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नोंदणीचे प्रमाणपत्र

याद्वारे प्रमाणपत्र देण्यात येते की, चाली वर्णन केलेली सार्वजनिक विश्वस्तव्यवस्था ही अत्र, मुंबई सार्वजनिक विश्वस्तव्यवस्था अधिनियम, १९५० (सन १९५० चा मुंबई अधिनियम क्रमांक २९) या अन्वये मुंबई सार्वजनिक विश्वस्तव्यवस्था नोंदणी केवळ सार्वजनिक विश्वस्तव्यवस्था नोंदणी कार्यालयाने योग्य रीतीने नोंदव्यात आलेली आहे.

सार्वजनिक विश्वस्तव्यवस्थेचे नाव कोडी विद्यापीठ

सार्वजनिक विश्वस्तव्यवस्थांच्या नोंदणी पुस्तकातील क्रमांक २२५४४

श्री. देवेंद्र सुभाषराव गोवंशी यात प्रमाणपत्र दिले.

आज दिनांक १९/११/२००७ रोजी भाषणा सहोनिशी दिले.



सही [Signature]

परमार्थ सार्वजनिक विश्वस्तव्यवस्था नोंदणी कार्यालय, मुंबई

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE
HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

AU 158505

21 SEP 2007

श्री एस.एस. नाईक
नॉन जजिसियल

THIS INDENTURE OF TRUST made at 21 this 09
SEP 2007 day of 07 in the year Two Thousand Seven BETWEEN:

LAVENDRA SURAJMALJI BOTHRA an Indian, age 39 years,
Occupation - Business, Residing at -B-45, Shilpa Building, Azad Road,
Andheri (Mumbai) hereinafter referred to as "The Settlor" (which
expression shall unless repugnant to the context or meaning thereof be
deemed to include his heirs, executors and administrators) of the ONE
PART.

S. Surajmalji Lavendra Surajmalji Bothra

AND

- for

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s. 211. Krongum Dat

5. MRS. DEEPA DEVKINANDAN PANT, (FIRST TRUSTEE) an Indian, age 40 years, Occupation - Business, Residing at AL-06, 18/12, Prathmesh Apartment, Sector -05, Airoli, Navi Mumbai-400708.

hereinafter called "THE TRUSTEES" (Which expression so far as the context will admit will include them and the survivors or the last survivor of them and the TRUSTEES or TRUSTEE for the time being and from time to time of these presents, and executors or administrators of the last surviving Trustee, their, his or her assigns) of the OTHER PART :

WHEREAS the SETTLOR is well sufficiently entitled to the sum of Rs 1,00,000/- (Rupees One Lakh only).

AND WHEREAS the SETTLOR is desirous of making a trust settlement in respect of the said sum of Rs 1,00,000/- (Rupees One Lakh only) for the advancement of Charitable Objects of a public nature in general and more particularly for establishment of educational institutions, and other educational purposes and for diverse other causes of a public Charitable nature in the manner hereinafter appearing, for the Benefit of everyone in general and more particularly Hindi Speaking people from Maharashtra, Central, North and North Eastern States of India

AND WHEREAS the SETTLOR has in anticipation of the execution of these presents paid to the TRUSTEES a sum of Rs 1,00,000/- (Rupees One Lakh only) (the receipt of which the TRUSTEES do hereby admit and acknowledge) to be held by them upon the Trust and subject to the powers and provisions hereinafter declared and contained;

for

(Signature)

S. Deepa . Devkinandan Pant

(8)

NOW THEREFORE THIS DEED OF TRUST WITNESSETH
AS FOLLOWS :-

Ans.

Womersley

S. S. Kumar. Kongsan @pt

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Chambers

S. J. L. Kizangshin Quat

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6. OBJECTS :- The Trustees shall irrespective of caste, creed religion or sex apply the Trust Properties or any part or parts thereof or the income thereof or such part or parts of the Income thereof as they may in their absolute discretion think fit or proper for all or any of the objects hereinafter specified.,
THAT IS TO SAY :-

To open, establish, maintain, acquire, support, aid or grant monetary assistance to any bal- Mandirs, Schools, colleges, industrial homes, poly-technic institutions, technical / commercial colleges, research laboratories, libraries, reading rooms, Vidyapiths or other Institutions imparting education and training to students in such lines and courses as the Trustees may, from time to time, determine.

