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DEED OF TRUST

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20/6/2005
This Deed of Trust is made at New Delhi on this
22nd day of March, 2005 B E T W E E N:

Mrs. Suroopa Mukherjee W/o Gautam Mukherjee aged
about 49 years, R/o P-62, Sector-XI, Noida, U.P.-
201301 (hereinafter referred to as "the Settlor."
which expression shall unless it be repugnant to
the context or meaning thereof be deemed to include
her heirs, executors and administrators) of the
FIRST PART; and

(1) Mrs. Suroopa Mukherjee W/o Gautam Mukherjee
aged about 49 years R/o P-62, Sector-xI, Noida,
U.P.-201301.

(2) Ms. Madhumitta Dutta D/o Shri Priyabrata
Dutta aged 33 years and R/o B-1/30, Paschim Vihar,
New Delhi-110063

(3) Rasheeda Bee W/o Shri Abdul Wahid aged

Mukherjee

48 years and R/o 12, Street No. II, Bagh Umrao
Dulha, Near Nazir Masjid, Waghroshan, Bhopal

(4) Champa Devi Shukla W/o Shri Badri Prasad
Shukla, aged 53 years, R/o 126, Street No. 8,
Behind Dussera Maidan, Prem Nagar Colony, Bhopal-
462001.

(hereinafter referred to as "the Trustees" which
expression shall unless it be repugnant to the
meaning or context thereof be deemed to include the
Trustee or Trustees appointed from time to time or
survivor or survivors of them and their/his/her
assigns) of the OTHER PART;

WHEREAS:

(A) the Settlor is possessed of land otherwise
well and sufficiently entitled to the sum of Rs.
1,000 (One thousand rupees);

(B) the Settlor is desirous of making a
charitable trust wholly for public charitable
purposes hereinafter set out of the said moneys;

(C) the trustees above named have agreed to
become the first trustees of this trust as
testified by their being parties to and executing
the Deed of Trust;

Shri Mukherjee

(D) the said sum of Rs. 1,000/- (Rupees one thousand) has in anticipation of this deed of trust already been transferred, paid and handed over to the trustees before the execution of this deed of trust;

(E) for the purpose of carrying out the said objects the Settlor desires to create a public charitable trust.

NOW THIS DEED WITNESSES that for the purpose of effectuating the said desire the Settlor has irrevocably transferred the said sum of Rs. 1,000/- (Rupees One thousand only) to the trustees (the transfer whereof the trustees do and each of them doth hereby admit and acknowledge) being subject to uses and trusts hereinafter mentioned:

1. The Trust shall be called CHINGARI TRUST (hereinafter referred to as "the Trust").
2. The Principal Office of the Trust will be situated in the National Capital Territory of Delhi or at such other place as the trustees from time to time may determine. Presently such office will be located at A-1/125, First Floor, Safdarjung Enclave, New Delhi-110063.

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3. The Trust shall function as a non-profit and non-political organization committed to utilizing all the resources generated or received by it only for the objectives of public charitable nature or for public charitable purposes hereinafter set out. The Trust shall not participate or intercede or intervene in any political campaign on behalf of any candidate for any public or political office or otherwise in any manner.

4. The Trust has been created for charitable purposes and the objects of the trust include promoting activities to uphold the fundamental rights of survivors of the Bhopal gas leak and/or the associated contamination (hereinafter referred to as "the survivors") and to also support the struggle of individuals, especially women working for similar objects in different parts of the country without any restrictions as to caste, creed, religion, community or colour. For this purpose and in connection therewith the Trust would:

- a) Work toward providing support for livelihood programs of women survivors, which includes

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- i) Setting up income generation programs.
 - ii) Providing economic support to enable women to start their own income generation project
 - iii) Facilitate the process of organizing the women to create self help groups
 - iv) Organize training
 - v) Provide market linkages to assist survivor entrepreneurs
 - vi) Any other activity that provides income generation support to survivors
- b) Support treatment and rehabilitation of children suffering from disabling and/or life threatening ailments due to the Union Carbide gas leak and/or contamination, and to build health awareness amongst the survivors and survivors community
- c) Create an award/support structure to promote the activities of individuals, especially women, working to prevent a Bhopal like disaster from happening or fighting for justice for communities that are affected by a Bhopal disaster like situation.

