
DECLARATION OF TRUST

DATE

28th June 2006

SHAUNAKA RISHI DAS
- AND -
SHARMILA FORD
- AND -
NEERJA SETHI
- AND -
WINIFRED MARGARET MORGAN
- AND -
PROFESSOR RICHARD FRANCIS GOMBRICH
- AND -
PROFESSOR JOHN STEPHEN KEITH WARD

THE OXFORD CENTRE FOR HINDU STUDIES
(Charity Registration Number: 1074458)

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Ref: RB/TM/OXF82888

THIS DECLARATION OF TRUST is made today, the

28th June 2006

BY:

- (1) **SHAUNAKA RISHI DAS** of "Jolly's Byre", Charlton-On-Otmoor, Oxfordshire OX5 2UQ:
- (2) **SHARMILA FORD** of 8810 SW 31st Avenue, Gainesville, Florida 32608, United States of America;
- (3) **NEERJA SETHI** of 5085 Middlebelt, West Bloomfield, Michigan 48323, United States of America;
- (4) **WINIFRED MARGARET MORGAN** of Northmore Place, Oxford OX2 6XB;
- (5) **PROFESSOR RICHARD FRANCIS GOMBRICH** of 11 Barton Lane, Headington, Oxford OX3 9JR; and
- (6) **PROFESSOR JOHN STEPHEN KEITH WARD** of Church View, 1a Abingdon Road, Cumnor, Oxfordshire OX2 9QN

("the current trustees" who together with the future trustees of trustee of this deed are referred to as "the trustees").

WHEREAS

The Charity was established under a Declaration of Trust dated 1 February 1999 ("the 1999 Deed"), which was later amended, and the current trustees hold the Charity's funds on such trusts. The current trustees, in accordance with the 1999 Deed as amended have resolved unanimously to replace with this Declaration of Trust the 1999 Deed and all supplemental deeds and instruments.

NOW THIS DEED WITNESSES AS FOLLOWS:

The 1999 Deed and all supplemental deeds and instruments are revoked and the Charity's funds and assets are held on the trusts declared in this Deed.

A. ADMINISTRATION

The charitable trust constituted by this deed ("the Charity") and its property ("the trust fund") shall be administered and managed by the trustees under the name of The Oxford Centre for Hindu Studies or by such other name as the trustees from time to time decide with the approval of the Charity Commissioners for England and Wales ("the Commissioners").

B. OBJECTS

The advancement of education in the field of Hindu Studies, which expression shall in these

Objects be deemed to include teaching and studies of the languages pertaining to Hinduism, Hindu literature and subjects which are, in the opinion of the Board of Governors, ancillary thereto and in connection therewith to provide or assist in the provision of a centre and facilities for Post Graduate research in Hindu studies and translation of pertaining languages and other works, and the compilation and maintenance of an archive relating to Hindu communities.

C. POWERS

In furtherance of the objects but not otherwise the trustees may exercise any of the following powers:

- (1) to raise funds and invite and receive contributions: Provided that in raising funds the trustees shall not undertake any substantial permanent trading activity and shall conform to any relevant statutory regulations;
- (2) to buy, take on lease or in exchange, hire or otherwise acquire any property necessary for the achievement of the objects and to maintain and equip it for use;
- (3) subject to any consents required by law to sell, lease or otherwise dispose of all or any part of the property comprised in the trust fund;
- (4) subject to any consents required by law, to borrow money and to charge the whole or any part of the trust fund with repayment of the money so borrowed;
- (5) to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the objects or of similar charitable purposes and to exchange information and advice with them;
- (6) to establish or support any charitable trusts, associations or institutions formed for the objects or any of them;
- (7) to appoint and constitute such advisory committees as the trustees may think fit;
- (8) to employ such staff (who shall not be trustees) as are necessary for the proper pursuit of the objects and to make all reasonable and necessary provision for the payment of pensions and superannuation to staff and their dependants;
- (9) to permit any investments comprised in the trust fund to be held in the name of any clearing bank, any trust corporation or any stockbroking company which is a member of the Stock Exchange (or any subsidiary of such a stockbroking company) as nominee for the trustees and to pay any such nominee reasonable and proper remuneration for acting as such;
- (10) to delegate to any one or more of the trustees the transaction of any business or the performance of any act required to be transacted or performed in the execution of the trusts of the Charity and which is within the professional or business competence of such trustee or trustees: Provided that the trustees shall exercise reasonable supervision over any trustee or trustees acting on their behalf under this provision and shall ensure that all their acts and proceedings are fully and promptly reported to them;

(11) to do all such other lawful things as are necessary for the achievement of the objects.