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- (3) To open establish, maintain or support any Hostels and/or Boarding houses and grant free boarding and lodging to poor and deserving students without any distinction of caste, creed religion or sex studying in any schools, colleges, Vidyapeeths or other Educational Institutions.
- (4) To give and grant monetary assistance to students either by way of scholarship, grant or loss or otherwise studying in any bal-mandir, schools, colleges, Vidyapeeths or other Educational Institutions whom to Trustees may deem to be deserving thereof to enable them to receive such education, training and qualification in India or abroad as the Trustees may approve.
- (5) To give or supply or distribute Books, food, clothes and other necessities of life and/or give school, college or tuition fees to deserving students or grant all monetary assistance to them for the aforesaid purposes.
- (6) In general to promote Education and learning in all its branches.

"B" MEDICAL RELIEF :

- (7) To establish, maintain, support or grant monetary assistance to dispensaries at any place with or without medical schools and nursing institutions or any of them for the treatment of patients suffering from any diseases or accidents.

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- (8) To establish, maintain, support or grant or give monetary assistance and donations to hospitals, dispensaries, convalescent homes, asylums, medical schools, or colleges, medical and after care clinics, sanatoriums, nursing homes, orphanages and other public institutions for administering medical relief to the poor upon such terms and conditions for such period as the Trustees shall think fit.
- (9) In general to carry on other activities of medical relief and aid.

"C" Relief or Poverty :

- (10) To grant help to the poor or deserving persons in India during epidemics, famine, flood, earth-quake or any unforeseen calamities or war or war-like operations.
- (11) To distribute free food clothes, blankets, Utensils and like other household things to the poor and needy at any place or places, and particularly at holy places and places of pilgrimage.
- (12) To grant relief in any form to the maimed, disabled, infirm and the poor.
- (13) To provide for the welfare of or otherwise support the deaf, dumb, blind, crippled or handicapped persons or to these who are otherwise physically or mentally deficient, weak or infirm.

for

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S. J. Kumar . K. R. S. H. Pant

- (14) To establish, maintain and support cheap or low rent chawls, or buildings or houses for the poor or for persons with low income at any place or places in India without any distinction of caste, creed or religion.
- (15) To grant relief by means of pecuniary or other help in the shape of monthly or periodically loans or otherwise to such persons who shall, in the opinion of the Trustees be in destitute, straitened circumstances or otherwise unable to maintain themselves for the time being and may be deserving support and grant-like relief by way of donations and subscriptions or otherwise to any charitable institutions having for its objects alleviation of human suffering.

"D" - GENEAL PUBLIC UTILITY :-

- (16) To promote, establish, support, maintain or grant aid to any institution or academy for the promotion of Science, literature and Fine Arts and for diffusion of knowledge.
- (17) To establish, maintain and support, libraries, Museums, Reading Rooms, Gardens, Parks, Publics Halls and Galleries for the Public benefit and/or means of public recreation.
- (18) To do anything for the relief of the poor, education, medical relief, social uplift and for the advancement of any object of general Public utility not involving the carrying on of any activity for profit.

for

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S. P. Kumar . Managing Trust

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- (19) To afford encouragement, support or otherwise assist the promotion of development of sports of all kinds including cricket, hockey, football, tennis and India Sports and games of all description yielding benefit to the Public at large.
- (20) To promote, manage, co-operate with or accord financial assistance to or otherwise assist the work of any foundation, institution or body engaged in any public charitable purpose whether the same is enumerated in the foregoing sub-clause or not.

"E" - FAMILY PLANNING :-

- (21) To open, establish, maintain, acquire and run centres for the promotion of family planning approved by the Central Government for the purpose.
- (22) To grant monetary assistance and donations to the Government or any such local authority, institutions or associations as may be approved in this behalf by the Central Government, to be utilised for the purpose of promoting family planning.

"F" - SOCIOECONOMIC & PHILOSOPHICAL RESEARCH :-

- (23) To take all possible steps for the spread and promotion of social economic, scientific and philosophical research in all its branches in such manner as the Trustees may think fit, including:

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- a. To firm, establish, take over or otherwise conduct socio-economic, scientific and philosophical research institutions in all branches of knowledge and discipline and spend moneys for the said purposes or for purposes connected herewith.
- b. To print, publish and circulate books, papers, periodicals and circulate at no profit and to be sold at or below or no cost for the promotion or stimulation of socio economic, scientific and philosophical research or dissemination of its results in respect of experiment undertaken by the Trust.
- c. To provide, encourage, initiate or promote facilities for discovery, improvement or redevelopment of new methods in any branch of socio economic, scientific or philosophical research.

