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P.P No - B-103347  
2248

### Deed of Public Trust

*Barry Mackey*  
Habitat For Humanity International

THIS DEED OF PUBLIC TRUST ("Deed") is made at New Delhi on this 19<sup>th</sup> day of January, 2005 by **HABITAT FOR HUMANITY INTERNATIONAL**, 121 Habitat Street, Americus, Georgia 31709, USA (hereinafter referred to as the "Settlor/HFHI") through authorized signatory *MR. Barry Stephen Mackey* 510 Sh. Stephen Henry Mackey R10 5B, Jim Barr Road **WHEREAS** *Restrow Ontario, K7V 3Z8, Canada vide SPA Collector of Stamp dated 27-10-2004*

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1. The Settlor is possessed of a sum of Rs. 10000/- (Rupees ten thousand only) (hereinafter referred to as the "Trust Property") and being an international not for profit organization is desirous of establishing a public charitable trust to provide housing and financial assistance for the benefit of poor, low-income and marginalized families in India, irrespective of any caste, creed, religion, gender, language, region or such other differences (the "Beneficiaries"), as more particularly stated herein, and is represented by its Asia Pacific Area Office, Q House, 8<sup>th</sup> Floor, 38 Convent Road, Silom, Bangrak, Bangkok 10500, Thailand.
2. The Settlor desires to settle the said Trust Property as the initial corpus of the Trust.
3. The following have, at the request of the Settlor, agreed to act as the first Trustees of these presents (hereinafter collectively referred to as the "Initial Trustees"):
  - (1) Mr. Christopher Rajkumar, Indian citizen, resident of 35 Park Avenue, Kuniathur, Coimbatore, 641008, T.N.
  - (2) Ms. Indu Kohli, Indian citizen, resident of 301 Flamingo, Veronica Road, Bandra, Mumbai - 400 050; and
  - (3) Mr. John Samuel, Indian citizen, resident of E-16/UG 3 Zuby Apartments, Dilshad Colony, Delhi 110 095

*Barry Mackey*





The expression "Trustees" in this Deed shall mean and include the Initial Trustees for the time being and others as may be appointed in the future with the approval of the Settlor.

**NOW THIS DEED WITNESSETH THAT** in consideration of the premises and in order to effectuate the said desire of the Settlor, the Settlor doth hereby grant or transfer unto the Trustees the Trust Property and rights, liberties and privileges appurtenant thereto To Have And To Hold the same unto the Trustees to the use and upon the Trust and with and subject to the powers, provisions, licensing agreements and declarations hereinafter declared and contained concerning the same.

**A. Income of Trust and Nature of Trust Property**

1. This Trust shall be known as "**Habitat for Humanity India Trust**" and its office shall, for the present, be situated at B-248 Chittaranjan Park, New Delhi 110019 or at such other place or places as the Trustees may determine, with the consent of the Settlor.
2. The expression "Trust Property" herein appearing shall mean and shall be deemed to include the amount detailed hereinabove and all the other premises hereby granted, as well as all other moveable property and moneys that the Trustees may receive from the Settlor (or any other person with the prior approval of the Settlor) or otherwise hold, by way of purchase or any other mode of acquisition or by way of donations received from individuals, institutions in India and abroad, money raised by way of holding fund raising functions or by way of interest accrued on Trust Property, rents or other income and other accumulations howsoever made and any other investments representing the Trust Property for the time being and from time to time existing, subject to the provisions of this Deed.

*Barry Mackley*





**B. Objects of the Trust**

I. The following shall be the main objects of the Trust:

1. To eliminate poverty housing and homelessness from India and to make decent shelter available to the poor, regardless of caste, creed, religion, gender, language, region or such other differences.
2. To provide housing assistance, including building, renovation and repair of simple, decent and affordable houses, technical consultation, and the financing of the construction and sale of houses with the cooperation of the prospective homeowners, to low-income families at no profit, using an inflation-adjusted financing, the entire proceeds of which will subsequently be utilized towards providing housing assistance.
3. To provide funding and loans to, as well as to receive the repayments of these loans from; locally run non-profit grassroot level organizations in India and to various non profit organizations and groups, which will then provide financing to poor people for the construction of houses, in order to ensure access to funding for a larger number of people.
4. To enter into partnership with Regional, National and International Corporate Houses and Non-Governmental Organizations as well as partner with local level Self Help Groups or their apex bodies to achieve the main objects of the Trust.
5. To demonstrate the love and teachings of Jesus Christ.
6. To engage broad community participation through inclusive leadership and diverse partnerships in this process.