Nothing in this document shall prevent any payment in good faith by the Charity of any premium in respect of any indemnity insurance to cover the liability of the Trustees which, by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Charity. Provided however that any such insurance shall not extend to any claim arising from liability resulting from conduct which the Trustees knew, or must be assumed to have known, was not in the best interests of the Charity, or which the Trustees did not care whether it was in the best interests of the Charity or not and provided also that any such insurance shall not extend to any claim arising from liability for the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Trustees.

D. APPOINTMENT OF TRUSTEES

(1) There shall be at least three trustees. Every future trustee shall be appointed by a resolution of the trustees passed at a special meeting called under clause K.

(2) In selecting persons to be appointed as trustees, the trustees shall take into account the benefits of appointing a person (who through residence, occupation, employment or otherwise has special knowledge of the area of benefit or) who is (otherwise) able by virtue of his or her personal or professional qualifications to make a contribution to the pursuit of the objects or the management of the Charity.

(3) When any new trustee is appointed the trustees shall ensure that any land belonging to the Charity which is not vested or about to be vested in the Official Custodian for Charities or in a custodian trustee and all other property of the Charity which is not vested or about to be vested in the Official Custodian for Charities, a custodian trustee or a nominee is effectively vested in the persons who are the trustees following such appointment.

E. ELIGIBILITY FOR TRUSTEESHIP

(1) No person shall be appointed as a trustee:

(a) Unless he or she has attained the age of 18 years; or

(b) In circumstances such that, had he or she already been a trustee, he or she would have been disqualified from office under the provisions of the following clause.

(2) No person shall be entitled to act as a trustee whether on a first or on any subsequent entry into office until after signing in the minute book of the trustees a declaration of acceptance and willingness to act in the trusts of the Charity.

F. DETERMINATION OF TRUSTEESHIP

A trustee shall cease to hold office if he or she:

- (1) is disqualified from acting as a trustee by virtue of section 45 of the Charities Act 1992 (or any statutory re-enactment or modification of that provision);
- (2) becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs;
- (3) is absent without the permission of the trustees from all their meetings held within a period of six months and the trustees resolve that his or her office be vacated; or
- (4) notifies to the trustees a wish to resign (but only if at least two trustees will remain in office when the notice of resignation is to take effect).

G. VACANCIES

If a vacancy occurs the trustees shall note the fact in their minute book at their next meeting. Any eligible trustee may be re-appointed. So long as there shall be fewer than two trustees none of the powers or discretions hereby or by law vested in the trustees shall be exercisable except for the purpose of appointing a new trustee or trustees.

H. ORDINARY MEETINGS

The trustees shall hold at least two ordinary meetings in each year.

I. CALLING MEETINGS

Meetings of the trustees may be called at any time by the chairman or any two trustees on not less than ten days' notice being given to the other trustees.

J. CHAIRMAN

The trustees at their first ordinary meeting in each year shall elect one of their number to be chairman of their meetings until the start of the first ordinary meeting in the following year. The chairman shall always be eligible for re-election. If the chairman is not present within ten minutes after the time appointed for holding a meeting or there is no chairman the trustees present shall choose one of their number to be chairman of the meeting.

K. SPECIAL MEETINGS

A special meeting may be called at any time by the chairman or any two trustees on not less than fourteen days' notice being given to the other trustees of the matter to be discussed but if the matters include an appointment of a trustee then upon not less than 21 days' notice being so given. A special meeting may be called to take place immediately after or before an ordinary meeting.

L. QUORUM

There shall be a quorum when at least one third of the number of trustees for the time being or two trustees, whichever is the greater, are present at a meeting.

M. VOTING

Every matter shall be determined by a majority of votes of the trustees present and voting on the question. The chairman of the meeting shall have a casting vote whether he or she has or has not voted previously on the same question but no trustee in any other circumstances shall give more than one vote.

N. MINUTES

The trustees shall keep minutes, in books kept for the purpose of, of the proceedings at their meetings.