It is hereby clarified that all programmes of research shall be undertaken by a separate wing of the Trust known as "A.R. FOUNDATION" that the accounts of this wing shall be kept separate, that the receipts for the donations/ contributions received for this wing shall also be kept separate and the separate Bank Account/s shall be opened for the activities of Research Wing.

"G" - RURAL DEVELOPMENT :-

- (24) To undertake "Programmes of rural development" as defined in section 35-CC of the Income Tax Act, 1961.

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- (25) To assist the improvement of agriculture, animal husbandry, public health and hygiene, water supply, irrigation, co-operatives, education and finance in rural areas.
- (26) To arrange for bank loans and subsidies for various craftsmen, small traders, small and marginal farmers and landless labourers for supplementary income generation as well as for purchase of various inputs.
- (27) To arrange finance for constitution of additional rooms fit Balmandirs and Primary Schools as well as construction and repairs of village roads, establishment of artificial instamiation and cross -breeding centres, organisation health camps, running of dispensaries, sewing classes and Charkha centres, and organising educational tours for village women.
- (28) To impart training to individuals for meaning rural development programmes.

It is hereby clarified that all programmes of rural development shall be undertake by a separate wing of the Trust and that the accounts of this wing shall be kept separate, that the receipts for the donations received for this Wing shall also be kept separate and that separate Bank Accounts shall be opened for the activities of the Rural Development Wing of the Trust.

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"H" - CONSERVATION OF NATURAL RESOURCES :-

- (29) To undertake "Programmes of Conservation of natural resources" as defined in Section 35-CCB of the Income Tax Act, 1961.

It is hereby clarified that all programmes of Conservations of Natural Resources shall be undertaken by a separate Wing of the Trust and that the accounts of this Wing shall be kept separate, that the receipts for the donations received for this wing shall also be kept separate and that separate Bank Accounts shall be opened for the activities of the Conservation of Natural Resources Wing of the Trust.

"I" - GENERAL HELP ETC :-

- (30) To promote, manage, co-operate with or accord financial assistance to or otherwise assist the work of any foundation, institution or body engaged in any public charitable purposes whether the same is enumerated in the foregoing sub-clauses or not.

"J" - CATER TO THE NEEDS OF MINORITY :-

- (31) To cater to the educational and medical needs of the students from the Hindi Speaking linguistic minorities from Maharashtra, Central, North and North Eastern states of India.

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S. S. Kumar. KROHSHIM Dant

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SCHEDULE - 1

POWERS, PROVISIONS, DIRECTIONS AND AGREEMENTS
RELATING TO THE TRUST

1. POWER OF TRUSTEES :

Without prejudice to the generality of any powers conferred by these presents or by law on or vested in the Trustees, the following powers and authorities are hereby expressly conferred on the Trustees, that is to say :

- a. To appoint and term the Trustee No.1 and Trustee No.2 as Founder Trustees.
- b. To permit Founder Trustees to operate any banking account or accounts without any liabilities upon other Trustees to examine the said account or to be in any way responsible for the acts, deeds, or defaults of Trustees operating such accounts.
- c. To purchase, construct or take on hire or on lease or on leave or licence or on barter or exchange or otherwise any immovable or moveable property for any of the purpose of the Trust at such price, cost or rents or other considerations or on such terms and conditions and for such period and with or without option for renewal as the Trustees may think fit.

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- d. Subject to the provisions of law in that behalf for the time being in force to let out, lease, demises, mortgage, charge or give on licence any property belonging to the Trust on such terms and subject to such conditions and for such period as the Trustees may think fit.
- e. To appoint or otherwise engage or procure service of and reappoint lecturers, professors, teachers, executives, officials, engineers, research workers, technician, instructors and other expert in different fields such as architects, engineers, advocates, tax consultants, scientists, philosophers, or other persons specialised in the dissmination or advancement of knowledge and other employees on such salary, wages, fees, commissions or other remuneration and on such terms as the Trustees may think fit and to discharge, dismiss them or to terminate their appointment or engagement.
- f. To delegate by power of attorney or otherwise to any Trustee or Trustees or any other person any power implied by law or conferred by statute or vested in the Trustees by these presents. In such an event, the Trustees shall not be held liable or responsible for the so to or defaults of any such delegate but they shall only be for their own respective acts and defaults.
- g. To reimburse themselves or any of them out of the funds or any property subject to the trusts of these presents and income thereof, all expenses that may be incurred in or about the execution of the trusts and powers of these presents, including reasonable amount of travelling expenditure incurred for attending any meeting of the Trustees or any duties or functions relating to Trust.