*Barry Mackley*





7. To promote dignity of peoples through partnership with Habitat homeowners and future home partners.
  8. To promote transformational and sustainable community development.
  9. To work towards achieving an integrated model for holistic development, in consonance with protection of the ecology and the environment.
  10. To provide human resource development/ management, training and education to poor and marginalized sections of society, regardless of age, gender, religion, caste, community or region.
  11. To explore, research and develop alternative materials for housing and construction in order to provide eco-friendly yet cost effective materials, models and designs for such homes.
  12. To advocate on behalf of those in need of decent shelter.
- II. The objects of the Trust cannot be amended without the prior approval of the Settlor. Additionally, no amendments to the objects of the Trust shall be made, which may prove to be repugnant to the provisions of Sections 2(15), 11, 12 & 13 and 80G of the Income Tax Act, 1961 as amended from time to time, and no amendment shall be carried out without the prior approval of the Income Tax Department.

*Barry Madley*





III. If any of the objects of the Trust or any other provision contained in this Deed of Trust is inconsistent with the character of the Trust as a public charitable Trust or disentitling the Trust to any exemptions under the Income Tax Act, under the provisions of law and regulations relating to public charities or under direct laws relating to exemption of such public charitable Trust, now or as may be amended from time to time, such object or provisions will be treated as *non est* in the Deed and shall stand omitted or modified so as to be consistent with such laws.

IV. All activities of the Trust shall be carried out within India and in compliance with the laws of India.

C. **Costs and expenses of the Trust and Utilization of Trust Funds**

1. Out of the Trust Property and income therefrom, the Trustees shall be entitled to spend or incur the following expenses namely –

- (a) Taxes, dues and duties if any payable to any of the governmental or to any municipal or other public body in respect thereof or any part thereof.
- (b) The premium for the insurance on any moveable property for the time being forming part of the Trust Property.
- (c) The costs of acquiring fixed furniture, computers, telephone and necessary information technology for the office of the Trust and costs for ordinary repairs and for providing any amenities to the office premises of the Trust.

*Barry Meisley*





- (d) Wages and salaries of any manager, supervisor, accountant, clerk, servant or other employees employed by the Trustees in the carrying out of the functions and objectives of this Trust.
- (e) Costs and expenses of keeping the Trust Property and the office of the Trust in good condition.
- (f) Costs and expenses for installing and renewing the electrical and other installations in the office premises of the Trust.
- (g) The fees and charges payable to the solicitors, advocates, chartered accountants, bankers or any other person engaged in the course of the administration of the Trust.
- (h) All other costs, charges and expenses of and incidental to the management and administration of the Trust Property in accordance with the objects and purposes hereof or which may be incidental thereto.

Provided, however, that prior to incurring any non-budgeted expenditure in excess of Rs. 6,00,000/-, the Trustees shall, seek prior written approval of the Settlor.

Provided also that the funds and income of the Trust shall at all times be utilized exclusively to attain the objects of the Trust for the Beneficiaries of these presents and no portion thereof shall be utilized for payment to the Trustees of any amount by way of profit, interest, dividends, etc.

*Barry Maskey*





2. After deducting the costs, charges and expenses incurred by the Trustees for achieving the Objects of the Trust as set out in **Clause B** hereinabove and for conducting the affairs of the Trust as set out in **Clause C** hereinabove, the balance that is the net income of the Trust will be utilized exclusively to attain the following objects of the Trust:
- (i) To provide funding to locally run non-profit grassroots level organizations in India, and to NGOs which will then provide financing to poor people for the construction of houses including repairs and renovation
  - (ii) To provide housing assistance, including renovation and repair of houses, technical consultation, and the financing of the construction and sale of houses, to low-income families at no profit, using no interest financing;
  - (iii) To invest the Trust funds in modes specified in the Income Tax Act for charitable trusts entitled to receive exemptions, including *inter alia*, Sections 11 (5) and 13 (1) (d).

**D. Trustees: Appointment, Tenure, Powers Resignation and Obligations**

1. The Trust shall have a minimum of 3 and a maximum of 7 Trustees. The Initial Trustees shall, on the advice of the Nomination Committee, as detailed in Article D 6 hereof, and in consultation with and approval of the Settlor, appoint the other Trustees.

*Barry Mackey*





2. The Trustees, with the approval of the Settlor shall appoint one among the Trustees as the Managing Trustee (hereinafter the "Managing Trustee") who will be responsible to look after the day-to-day administrative matters of the Trust, in consonance with such guidelines, as the Settlor may prescribe in this respect. In the event any statutory filings and requirements need to be complied with, the Managing Trustee shall be responsible for the same.