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d) Carry out and/or support any activity related to promoting the fundamental rights of the survivors, especially women and children.

e) to work in collaboration and conjunction with other individuals and organization, both national and international, Government and non-Governmental in order to initiate, maintain and assist the development of the aforementioned objectives or any of them.

5. In furtherance of the objects set forth in Clause-4, the Trustees shall have the following powers:

a) To establish, equip and maintain such facilities and utilities as may be necessary for fulfilling the objects of the Trust.

b) To establish systems and maintain documentation of necessary information, databases, in pursuing its objects.

c) To convene, organize and sponsor meetings, working groups, training programs, etc. to promote the objects of the Trust.

d) to invite, solicit and receive funds and

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accept voluntary contributions or donations in cash or kind, or services from individuals, organizations, foundations, national or international agencies, trusts or other sources for pursuing the objects of the Trust.

e) To acquire or receive and hold property and assets through purchase or lease or in exchange or by way of gift or otherwise any movable or immovable property(ies) of any tenure and in case of vacant land the trustees shall be at liberty to erect building thereon and to do all acts necessary and incidental thereto and to sell, mortgage, lease, exchange or otherwise transfer or dispose of or deal with all or any property of the Trust, whether movable or immovable, but only for the purposes or the Trust.

f) To invest and deal with the funds and moneys of the Trust consistent with the activities and requirements of the Trust and as permissible in law particularly under the Income Tax Act and/or Income Tax Rules or any other applicable legislation for the time being in force and to vary, alter or sell/recall such investments from time to time.

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g) To open and operate bank accounts either by way of fixed deposits or current accounts and deposit the trust moneys or any portion thereof in any scheduled bank and to draw, make, accept, endorse, discount, negotiate, execute and issue bills of exchange, promissory note and other negotiable or transferable instruments or securities. The bank account shall be operated jointly by two trustees one of whom shall be the Managing Trustee.

h) To employ, appoint or engage and at their discretion remove, dismiss or suspend one or more persons from discharging the activities of the Trust as they may from time to time think fit and to determine their powers, and duties and fix their salaries, bonus or emoluments and to require security in such instance and such amounts as the trustees may think fit. The trustee shall also have the power to constitute and maintain provident funds, gratuity funds, personal and other funds for any employee and make rules and regulations regarding the same.

i) To appoint, employ and retain

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Consultants, Advisors, or professionals for any of the purposes of the Trust.

j) To select an Advisory Panel, whose members can be changed from time to time and to organize meetings of such body that will provide feedback and suggestions to the Trustees on the functioning and direction of growth of the Trust. The observations and suggestions of the Advisory Panel will not be binding on the functioning of the Trust or the actions/decisions of the Trustees.

k) To institute, conduct, defend or compromise legal proceedings by or against the Trustees, the Trust or its officers or its employees.

l) Generally to do all such other lawful acts as may be conducive or incidental to the attainment of any of the above objects and for furthering the growth of the Trust or its resources.

6. On execution of this deed the trustees shall take charge of the said sum of Rs. 1,000/- (Rupees One thousand only) and it will be the corpus of

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fixed property of the trust, and it shall not be disposed off or subjected to any kind of change for the purpose of meeting the expenses or for carrying out the objects of the trust or for any other purpose unless otherwise resolved unanimously by the Board of Trustees.

7. The Trustees shall stand possessed of the said amount of corpus and such other properties (both movable and immovable) as may be acquired from time to time by the trust by purchase exchange, grant, subscription, endowment, donation, contribution, or in any manner whatsoever (all of which shall be designated as "the trust properties") on the trust herein mentioned.