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- h. To decide by majority all questions arising in the administration of Trusts hereof including all questions relating to the interpretation of these presents, the administration of any institution conducted by the Trust, of or concerning anything relating to, connected with or arising out of these presents or the operations hereof. The decision of the Trustees on all or any of the matter shall be final subject to consent of Founder Trustees.
- i. To compromise, compound, abandon, submit to arbitration or otherwise settle any actions, suits, proceedings, debts, claims or things whatsoever arising out of the administration of the Trust Fund or any institutions maintained or conducted by the Trust and for any of these purposes to enter into, give execute and do such agreements, instruments or compositions or arrangements, releases and other writings as may seem to the Trustees expedient, without being liable or responsible for any loss occasioned by any act or thing so done by them in good faith as fully as if they were absolutely entitled to the Trust Fund and the said institutions without being answerable for any loss occasioned to thereby.
- j. To set up one or more Committees for the routine and day to day management and administration of any such institutions under their ultimate supervision and control. The Trustees shall be entitled to frame the constitution and regulate the procedure of such Committee and to delegate to them such powers as they may consider proper and necessary. Any one Founder Trustee or more

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Trustees may be member of any such Committee to which the Trustees may nominate persons other than themselves. The Founder Trustees will preside such committee in the capacity of Chairman Sub Committee.

- k. To frame such rules and regulations for the management and administration of the Trust and the institutions as they shall think fit and to alter or vary the same from time to time and to make new rules and regulations which shall not be inconsistent with the terms of these presents.
- l. To deposit by way of safe custody any documents held by them relating to any property belonging to the Trust with any bank and to pay any sum payable in respect of such deposit.
- m. To permit the investments to stand so long as the Trustees desire in the name of any Founder Trustee or other Trustee or Trustees and to provide which Trustee shall in case of joint investments be named as the first.
- n. To borrow or raise any money that may be required by the Trust for the purposes of its objects upon such terms as may be deemed advisable and in particular by the issued of bonds, debentures, bills of exchange, promissory notes or by creation of mortgage or charge or hypothecation on all or any part of the immovable or moveable assets belonging to the Trust.

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- o. For the benefit of the Trust to become member of any other bodies or persons, associations of persons, institutions, societies and bodies corporate including companies limited by guarantee and subject to the provisions of law in that behalf to invest money in them.
- p. To act according to the decision of the majority when the Trustees are not unanimous and such decision shall be binding on the minority as well as on those Trustees who may not have voted or who may have abstained or who may be absent. If the Trustees shall be equally divided in opinion, the matter shall be decided unanimously by Founder Trustees.
- q. The Trustee shall have the power to determine in case of doubt whether any money or property shall for the purpose of these presents be considered as capital or income and whether out of the income or capital any expenses or outgoings shall or ought to be paid or borne and any and every such determination shall be binding and conclusive PROVIDED that nothing herein contained shall be deemed to authorise the Trustee to spend the income or corpus of the Trust Property for any purpose not authorised by these presents.
- r. To appoint one between the Founder Trustees as Managing Trustee/ Chairman with such powers as may be delegated to him from time to time.
- s. The maximum period a Chairman can hold his Office in one tenure is two years. At the end of Two years period

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from the date of assuming offices the other Founder Member automatically takes charge as Chairman of the Trust. In the absence of any official meetings at the end of two year period it is deemed that the other Founder member is appointed as Chairman and he is entitled to act and deliver all the responsibilities as Managing Trustees or Chairman of the Trust.

- t. Each Founder Trustee has an veto power which he is entitled to use at his discretion without any prejudice against majority decision of the Trustees. Founder Trustee with his veto power may stall implementation of the resolution or ask for suitable amendment to the resolution.
- u. The founder Trustee's unanimously have the authority to sell, purchase and lease out the current and fixed assets of the Trust with prior permission under Bombay Public Trust Act 1950 section 36(1) from Deputy / Asst. Chantry Commissioner, Thane/ Mumbai.
- v. The Founder Trustees may amalgamate this Trust and its properties with another trust or institution having objects wholly or any one of them similar to those to this Trust provided both together pass an unanimous resolution to that effect and sanction of the appropriate authority as may be required under the Bombay Public Trust Act, 1950 or any other prevailing act/s applicable to the Charitable Trust is obtained.