Any of the powers and authorities by this Deed of Trust given to or vested in the Trustees may be exercised by the Managing Trustee with concurrence of a majority of Trustees and in terms of and in compliance with the terms of any agreement between HFHI and the Trust and in accordance with laws prevailing in India. In the event that the Managing Trustee and remaining Trustees are in disagreement on certain decisions, then the Settlor may intervene to resolve the impasse.

A Trustee may resign his trusteeship at will by giving not less than 60 (sixty) days prior notice of such resignation to the Settlor and each of the other Trustees. Any such resignation shall not take effect until a new Trustee is appointed by the remaining Trustees and approved by the Settlor.

A Trustee who has resigned or has been removed from office shall take all reasonable steps necessary and capable of being taken by that Trustee to transfer his interest in the Trust Property, if any, to the remaining Trustees (including any new Trustee appointed in substitution).

3. The Initial Trustees and subsequently nominated Trustees shall hold office for a period of two years, after which period, they will be eligible to re-appointment at the discretion of the Settlor, for up to two additional terms of two years each, failing which such retiring Trustees shall step down on completion of their current term. Any further appointment will only be after a break of one year.

*Barry Mackay*







4. The Settlor, upon consultation with the Trustees, may revoke the appointment of any of the Trustees at any time during their term as Trustees of these presents for a breach of such guidelines, as the Settlor may prescribe, mismanagement of the Trust, or such acts that are contrary to the objects of these presents.
5. The Settlor and the Trustees in their responsibility of nominating additional Trustees shall be assisted by a Nominating Committee.
6. The Nominating Committee shall have three members, consisting of the Managing Trustee, and two others nominated by the Settlor. In the event of a deadlock or a tie or failure to decide, the matter shall be determined finally by the Settlor.
7. In order to carry out the Objects of the Trust as mentioned above, the Trustees shall have the following duties and powers subject to provisions of the annual budget of the Trust (hereinafter the "Budget"), which Budget shall be determined by the Trustees after consultation with the Settlor –
  - (a) to apply for approval under the Foreign Contribution Regulation Act, 1974 (hereinafter referred to as "FCRA") to receive charitable funds in foreign currency, and to register the Trust under the Income Tax Act in order to avail of various exemptions thereunder;
  - (b) to utilize the amounts received as bank interest on the charitable funds for the purposes of providing further loans and the Trustees may create a corpus fund, within the framework of the laws of the land, for the purpose of deposit and utilization of these amounts;

*Bavay Mukherjee*





- (c) to take on lease any property for any period of time for the purposes of office premises of the Trust;
- (d) to make all repairs and additions and alterations as may be deemed necessary or expedient by the Trustees in respect of such office property of the Trust and pay all costs, charges and expenses thereof, which costs shall not be incurred without prior written approval of the Settlor.
- (e) to raise or borrow moneys or receive donations, from India and abroad from various national and international groups, organisations, persons, International NGOs, governments and other multilateral sources, in accordance with FCRA approval, required for the purpose of any of the Objects of the Trust.
- (f) to engage or employ supervisors, clerks, and other types of employees for the Trust and to determine their terms of employment in general or in particular to any individual and to pay their salaries or wages as may be fixed from time to time.
- (g) to establish an office or offices of the Trust hereby created in any part of India as the Settlor may, from time to time, decide.
- (h) to carry out the Objects of this Trust and manage the Trust Property in accordance with such guidelines, as the Settlor may prescribe in this respect to achieve the aims and objects of the Trust hereby created.

