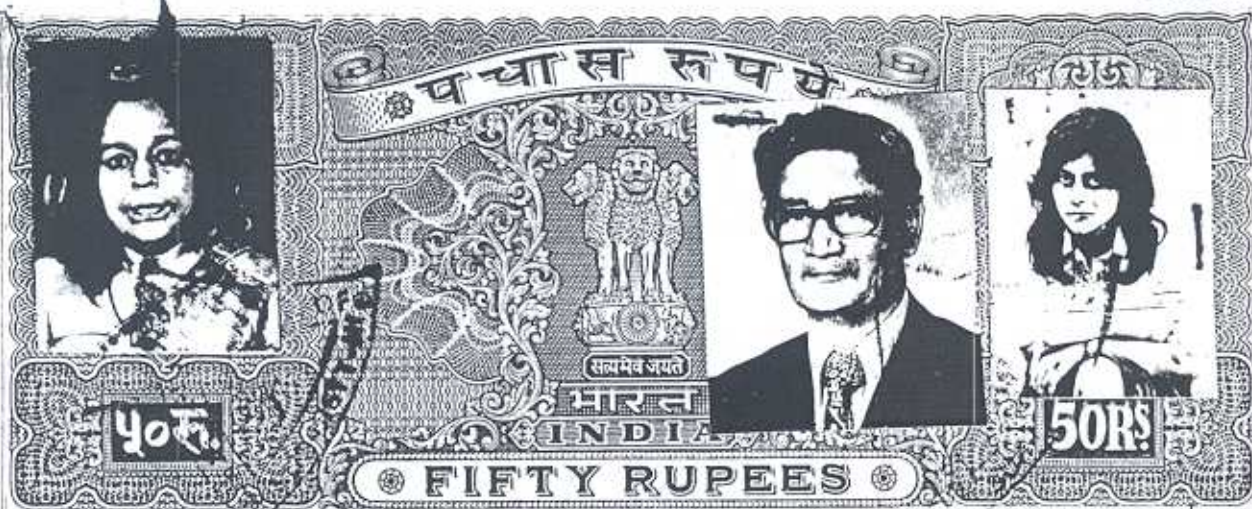


50 Rs.



DEED OF DECLARATION OF TRUST

This Deed of Declaration of Trust is made on this the 8th day of Nov, 1993 by Dr (Mrs) Tilottama C. Daswani, W/o. Dr. C.J. Daswani, R/o. 157, Sahyog Apartments, Mayapuri Vihar - I, New Delhi 110 071, (hereinafter called and referred to as the "Settlor Trustee").

WHEREAS the Settlor Trustee is desirous of creating a permanent and irrevocable Public Charitable Trust;

WHEREAS the Trustees have at the request of the Settlor Trustee agreed to be Trustees of these presents upon the terms and provisions hereinafter contained;

WHEREAS the Settlor Trustee has constituted a sum of Rs. 500/- (Rupees Five Hundred only) as initial corpus of the Trust Fund together with all the contributions, additions, accumulations and accretions to the said moneys and the conversion thereof and investments in which the same may from time to time be invested and all other movable and immovable properties and assets that may from time to time be vested in the Trustees or be received by them by way of donations or otherwise or acquired by them or may

Tilottama Daswani

[Signature]

Aditi Daswani

5384 28 10 50/

REMEDIA Trust

157, S. P. Singh App. H. H. 3 V. P. Singh & others

Trust deed
S. P. Singh & others
Trustees of Remedial Trust

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13
41

JK 28 10 52

John

Form Document of
Presented by Smt. Dr. (Mrs.) T. D. Daswani Aged 55 yrs.
W/o. Dr. C. J. Daswani Fl. 157, Sahyog Apts. Margdar Vihar, P-5,
in the office
New Delhi on
Between the hours

Stk

NEW 10

N. D.

T. D. Daswani
Aditi Daswani

Sub-Registrar
New Delhi
8-11-83

Aditi Daswani

1 Dr. (Mrs.) T. D. Daswani

(Settlor/Trustee)

and Smt. Dr. (Mrs.) T. D. Daswani
W/o. Dr. C. J. Daswani
Fl. 157, Sahyog Apts. Margdar Vihar, P-5,
New Delhi
Documents as
understand the
nature

2 Mr. R. G. Deshpande Aged 70 yrs

3 Mr. Aditi Daswani Aged 28 yrs

(Trustee)

4 Sanvir Singh W/o.

Manjari Dingra Aged 28 yrs

T. D. Daswani

Sub-Registrar
New Delhi
8-11-83

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"Certified that the left (or right
as the case may be) hand thumb
impression of the executant has
been affixed in my presence

Sub-Registrar-Jll
Extn. Counter, Vikas Sadan,
INA, New Delhi

Manjari Dingra
Adv.