8. It shall be competent for the trustees from time to time to frame, make and enforce all such rules, regulations and/or bye-laws not inconsistent with the express provisions of this trust as the trustees may deem proper for securing and facilitating the administration and management in detail of the activities and affairs of the trust, and for convening, conducting and regulating the meeting of the trustees and for appointing sub-committees and generally for the management and

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administration of the trust estate and also from time to time to repeal, alter, amend, rescind or add to all such rules, regulations and bye laws and also to pass resolutions in connection with all or any of the said matters as their meeting.

9. The trustees shall be entitled to reimburse themselves out of the trust estate all expenses incurred in or about the execution of the trust or powers herein or in carrying out the trust, its objects and affairs or the realization, preservation or benefit of the trust properties. The trustees shall be entitled to be indemnified by the trust properties, against the consequences of all lawful acts done by the trustees in the course of and discharge of their duties as the trustees of these trusts and all costs, charges and expenses thereof.

10. Trustees namely Smt. Rasheeda Bee and Champa Devi Shukla shall be entitled to an honorarium, to be decided by the Trustees from time to time, and they shall be entitled to receive the out-of-pocket expenses incurred by them in the course of discharging the trust.

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11. The Trust shall be governed by a Board of Trustees. The Board of Trustees shall consist of all the trustees.

12. The trustees may elect or nominate one of them as the Managing Trustees and also one of them as Chairman of the Board of Trustees. The Managing Trustee may be appointed for any period of time. The first Managing Trustee will be Smt. Rasheeda Bee.

13. The Board of Trustees is hereby authorized and empowered to nominate any other person as trustee.

14. The trustees shall be entitled to enter in any agreements or covenants with the owners of or persons entitled to or interested in any other properties and to raise funds by way of loans.

15. The entire control, regulation, management, application and administration of the trust properties whether capital or income, rent interest or profit of any kind shall be in the discretion of the trustee.

16. The meeting of the Board of Trustees shall be held at least once in a year but any number of

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other meetings may be held as and when considered necessary.

17. A minute book shall be kept by the trustees. Minutes of the entry into office of every new trustee and of all proceedings of the meetings of the Board of Trustees shall be entered in the minute book and shall be signed by the Chairman of the meeting either at the conclusions thereof or at the next meeting or when they shall have been fully comprised.

18. Proper and regular books of accounts of all accounts of all receipts and expenditure of the trust shall be maintained by the trustees either in the Hindi language or in English or partly in Hindi and partly in English.

19. On the 31st day of March every year a general account shall be taken of all the assets and liabilities of the trust and an income and expenditure amount for the whole year and a balance sheet as on 31st March shall be prepared and shall be passed by the trustees. The accounts of the trust shall be audited annually by a Chartered

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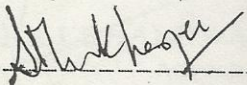
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Accountant appointed by the trustees for the purpose.

20. In case of death, inability, resignation or refusal on the part of any trustee to act, as such trustee the remaining trustees shall be entitled to nominate any other person as they may think fit and proper to act as trustee in place of the trustee so dying, refusing to act or being unable to act. Provided that the trustee so appointed will have the same powers and rights as if he was originally appointed the trustee under these presents.

IN WITNESS WHEREOF the parties hereto have set their respective hands the day, month and year first hereinabove written.


-----Settlor

in the presence of:

1.

2.

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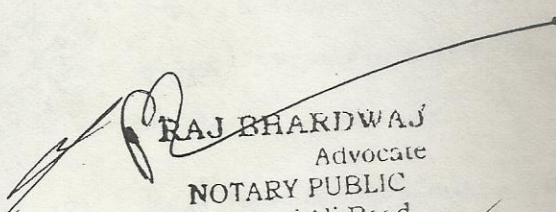
Signed and Delivered by the within named

1. ~~Mukherjee~~
2. Machumili Dutta
3. रश्मि देवी
4. चम्पा देवी शुक्ला

~~Mukherjee~~
Trustees

in the presence of:

1. ~~Ganjam~~ Ganjam Mukherjee
2. ~~to AN Mukherjee~~
P62, Sector XI NOIDA
LC - NT - 1826/R/N/2001


RAJ BHARDWAJ
Advocate
NOTARY PUBLIC
4/7, Asaf Ali Road,
NEW DELHI