*Praveen Mehta*



- (i) to open bank account or accounts of the Trust in the name of the Trust, in any bank legally authorized by RBI, to deal in foreign exchange, and approved by the Settlor from time to time and to close such account or accounts and to open new ones in any such bank or banks authorized by RBI and to permit the Managing Trustee to operate on any banking account in case the financial liability of the Trust does not exceed Rs. 600,000/- (Rupees Six Hundred Thousand Only) without any liability of the other Trustees to examine the said account or to be in any way responsible for acts, deeds or defaults of such Managing Trustee in connection with such accounts. However, where the un-budgeted financial liability of the Trust exceeds Rs. 600,000/- (Rupees Six Hundred Thousand only), the Settlor shall approve the operation of the bank account by the Managing Trustee in relation to such amount exceeding Rs. 600,000/- (Rupees Six Hundred Thousand only).
- (j) to provide, with the approval of the Settlor on lease any properties owned by the Trust, in order to raise funds for the expenditure of the Trust. Provided however that the sale of any property owned by the Trust shall not be permitted unless authorized by Settlor;
- (k) to execute agreements on behalf of the Trust, including agreement with the Settlor, to provide *inter alia*, for the license to use the name "Habitat for Humanity" and the logo of HFHI and to use the Habitat for Humanity name and logo in a manner consistent with the such agreement and in acknowledgement of the great value of the integrity, goodwill, reputation and secondary meaning associated with the Habitat for Humanity name as perceived by the public.
- (l) to do and cause to be done all such lawful things as are in consonance with the spirit and principles of the Objects of the Trust and the or which are conducive to the attainment and pursuit of the aims and objects of these presents.
8. The Trustees may engage solicitors, advocates, chartered accountants, bankers or other persons from time to time to transact any business or do any act required to be transacted or done in the execution of the Trust hereof and the fulfillment of the Objects of the Trust, including the receipt and payment of money and to pay their fees and all charges and expenses incurred, subject to the approval of the Settlor prior to the engagement of any such advisor for an amount greater than Rs. 6,00,000/- (Rupees Six Hundred Thousand Only). Provided that the Trustees shall not be responsible for the default of any such person so engaged in good faith.
9. The Trustees may accept any donation or contribution in cash or cheques or such other negotiable instrument for the Objects of the Trust herein contained upon such terms and conditions as the Managing Trustee may think fit and proper. The donations shall be duly acknowledged by receipts for the same, a copy of which receipt shall be retained in the records of the Trust.

*Bruce Mackley*



10. It shall be lawful for the Trustees for the time being of these presents to reimburse themselves and/ or discharge out of the Trust Property all costs, charges and expenses incurred by them in or about the execution of the Trust and powers of these presents. Such reimbursement must be sanctioned by the Managing Trustee or the Settlor upon furnishing proof of expenditure by way of vouchers, bills and/ or any other documents in support thereof by the Trustees incurring the said expenditure. In case the expenses exceed the amount provided in the Budget, prior approval of the Settlor and concerned authority must be taken before incurring such expenses.
11. The Trustees shall have the power to compromise or refer to arbitration any claim or account or any other matter in which the interest of the Trust Property is involved and its funds and property may be concerned, subject to a maximum non-budgeted liability of the Trust being Rs. 600,000/- (Rupees Six Hundred Thousand Only), beyond which the consent of the Settlor would be required.
12. Any Trustee hereof who shall dissent in the exercise of any of the powers or authorities aforesaid from other Trustees shall nevertheless concur in executing or signing any documents or any of such powers or authorities by the majority of the Trustees without being responsible for the loss to the Trust that may be caused. The minutes of the proceedings of such meeting wherein any Trustee has expressed dissent in the exercise of any of the powers or authorities aforesaid from other Trustees shall clearly record the name of such dissenting Trustee and if need be, the details thereof. All the acts, proceedings and exercise of discretion of the majority of the Trustees shall be absolutely binding on the remainder of the Trustees.
13. The Managing Trustee shall have full power to file and defend suits, appeals, applications etc. and any one or more of them, being duly authorized, shall have power to declare sign and verify all plaints, written statements, memos of appeals, cross objections, applications, affidavits, etc. and to accept writ of summons, notices etc. and to appear in any place or places in the Union of India before any Court, any tax authority, officer or Tribunal and before any Registrar or Sub-Registrar of Assurances at any place in the Union of India and to present and lodge any documents for registration and to admit execution thereof and to compound all actions, suits, and other proceedings and all differences, disputes and demand and to refer any such differences, disputes or demands to arbitration and adjust, approve and settle all accounts relating to the Trust Property and to execute all releases and discharges and to do all other things relating thereto. Provided however that where the amount involved in such litigation or potential litigation exceeds Rs. 6,00,000/- (Rupees Six hundred thousand only) or involves a challenge to the existence of the Trust, the above actions shall require prior written consent of the Settlor.