Aditi Daswani

come, into their hands by virtue of these presents or by operation of law or otherwise howsoever in relation to the trust hereby created;

AND whereas with a view to and for the purposes of constituting the trust permanently as an irrevocable trust for the purposes of carrying on the objectives of the Trust as mentioned hereinafter under the Object Clause of this DEED OF TRUST it is considered desirable that for the purposes of creating of this Public Charitable Trust, the declaration of Trust should be made in the manner set out hereunder:

NOW THIS DEED OF DECLARATION OF TRUST WITNESSETH AS UNDER:

1.0 NAME CLAUSE:

That the name of the Trust shall be "Research in Media, Education, and Development Innovations and Alternatives" (^{REMEDIA} REMEDIA Trust). ^{and}

2.0 REGISTERED OFFICE CLAUSE

That the registered office of the Trust would be situated in the Union Territory of Delhi and the present address of the Trust would be 157, Sahyog Apartments, Mayur Vihar -I, New Delhi 110 091, which may be changed as and when the Trust considers to do so in the light of its needs as may be mutually decided by the Board of Trustees.

3.0 OBJECT CLAUSE:

A. Main Objects

3.01 To aid, assist, undertake, organise, conduct, establish, maintain, facilitate and promote all or any of the following activities:

(a) To undertake and/or commission research in innovations and

T.C. Jaswani

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alternatives in all applications of media, in all spheres of education, and in development communication;

- (b) To invite research in innovations and alternatives in formal education, non-formal education, open education, distance learning, special education, development education, media education;
- (c) To develop innovative training methodologies and modules in all areas of education;
- (d) To develop innovative teaching-learning materials for all aspects and stages of education;
- (e) To carry out activities, promoting innovations and alternatives in education with special reference to learning needs of gifted children as well as children with learning problems;
- (f) To work towards raising of consciousness and awareness relating to various social issues through media - written, visual and audio-visual performing arts;
- (g) To produce socially relevant documentary and feature films (16mm/35 mm) and video, and carry out all aspects of production of documentaries and feature films;
- (h) To undertake research and publish reports, books, articles on various aspects of media whether print, film, television;
- (i) To promote creative writing and also publish reports, books, and articles relating thereto;
- (j) To start a documentation centre and/or archives on education, media and development and distribute books, articles, reports etc. on the said subjects;
- (k) To develop audio-visual material and exhibitions on socially relevant issues;



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- (l) To organise seminars, meetings, workshops on all aspects of media education and development;
- (m) To provide a forum for exchange of ideas and experiences of professionals in the field of development communication and other related areas;
- (n) To specifically concern itself with the application of communication technology in education and human resource development;
- (o) To offer training courses, orientation programmes in the area of development communication;
- (p) To organise seminars, workshops, exhibitions, conferences and festivals to promote meaningful application of communication technology in education and development;
- (q) To undertake research studies and experiment with innovative applications of communication technology for prototype development;
- (r) To publish reports, papers, newsletters and other periodicals to disseminate information and knowledge in the field of Development Communication;
- (s) To associate with similar organisations having the same aims and objects;
- (t) To undertake evaluation of programmes, projects in media, education and development;
- (u) To initiate and undertake research in monitoring and information systems (MIS) for media, education and development programmes;
- (v) To initiate and undertake research in appropriate soft-ware for use in media, education and development;
- (w) To initiate and undertake research and develop programmed



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learning, material for media, education and development;

- (x) To undertake and/or commission translation from and into Indian and foreign languages of materials in media, education and development;
- (y) To develop scripts and commentaries for videos, films and audio recordings;
- (z) To do and promote any other incidental activities to further the objects of the Trust.