O. ACCOUNTS

The trustees shall comply with their obligations under the Charities Act 1992 (or any statutory or modification of that Act) with regard to:

- (a) the keeping of accounting records for the Charity;
- (b) the preparation of annual statements for the Charity;
- (c) the auditing or independent examination of the statements of account of the Charity; and
- (d) the transmission of the statements of account of the Charity to the Commissioners.

P. ANNUAL REPORT AND ANNUAL RETURN

The trustees shall comply with their obligations under the Charities Act 1992 (or any statutory re-enactment or modification of that Act):

- (a) with regard to the preparation of an annual report and its transmission to the Commissioners; and
- (b) with regard to the preparation of an annual return and its transmission to the Commissioners.

Q. GENERAL POWER TO MAKE REGULATIONS

Within the limits of this deed the trustees shall have full power from time to time to make regulations for the management of the Charity and for the conduct of their business, including the calling of meetings, the deposit of money at a bank and the custody of documents.

R. BANK ACCOUNT

Any bank account in which any part of the trust fund is deposited shall be operated by the trustees and shall be held in the name of the Charity. All cheques and orders for the payment of money from such account shall be signed by at least one trustee and one other person nominated by the trustees at any meeting called under clause K.

S. TRUSTEES NOT TO BE PERSONALLY INTERESTED

No trustee shall acquire any interest in property belonging to the Charity (otherwise than as a trustee for the Charity) or receive remuneration or be interested (otherwise than as a trustee) in any contract entered into by the trustees.

T. MANAGEMENT OF LAND

Subject to any consents which may be required by law, the trustees shall either sell or let any land belonging to the Charity which is not required to be retained or occupied in furtherance of the objects.

U. LEASES

The trustees shall ensure that on the grant by them of any lease the tenant shall execute a counterpart lease. Every lease shall contain a covenant on the part of the tenant for the payment of rent and a proviso for re-entry on non-payment of the rent or non-performance of the covenants contained in the lease.

V. REPAIR AND INSURANCE

The trustees shall keep in repair and insure to their full value against fire and other usual risks all the buildings of the Charity which are not required to be kept in repair and insured by the tenant and shall also insure suitably in respect of public liability and employer's liability.

W. AMENDMENT OF TRUST DEED

- (1) The trustees may amend the provisions of this deed, provided that:
 - (a) no amendment may be made to clause B (the objects clause) unless it appears to the trustees that the objects can no longer provide a suitable and effective method of using the trust fund;
 - (b) no amendment may be made to clause B (the objects clause), clause S (trustees not to be personally interested clause) or this clause without the Commissioners' prior consent in writing; and
 - (c) no amendment may be made which has the effect of the charity's ceasing to be a charity at law,

(2) Any amendment shall be made by deed under the authority of a resolution passed at a special meeting of the trustees.

(3) The trustees should promptly send to the Commissioners a copy of any amendment made under this clause.

X. DUTY OF CARE AND EXTENT OF LIABILITY

(1) When exercising any power (whether given to them by this deed, or by statute, or by any rule of law) in administering or managing the Charity, each of the Trustees must use the level of care and skill that is reasonable in the circumstances, taking into account any special knowledge or experience that he or she has or claims to have ("the duty of care").

(2) No Trustee, and no one exercising powers or responsibilities that have been delegated by the Trustees, shall be liable for any act or failure to act unless, in acting or in failing to act, he or she has failed to discharge the duty of care.

(3) A Trustee exercising any power as above shall be entitled to an indemnity from the funds of the Charity to the extent of those funds for any personal liability he or she incurs thereby as a Trustee except to the extent that he or she has failed to discharge the duty of care (and in particular, but without prejudice to the generality of this Subclause, this entitlement to indemnity extends to any Trustees incurring liability as a proprietor or tenant of any property held on trust for the Charity).

Y. GOVERNING LAW

It is intended that the Trust should be governed by the law of England and Wales.

In WITNESS whereof the parties hereto have hereunto set their respective hands the day and year first before written.

Signed as a deed by
SHARMILA FORD
in the presence of
Witness's name.
Witness's address:

Signed as a deed by
PROFESSOR RICHARD FRANCIS GOMBRICH
in the presence of
Witness's name.
Witness's address:

Signed as a deed by
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