*Barry Mackay*



14. The Trustees shall cause proper accounts to be kept of the Trust and the income thereof respectively and the accumulations of such income and the application thereof from time to time and Managing Trustee shall, on checking the same, sign the account books twice in each year. The account books so signed by the Trustees shall be examined audited and certified by one or more properly qualified auditors or auditor, as the Settlor may select, once in each year and the audited statements of account shall likewise be signed by all the Trustees. The accounting year shall end on 31<sup>st</sup> March each year. A detailed set of financial statements of accounts of the Trust shall be provided to the Settlor at the end of every quarter. Additionally, the Settlor shall have the power to seek details of the accounts of the Trust at any time, which details shall be provided immediately and in any event, no later than 3 working days from the time of such request.
15. The Managing Trustee, or in his/ her absence or on his/ her failure, any one Trustee may convene a meeting of the Trustees for the transaction of any particular business and any business may be disposed of by an affirmative vote of the Managing Trustee. At least two clear days' notice shall be given to the other Trustees as to the place, hour and day of the meeting and of the nature of the business to be transacted thereat. The Trustees shall have at least two meetings in a year in a place as is determined by the Managing Trustee.
16. If the Managing Trustee is not present, the meeting is to be postponed to a date, which is at least seven calendar days from the date on which the original meeting was scheduled to be held. . If the Managing Trustee fails to be present at such adjourned meeting, the meeting shall be cancelled and the Settlor shall determine the date of the next meeting.
17. The quorum for any resolution shall be two third of the Trustees present and voting provided however that the presence of the Managing Trustee shall be required for the quorum. All decisions by the Trust shall be taken by a majority vote by the Trustees. Provided, however, that the Managing Trustee will always have a casting vote in the event of a tie/deadlock.
18. The original minutes of the proceedings of every such meeting shall be deposited at the office of the Trust by the Managing Trustee who shall provide for the safe custody thereof. Each page of the original minutes of the proceedings of every shall be numbered and initialed/signed and the last page of the record of proceedings of each meeting shall be dated and signed by the Managing Trustee within 30 (thirty) days of the conclusion of such meeting.
19. If any of the Trustees hereby appointed or any future Trustees of these presents shall die or shall desire to retire from or refuse or become unfit or incapable to act in the Trust of these presents or shall become bankrupt or insolvent or is convicted for any offence involving moral turpitude or if the

*Barry Mackay*



Settlor or the Trustees for the time being shall be desirous of appointing additional Trustee or Trustees along with them, it shall be lawful for the Settlor, in accordance with the provisions in Article D 6 hereof, to approve the appointment of any other person or persons to be a Trustee or Trustees in the place of the Trustee or Trustees so dying or desiring to retire or refusing or becoming unfit or incapable to act or adjudged insolvent or convicted as aforesaid or to appoint an additional trustee or trustees as aforesaid with liberty upon such appointment to increase or diminish the original number of Trustees. Upon every appointment made under this clause every Trustee so appointed as aforesaid may act as fully and effectually as if he/ she had been hereby constituted a Trustee and shall be a Trustee only up to the date up to which the Trustee in whose place he was appointed would have held office if it had not been vacated as aforesaid.

20. In all cases of difference of opinion amongst the Trustees as to whether a particular act should be done or omitted to be done in the execution of the Trust hereof or as to the powers and authorities herein contained or as to the true intent and meaning of any of the clauses of the Trust hereof, the same shall be disposed of and dealt with in accordance with the opinion of the majority which shall be final and conclusive. In case of an equality of votes, the Managing Trustee shall have a second or casting vote.
21. The Trustees shall obtain and maintain at all times the necessary approvals from the Government of India and regulatory authorities, including under the FCRA in order to provide funding to the affiliates.
22. The Trustees shall apply and try to obtain all concessions, benefits and allowances as are available in law, in the matter of taxation, investments, and exemptions.
23. All donations shall be kept invested according to the terms and conditions of this Trust Deed and the guidelines of the HFHI to the extent permissible under law, in a separate account in respect thereof and in respect of the utilization or application of the income therefrom. The Trustees shall not accept any donation, the terms and conditions of which are contrary to or inconsistent with the Objects of this Trust.
24. The Trustees shall, whenever required by the Settlor, and in all cases, at the end of every quarter, present a complete report of the affairs of the Trust to the Settlor. The Settlor shall be entitled to inspect and call for the records of any nature relating to the affairs of the Trust and the Trustees shall have an obligation to provide the same forthwith.
25. The Trust created by these presents shall be irrevocable provided that in the event of the Trust failing to function for any reason, or in the event of the Settlor being of the opinion that this Trust should be dissolved, the Settlor may

*Barry Mackley*



take appropriate steps in compliance with applicable laws to dissolve the Trust. In the event of dissolution of the Trust, the Trust Property as on the date of dissolution shall be transferred to another charitable organisation established according to the laws of India by the Settlor, which charitable organisation shall have similar objects to those of this Trust and which enjoys recognition under 12A and 80G of the Income Tax Act 1961 as amended from time to time as well as registration under FCRA. Under no circumstances shall the Trust Property be distributed among the Trustees.

IN WITNESS WHEREOF the Settlor has caused this Deed to be executed on the day and year first hereinabove written, by the duly authorized representative in the presence of the witnesses.