B. Other Objects

- 3.02 To pay to the Government or to pay to any public/local authority rent rates, taxes, assessment dues, duties and outstandings that may from time to time be levied in respect of the Trust Assets or any part thereof;
- 3.03 to defray out of the income of the Trust all expenses and all other outgoings of and incidental to the creation, maintenance, management and administration of the Trust;
- 3.04 to undertake and carry on any lawful activity for augmenting the Trust assets;
- 3.05 to accept donations (in cash or kind), subscriptions, grants, presents and to collect dividends, rents, interest and other income of the Trust fund, etc., for being utilised to further the objects thereof;
- 3.06 to invest the Trust Assets in sound profitable securities and ventures;
- 3.07 to open and maintain account or accounts of the Trust in Bank for the purpose of keeping the moneys of the Trust and to operate the same or to authorise two Trustees or others

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- to operate them;
- 3.08 to purchase or hire or to take on lease, lands, buildings and other immovable or movable properties in the name of the Trust;
- 3.09 to invest, dispose of, transfer and otherwise deal with the subject matter of the Trust in such manner as the Trustees deem fit and proper to do in carrying out the objects of the Trust;
- 3.10 to raise or borrow money required for the purpose of the Trust on a mortgage or pledge of the Trust estate or any part thereof with or without any security and at such rate of interest and on such terms as the Trustees shall think fit;
- 3.11 to take over the management of any other public or charitable institutions, project or branch of any such institution on such terms and conditions as the Trustees may deem fit and to manage such institutions;
- 3.12 to acquire by gift, purchase, exchange, lease or hire or otherwise any lands, buildings and any other property moveable and/or immovable and any estate or interest or interests for the furtherance of all or any of the objects of the Trust;
- 3.13 to invest the funds of the Trust not immediately required in deposits with nationalised Banks or with undertakings or in any securities authorised under the Income Tax Act, 1951 or other applicable laws in force from time to time;

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A. Daswani

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- 3.14 to create any Reserve Fund, Sinking Fund, Insurance Fund, Provident Fund or any other special Fund whether for depreciation or repairs, improving, extending or maintaining any of the properties or rights of the Trust and/or for recoupment of working assets and/or for benefits of the employees and for any other purpose for which the Trust deems it expedient or proper to create or to maintain any such fund or funds;
- 3.15 to do all such other lawful acts, deeds or things either alone or in conjunction with other organisations, as are incidental or conducive to the attainment of any of the above objects;
- 3.16 to provide for the welfare of the employees of the Trust;
- 3.17 to make Rules and Regulations for the conduct of the affairs of the Trust and to add, amend, vary or rescind them from time to time;
- 3.18 to accept upon such income as the Board of Trustees may think fit any grant, donation or contribution in money, kind or land or other property impressed with the Trust to carry out the objects referred to in sub-clauses 3.01 to 3.17 of Clauses A and B of para thereof PROVIDED THAT the terms upon which such grants, donations, contributions shall not in any way be inconsistent with or repugnant to the objects of these presents.

4. BOARD OF TRUSTEES

- 4.01 The management and control of the Trust and Trust properties shall vest in the Board of Trustees. The Board

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of Trustees shall comprise not less than three and more than Seven Trustees. The following shall be members of the first Board of Trustees:

1. Dr. (Mrs.) Tilottama C. Daswani, M.D.
W/o. Dr. C. J. Daswani,
R/o. 157, Sahyog Apartments,
Mayur Vihar - I,
New Delhi 110 091.
2. Mr. R. G. Deshpande,
S/o. Late Shri G. S. Deshpande,
512, Mavilla,
New Delhi 110 091
3. Miss Aditi Daswani,
D/o. Dr. C. J. Daswani,
R/o. 157, Sahyog Apartments,
Mayur Vihar - I,
New Delhi 110 091.

4.02 The aforementioned trustees shall hold their office for life.

4.03 (i) Dr. (Mrs.) Tilottama C. Daswani, shall be designated as the Managing Trustee, who shall be in-charge of the day to day affairs of the Trust.

(ii) The Managing Trustee shall have power to administer the funds of the Trust and any power exercisable by the Board of Trustees may be delegated to the Managing Trustee.

(iii) The Managing Trustee shall hold office for life or until she resigns therefrom.

(iv) The Managing Trustee shall have power to fix the terms of the other Trustees of the Trust.