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2. INVESTMENT OF TRUST FUNDS :

Subject to the provisions of any law for the time being in force and applicable to the Trusts in general and subject to the Bombay Public Trust Act, 1950, the Trustees shall invest all money which shall require investment in any investments or properties of whatsoever nature and whatsoever situate and whether involving liabilities or producing income or not and in any manner they may think proper and shall call in, sell, convert or exchange such investments and properties, both moveable and immoveable as are forming part of the Trust Fund, whenever they in their absolute discretion think fit or desirable to do so. The above decision needs unanimous approval of Founder Trustees.

AND WITHOUT PREJUDICE to the generality of the foregoing powers but subject to the restrictions imposed by law for the time being in force the Trustees shall be at liberty in their absolute discretion to invest the Trust Property and any other moneys requiring investment in the following investments or any other one or more of them as the Trustees may deem fit, namely :

- a. Stocks, funds, shares securities and investments in which the Trustees are by law for the time being in force on the Union of India authorised to invest such moneys ;
- b. Any stock or securities or debentures the interest or dividend thereof shall have been guaranteed by the Government of India or the Government of Maharashtra or the Government of any other State ;

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d. fixed or other deposits with any Bank ;

c. In lending moneys on mortgage or any immoveable property of any tenure or and interest there;

f. In the purchase acquisition or mortgage of any immoveable property or properties (including vacant lands) of any tenure in the whole of India or any interest in any such property or in demolishing the structures (if any) and constructing any buildings thereon and in developing or making additions or alterations to any existing buildings ;

g. In making loans upon the security of any immoveable property or moveable property.

h. In making loans to or deposits with any person, firm or company or corporation ;

i. In the purchase of any immoveable property or acquisition of flats or apartments by becoming members of co-operative societies or associate of persons.

In execution of the powers of investment hereby or by law conferred upon the Trustees, no Trustee shall be liable for any loss to the Trust Fund arising by reason of any investments made in good faith nor shall any Trustee hereof be liable for

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any loss to or in respect of the Trust Fund unless such loss shall be attributable to his own dishonesty or willful commission of any act known by him to be a breach of trust or due to his culpable negligence.

3. INVESTMENT IN IMMOVABLE PROPERTIES :

It shall be lawful for the Trustees to construct build, erect buildings, houses, tenaments, to pull down renovate, rebuild, alter, adapt, improve, add to, develop or repair any immovable properties comprised in the Trust Fund and to expend for all or any of the above purposes such moneys out of the Trust Fund or the Income thereof as the Trustees may in their discretion think fit and proper. The Trustees shall also be entitled in their name or in the name of one or more of them to become members of any co-operative society or other like institution for the protection, benefit and improvement of the Trust Fund or any property comprised therein as also to enter into such contracts and take such other actions and proceedings as they think proper for the purpose of such protection, benefit or improvement and to pay all fees and subscriptions and defray all charges and expenses as may be considered proper. The Trustees shall also be entitled to enter into any agreements or covenants with the Owners of or persons interested in any other properties and whether restrictive or otherwise and whether for the benefit of the properties comprised in the Trust Fund or other proportion, as they may in their absolute discretion think fit from time to time. The Trustees shall also have the power to insure any premises comprised in the Trust Fund against loss by fire, lightning or civil commotion or other risks or losses as the Trustees may think proper from time to time but no,

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liability shall attach on the Trustees or any of them by reason of any property remaining uninsured in any way. The Trustees shall also have the power after paying all rents, taxes and other outgoings and expenses out of rents and profits of any immovable properties, to set aside out of the balance thereof from time to time such sums of money as the Trustees consider proper to meet the expenses of heavy repairs or by way of depreciation or sinking fund and to utilise the same and the income thereof for heavy repairs or for rebuilding or reinstating immovable properties or erecting new buildings and in the meantime to invest the same in the manner authorised by these presents.

It shall also be lawful for the Trustees to permit any immovable property forming of the Trust Fund to be held, used and enjoyed for the purpose of any scheme of charity or other purposes of these presents.