For and on behalf of **HABITAT FOR HUMANITY INTERNATIONAL**

*Barry Mackey*  
Name Barry Mackey  
Title Regional Program Manager



In the presence of:

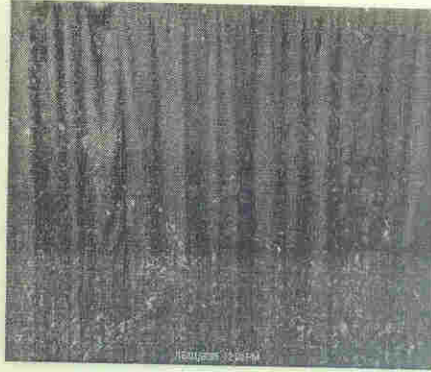
- Chandha Yampi*
1. Name CMANDRASEKHAR. G. TAMPI  
S/o G. S. TAMPI  
Address C-252, EASTEND APARTMENTS  
MAYUR VIHAR PHASE I  
DELHI - 110096
- VIPLAV SHARMA*
2. Name VIPLAV SHARMA  
S/o V. K. SHARMA  
Address C-66, Nehru Nagar  
New Delhi.



Reg. No. 700 Reg. Year 2005-2006 Book No. 4



Ist Party न्यासकर्ता



IInd Party न्यासी



Witness xokg

Ist Party

IInd Party

Party न्यासकर्ता :- Barry Stephen Mackey

IInd Party न्यासी :- Christopher Raj Kumar Indu Kohli

John Samuel

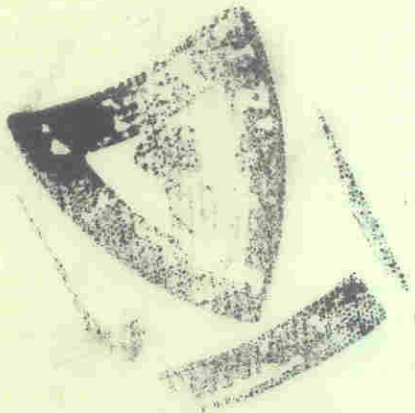
Witness xokg Viplav Sharma Chandra Shekhar

**Certificate (Section 60)**

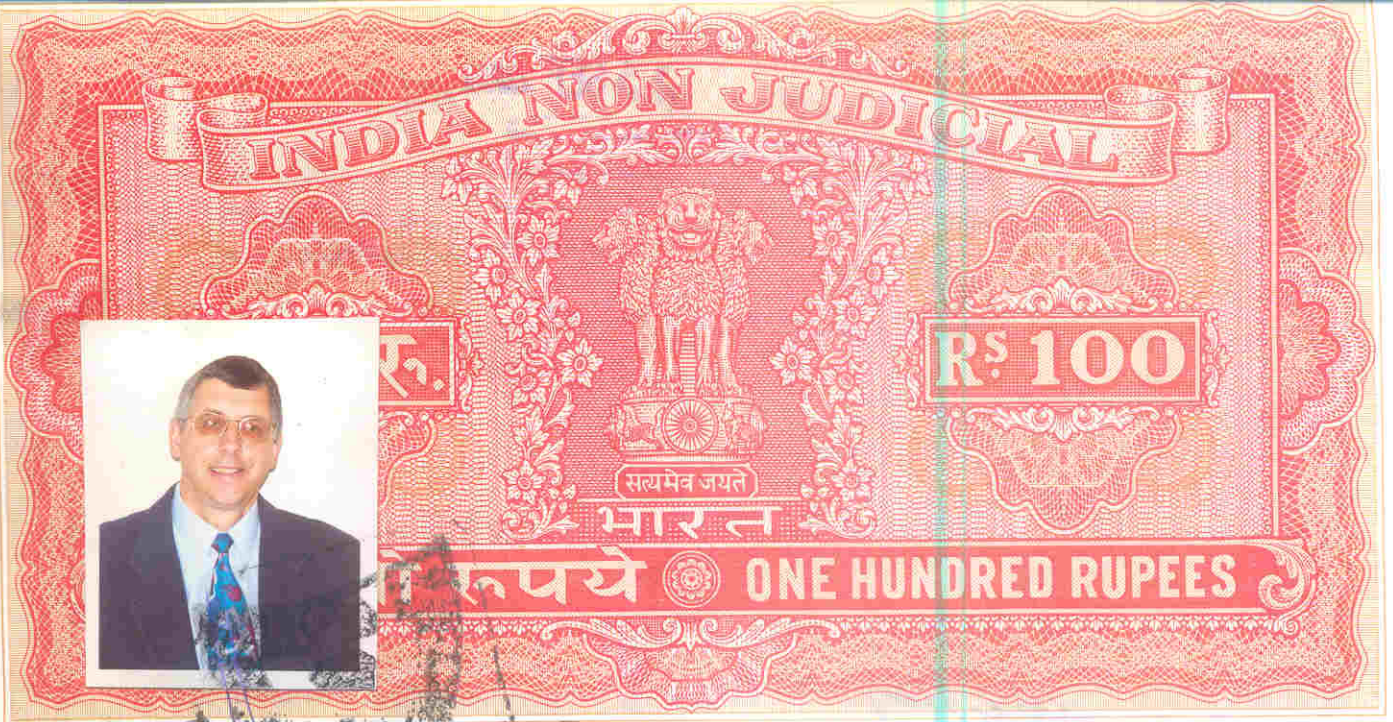
Registration No.700 in Book No.4 Vol No 2,372  
on page 92 to 106 on this date 19/01/2005 day Wednesday  
and left thumb impressions have/has been taken in my presence.