(v) The Managing Trustee during her life time shall name the successor to the Managing Trustee and on her failure to do so, the successor may be appointed by the Board of



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Trustees, on such terms and conditions as the Managing Trustee or as the case may be the Board of Trustees deem fit.

(vi) The Managing Trustee shall have overall power of superintendence over the affairs of the Trust and shall have in particular, the power to operate the Bank Accounts, borrow monies for the Trust and carry out the objects of the Trust.

4.04 APPOINTMENT OF NEW TRUSTEES

If and when the Trustees of THESE PRESENTS shall die and/or desire to retire or refuse or become incapable to act in the Trust thereof or shall take the benefit of insolvency law for the time being in force and in every such case it shall be lawful for the surviving or constituting Trustee or Trustees for the time being of THESE PRESENTS, to select a new Trustee in place of the Trustee or Trustees so dying or desiring to retire or refusing or becoming incapable to act or taking the benefit of the insolvency law, and upon every such appointment or vacancy, the number of trustees for the time being of THESE PRESENTS shall not be less than three or more than seven. Provided that by the appointment of such additional Trustees or Trustee, the maximum number of Trustees ~~fixed~~ above shall not be exceeded.

4.05 EFFECT OF APPOINTMENT OF NEW TRUSTEES

On a new or additional trustee being appointed and on his/her signifying his/her acceptance in writing to the effect of his/her accepting the appointment, the Trust Property shall automatically vest in him/her alongwith the

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other trustees for the time being and he/she will be entitled to carry out all the duties and functions of a trustee without any other deed or writing.

5.00 POWERS OF BOARD OF TRUSTEES

5.01 Without affecting the generality of powers and functions of the trustees to manage and administer the trust, the Board of Trustees shall have the following functions:-

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

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

(iii) To appoint or make provision for the appointment of a sub-committee of trustees and/or others to attend to or



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supervise or conduct specified jobs or functions or trust matters in such manner and subject to such rules and regulations as the trustees may prescribe.

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

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

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

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



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or public institutions on such terms as they think fit and may manage such institutions.

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

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

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

5.07 The trustees shall be at liberty to sell such portion or portions of the movable or immovable properties forming part of the Trust Estate either by public auction or by



private contract at such price or prices and on such terms and conditions relating to title or otherwise in all respects as they may in their absolute discretion think fit and to rescind or vary any contract for the sale thereof and to resell the same without being answerable for any loss occasioned thereby and to execute all conveyances or other assurances and to pass valid and effectual receipts and discharges for all moneys received by them.

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

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

5.10 The trustees may manage or supervise the management of any lands, hereditaments, and premises for the time being comprised in the Trust Estate or any part thereof with

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power to erect, pull down, re-build, add to alter and repair houses and other buildings and to build drains and make roads and fences and otherwise to improve and develop and to cultivate or cause to be cultivated all or any of the said lands, hereditaments and premises and to insure houses buildings against loss or damage by fire and/or other risks or to let, lease, make allowances to and arrangements with tenants, agriculturists and generally to deal with the said lands, hereditaments and premises as they may deem fit in their absolute discretion.

- 5.11 The trustees may appoint Secretaries, Managers, Lawyers, Solicitors, Auditors, Architects, Engineers, Surveyors, or other employees for the purpose of management and supervision of the Trust Estate, for collection of rents effects and profits for keeping the accounts and records and for other purpose of the trust.
- 5.12 The trustees may establish its office at such place or places and may change such places from time to time as they may think fit.
- 5.13 The trustees may demise the immovable property or properties for the time being and from time to time belonging to the trust either from year to year or for any fixed term or for any term of years or on monthly tenancies at such rent and subject to such covenants and conditions as they may think proper and also accept surrenders of lease and tenancies and generally manage the same in such manner as they think proper.
- 5.14 The trustees shall have full power to compromise or

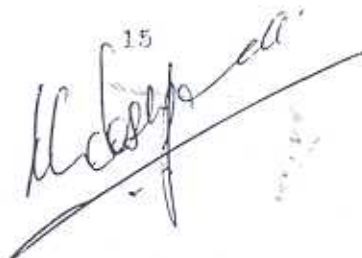
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compound all actions, suits, and other proceedings and settle differences and disputes touching the Trust Estate and/or the Trust Properties and to refer any such differences or disputes to arbitration and to adjust and settle all accounts relating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

