vote on the proposal from its Ordinary Members , if the monetary value of the transaction exceeds an amount of Rupees Ten lac (Rs 10,00,000/-) as per the Voting Procedure, and a majority of its Ordinary Members vote in favour of such a resolution as compared to those voting against the resolution.
- (j) To acquire by gift, donation, purchase, or take on lease or licence or hire, or otherwise, lands and all other property movable or immovable or any rights or privileges, which the Trust for the purposes thereof may from time to time think proper to acquire provided the Governing Board seeks a vote on the proposal from its Ordinary Members , if the monetary value of the transaction exceeds an amount of Rupees Ten lac (Rs 10,00,000/-) as per the Voting Procedure, and a majority of its Ordinary Members vote in favour of such a resolution as compared to those voting against the resolution.
- (k) To construct upon any premises acquired for the purposes of the Trust any building or buildings for the purposes of the Trust and to alter, add to or remove any building upon any such premises provided the Governing Board seeks a vote on the proposal from its Ordinary Members , if the monetary value of the transaction exceeds an amount of Rupees Ten lac (Rs 10,00,000/-) as per the Voting Procedure, and a majority of its Ordinary Members vote in favour of such a resolution as compared to those voting against the resolution.
- (l) To establish, subscribe to, become a member of, affiliate with, co-operate with, provide secretarial facilities for, with or without remuneration, or receive aid from, any other society or company or institution, whether incorporated or not, whose objects are wholly or partly identical with or similar to those of the Trust, and procure from and to communicate to any such society or company or institution such information as may be likely to further the objects of the Trust.
- (m) To communicate with Associations and/or other commercial and public bodies throughout India and the world, and concert and promote measures for the protection and development of the legal fraternity, the legal profession and the legal services sector.
- (n) To depute or join in electing or nominating, delegates or advisers from the Ordinary Members or the Special Members, to represent the legal fraternity, the legal profession

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*Handwritten signatures: Mitha Reddy, Anil Ambash.*





and the legal services sector on national and international conferences, seminars and programs, and to initiate, consider and formulate views on subjects arising for consideration at all such conferences.

- (o) To collect donations, gifts, grants and the like from Ordinary Members and Special Members or from friends, family and well-wishers of the Trust or the alumni and to receive any money in such manner as the Trust may think fit.
- (p) To invest the money of the Trust or the funds of the Trust not immediately required in Permitted Investments.
- (q) To pursue the retrieval of funds and property of the pre-existing and otherwise defunct alumni association established as a society, which had been struck off the register of societies to the ends that such funds and property of such alumni association are transferred to and vest in the Trust.
- (r) To undertake any other activity or matter not enumerated in Schedule 2(A) hereinabove.
- (s) And generally to do all other lawful things as are incidental, conducive or necessary to the attainment of the aforesaid objects or any of them.



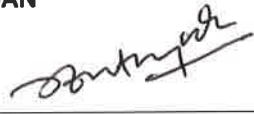
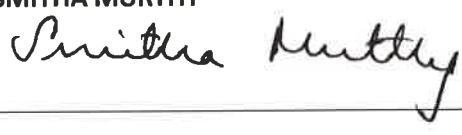

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*Smriti Kulkarni*  
*Kunal Ambash*





IN WITNESS WHEREOF 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	SIGNED AND DELIVERED BY WITHIN NAMED FIRST INITIAL AND INTERIM MEMBER
PRAMOD RAO 	 PRAMOD RAO
NITHYA NANDAN 	
SMITHA MURTHY 	
KUNAL AMBASTA 	
Place: BANGALORE	
Date: 12/6/2015	

WITNESSES:

1. NAMITA VISWANATH, E-503, ADARSH GARDENS, BANGALORE-90
2. ASLOKA ASLOKA. JAYAN: B-12

DRAFTED BY SELF