19/01/2005

Sub Registrar  
Sub Registrar V  
New Delhi/Delhi







MR. BARRY STEPHEN  
दिल्ली DELHI

PP BD 103647

SUPPLEMENTARY DEED

Trust Barry Mackey

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THIS SUPPLEMENTARY DEED OF PUBLIC TRUST ("Deed") is made at New Delhi on this the 15<sup>th</sup> day of September, 2005 by **HABITAT FOR HUMANITY INTERNATIONAL**, 121 Habitat Street, Americus, Georgia 31709, USA (hereinafter referred to as the "**Settlor/HFHI**") through its duly authorized signatory Mr. Barry Stephen Mackey, S/o Mr. Stephen Henry Mackay Resident of 58 Jim Barr Road Renfrew, Ontario, K7V328, Canada presently at B-248 Chittaranjan Park, New Delhi 110019.

**WHEREAS**

- A. The Settlor had caused the deed of trust to be executed on January 19, 2005 (hereinafter referred to as the "**Trust Deed**") through its duly authorized signatory Mr. Barry Stephen Mackey to set up the Habitat for Humanity India Trust at B-248 Chittaranjan Park, New Delhi 110019(hereinafter referred to as the "**Trust**");
- B. The said Trust Deed was registered with the Sub Registrar New Delhi at Mehrauli under Registration No. 700 in Book No. 4 Volume No.2372 on page 92 to 106 on January 19, 2005
- C. The formalities regarding the obtaining of statutory approvals and registrations for the Trust are underway and in this regard, the Settlor has been informed

Barry Mackey

that certain amendments have to be carried out in the said Trust Deed to comply with the provisions of and be eligible for registration under and benefits arising from such registration under the Income Tax, 1961;

- D. Presently, in view of the aforesaid the Settlor wishes to amend the Trust Deed as stated hereinbelow in accordance with the provisions of the Trust Deed and applicable laws.

**NOW THIS DEED WITNESSETH THAT** in consideration of the premises and in order to effectuate the said desire of the Settlor and comply with the laws of India in force the Trust Deed is amended as under:

1. The amendments to the Trust deed are as follows:

1.1 In Article B I of the Trust Deed, the following Clause 2 shall stand deleted :

“2. To provide housing assistance, including building, renovation and repair of simple, decent and affordable houses, technical consultation, and the financing of the construction and sale of houses with the cooperation of the prospective homeowners, to low-income families at no profit, using an inflation-adjusted financing, the entire proceeds of which will subsequently be utilized towards providing housing assistance”.

1.2 In Article B I of the Trust Deed, Clause 2 shall henceforth read as under:

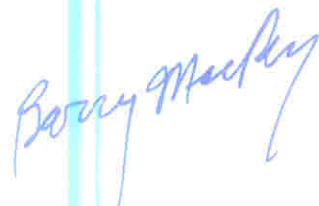
“2. To provide housing assistance, including building, renovation and repair of simple, decent and affordable houses, technical input, and financial support towards the construction of houses with the cooperation of the prospective homeowners and to low-income families irrespective of caste, creed, religion and community.”

1.3 In Article B I of the Trust Deed, the following Clause 3 shall stand deleted:

“3. To provide funding and loans to, as well as to receive the repayments of these loans from; locally run non-profit grass root level organizations in India and to various non-profit organizations and groups, which will then provide financing to poor people for the construction of houses, in order to ensure access to funding for a larger number of people.