- 5.15 The trustees may join, co-operate and amalgamate the trusts created by these presents or any portion thereof with any trust or institution having allied and or similar objects upon such terms as they may in their absolute discretion think fit.
- 5.16 The trustees may from time to time frame schemes and rules and regulations to carry out the objects of the trust and for managing the affairs of the trust and otherwise for giving effect to the objects and purposes of the trust and to vary the same from time to time as the trustees may in their discretion deem fit and proper.
- 5.17 The receipts granted by the trustees or any one or more of them for any moneys, stocks, funds, shares, securities or investments paid, delivered or transferred to them in exercise of the trust or powers hereof shall effectually release and discharge the person or persons paying, delivering or transferring the same therefrom and from seeing or from being bound to see the application thereof or being answerable for the loss or misapplication thereof.



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5.18 The trustees shall be entitled at their discretion from time to time to start, discontinue, abolish and re-start any charity or charitable institution, to impose any condition or conditions to any subscription or donation made by them and to earmark any portion of the Trust Property or income for any particular object or objects.

5.19 The trustees may reimburse themselves and pay and discharge out of the Trust Fund all expenses incurred by them in or about the execution of the trust or any of their duties under these presents including travelling expenses.

6. GENERAL

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

6.02 POWERS TO DETERMINE ALL THE MATTERS OF DOUBTS OF DIFFICULTY

It shall be lawful for the Board of Trustees to settle and determine all matters of interpretation of THESE PRESENTS as well as matters of difficulty, doubt or dispute and all questions arising in the course of, incidental to the administration, management and execution of the trust and powers of THESE PRESENTS and any such settlement or determinations (alongwith the question involved may not have been actually raised) shall be valid, binding and conclusive and shall not be objected to or reopened upon any ground whatsoever.

6.03 POWERS TO MAKE RULE/BYELAWS

It shall be competent for the Trustees from time to time to make rules and byelaws not inconsistent with the express provisions of these presents as the Trustees may deem proper for facilitating the management of the Trust, assets and the regulation and conduct of the Trust. The Trustees may from time to time repeal or alter, amend, rescind or add to such rules and byelaws.

6.04 POWERS TO AMEND THE RULES

If in the opinion of the Trustee, circumstances so require the Trustees may, unanimously make any change or changes in the rules they may consider necessary for the better management or administration of the Trust activities or for carrying out the objects of the Trust.

6.05 The Board of Trustees would be competent and empowered to do all such things as may be required for the fulfillment of the objectives of the Trust as mentioned in Clause 3.0.

7. INVESTMENTS

7.01 Investment of Trust Fund

All moneys forming part of the Trust Fund and requiring investment shall be invested on behalf of any in the name of the Trust or the Trustees to be held exclusively for the purposes of the Trust for the time being in or upon any of the securities authorised by Income-tax Act, 1961, or any other applicable law in force from time to time for investment of Trust funds or in deposits with any Scheduled Bank or Banks or central, provincial or district co-operative Banks in India.

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[Signature]

A. C. Sawani

Aditi Sawani

10.00 REMUNERATION FOR TRUSTEES FOR PROFESSIONAL SERVICES

Nothing herein contained shall disentitle a trustee to remuneration due to him/her by reason of his/her rendering professional services or for working full time or part time on any of the projects of the Trusts.

11.00 DISSOLUTION OF TRUST

In the case of dissolution of the Trust, the remaining assets of the Trust shall be handed over to some other Charitable Trust/Institution having similar aims and objects.

In witness whereof the Trustees have executed this deed at New Delhi on this 8th day of November 1993 in the presence of the following witnesses:-

T. C. Daswani
DR (MRS) TILOTTAMA C. DASWANI
SETTLOR TRUSTEE

R. G. Deshpande
MR. R. G. DESHPANDE

Aditi Daswani
MISS ADITI DASWANI
(TRUSTEES)

Witnesses:

1. Samvir Singh & Sh. Jyoti Singh
151, Civil Gate
2. Tis Hazari court, Delhi

MANJARI DINGWANEY
Adv.
B4/140 Safdarjung Enclave
New Delhi - 110029

Manjari Dingwaney



Registered No. 6056 in additional Book No. TV
Vol. No. 191 on pages 186 to 204
on this 8/11/93 day of Nov 1993
and left thumb impression

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8/11/93