In Article B I of the Trust Deed, Clause 3 shall henceforth read as under:

“3. To assist the needy in housing improvements on well-established housing micro-finance principles directly or in partnership with locally run non-



<u>Deed Related Detail</u>			
Deed Name TRUST			
Land Detail			
Tehsil/Sub Tehsil	Sub Registrar V	Area of Building	0 oZx Qc
Village/City	Chitranjan Park	Building Type	
Place (Segment)	Chitranjan Park		
Soil Type	Residential		
Area of Soil	1.00	oZx xt	
Money Related Detail			
Value	0.00 Rupees	Value of Stamp Duty	100.00 Rupees
Value of Registration Fee	3.00 Rupees	Pasting Fee	1.00 Rupees

Presented by Sh/Smt. Barry Stephen Mackey S/o, B-248 C R Park new Delhi  
 W/o Stephen Henry Mackey R/o of the Registrar/ Sub Registrar, Delhi this 15/09/2005 day Thursday  
 between the hours of

Signature of Presenter

  
 Registrar/Sub Registrar  
**Sub Registrar V**  
 Delhi/New Delhi

Execution admitted by the said Shri/Smt Barry Stephen Mackey  
 and Shri/Smt./Km. .

Who is/are identified by Shri/Smt./Km. Chandra Shekhar S/o W/o D/o G. S. Templ R/o Tohana Dist Patehabad  
 and Shri/Smt./Km Ajit Mathai S/o W/o D/o Verghese Mathai R/o 34 Ward No 1 Mehrauli N D

(Marginal Witness). Witness No. II is known to me. Contents of the document

Contents of the document explained to the parties who understand the conditions and admit them as correct.

Date 17/09/2005

  
 Registrar/Sub Registrar  
**Sub Registrar V**  
 Delhi/New Delhi



profit grass root level organizations; various non-profit organizations and groups, which will then provide necessary shelter related support to poor people for the construction of houses and reach out to a larger number of people, irrespective of caste, creed, religion and community. This will ensure access to funding for a larger number of low income people.”

1.4 In Article B I of the Trust Deed the following Clause 4 shall stand deleted:

“4. To enter into partnership with Regional, National and International Corporate Houses and Non-Governmental Organizations as well as partner with local level Self Help Groups or their apex bodies to achieve the main objects of the Trust.”

1.5 In Article B I of the Trust Deed Clause 4 shall henceforth read as under:

“4. To open, found, establish, promote, setup, run, maintain, assist, finance, support and/ or help the various community development programmes and/or activities as well as to assist in the monetary contribution or other assistance in construction and development of community development projects. To receive financial and non-financial assistance from the government, the Non-government organizations, international agencies, banks and any other legal entity or individual. To establish and maintain contact and co-operate with other institutions, organizations in and outside India having similar objects of this trust.”

1.6 In Article B I of the Trust Deed the following Clause 5 shall stand deleted :

“5. To demonstrate the love and teachings of Jesus Christ.”

1.7 In Article B I of the Trust Deed Clause 5 shall henceforth read as under:

“5. To demonstrate the concern, compassion and care of the global community towards the poor, marginalized and downtrodden irrespective of caste, creed, religion and community.”

2. Except as amended herein no other provision of the Trust Deed shall stand amended.

3. This Deed shall be supplementary to and not in supersession of the Trust Deed.

*Barry Mackay*

4. The amendments herein to the Trust Deed shall take effect from the date hereof.

**IN WITNESS WHEREOF** the Settlor has caused this Deed to be executed on the day and year first hereinabove written, by the duly authorized representative.

Signed, Sealed and Delivered by



Name:

Title:

in the presence of

1.



Name: Chandha Shekhar

Address: 80 Sh. G S. Tempji

Rto Tohana, SDM

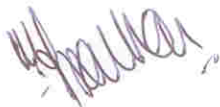
Tohana Dist. Patkhabad

2.

DL No - 78207/SDT

Name:

Address:



ASIT MATHAI

S/o VERGHESE MATHAI

34/1 WARD NO 1, MEHRAULI.

PP # A 1470228

Reg. No. 10409      Reg. Year 2005-2006      Book No. 4



Ist Party      न्यासकर्ता

IInd Party



Witness      xokg

Ist Party

IInd Party

Ist Party      न्यासकर्ता :-      Barry Stephen Mackey


IInd Party      न्यासी :-

Witness      xokg      Chandra Shekhar      Ajit Mathai

**Certificate (Section 60)**

Registration No.10,409      in Book No.4 Vol No 2,601  
on page 53      to 56      on this date      15/09/2005      day Thursday  
and left thumb impressions have/has been taken in my presence.

Date 17/09/2005

  
Sub Registrar  
Sub Registrar V  
New Delhi/Delhi