2. Without prejudice to the provisions of any other clause of these presents it shall be lawful for the Trustees to allow any property forming part of the Trust property or otherwise in the possession or occupation of the Trustees to be used occupied or enjoyed for the purpose of any scheme or charity under these presents or for any of the purposes of these presents including of the residence by poor disabled and sick person or for any other purpose of these presents. It shall be also lawful for the Trustees to permit any immovable property forming part of the Trust property to be used officials or employees of the Trust of

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3. It shall be lawful for the Trustees to pull down, renovate, rebuild, alter, adopt, improve and to add to, develop or repair any immovable properties comprised in the Trust Property whether the same is used or to be used for the objects of the Trust or not and to expend thereon such moneys out of the Trust Property or the income thereof as they may think fit. The Trustees shall also be entitled to enter into Agreements or covenants with the Owners of or persons interested in any other properties and whether restorative or otherwise and whether for the benefit of the properties comprised in the Trust Properties or such other properties as they may in their absolute discretion think fit from time to time. The Trustees shall also have the power to insure the premises comprised in the Trust Property (whether used for the purpose of any charitable object or otherwise) or other premises forming part of or used in connection with the

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5 It shall be lawful for the founder Trustees unanimously at such time or times as they may in their absolute discretion think fit to sell by public auction or private contract or exchange or transfer assign or grant leases or sub-lease for any term however long or otherwise dispose of all or any part of the Trust Property including the immovable properties therein whether such property is used for the purpose of any charitable institution or otherwise and on such terms and conditions relating to title or otherwise in all respects they may think proper and to buy in renoind or vary any contract sale exchange mortgage transfer assignment or other disposition without being answerable for any loss occasioned thereby and for such purpose to execute all necessary conveyances or exchange assignments transfers mortgages leases sub-leases counterparts and other assurances and to pass give and execute all necessary receipts releases and discharges for the consideration moneys or otherwise relating to the documents and assurances. All money arising from any such transfer or other assurances shall be deemed to be part of the Trust Property and shall be applicable accordingly to the terms of these presents. Upon any sale or other transfer by the Trustees under the power aforesaid the purchaser or purchasers transferee or transferees dealing bonafide with the Trustees shall not be considered to see or enquiry whether the occasion for executing or exercising such power has arisen or whether the provisions as to the appointment and retirement of Trustees herein contained have been properly and regularly observed

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and performed neither shall the purchase nor the purchasers or transferees be concerned to see to the application of the purchase moneys other consideration of be answerable for the loss misapplication or non-application thereof.

4. POWER OF ACCEPT DONATIONS, GIFTS ETC.

The Trustees are hereby authorised to invite or accept donations of money, shares, debentures, bonds, securities, business and other movable or immovable property from the SETTLOR or any one else by way of gift, grant, legacy or otherwise on such terms and conditions as the Trustees may think fit not being inconsistent with the terms of these presents and such donations shall be held by the Trustees as secretion to or augmentation of the Trust Fund and shall be subject to the same trusts, powers and provisions as are contained in these presents and applicable thereto as if such money or other property had formed part of the original Trust Fund. Provided that any Founder Trustee may refuse to accept any such donation, grant or legacy which they may in their absolute discretion consider unsuitable.

5. APPOINTMENT OF NEW OR ADDITIONAL TRUSTEES

- a. If and when the Trustees hereby constituted or any of them or the Trustees or Trustee appointed as hereinafter provided shall die, desire to be discharged or retire or refuse or become incapable to act or is adjudicated insolvent or convicted of a Criminal offence involving

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moral turpitude and punished with fine and / or imprisonment or be absent from India for a continuous period of twelve months or more without obtaining leave of the Co-trustee in writing or if the Trustees hereby constituted any future Trustees appointed as hereinafter provided shall be desirous of appointing one or more additional trustees, the surviving or continuing trustees or trustee for the time being may subject to the provisions of clause (b) below, appoint a person or persons in the place of the Trustee or Trustees so dying, desiring to be discharged, or refusing, or becoming incapable to act, or adjudicated insolvent, or convicted of a criminal offence and punished as aforesaid, or being absent from India as aforesaid, or as an additional Trustees with the surviving or continuing Trustees.

- b. The Founder Trustees shall hold office for life and each Founder Trustee shall be entitled to nominate from amongst his or her adult descendants male or female as a trustee to hold office upon his or her death or resignation. In the absence of such nomination or appointment there shall always be appointed one trustee from amongst the adult descendants in the line of the Founder Trustees. The Trustee so nominated or elected shall hold office for life and shall be entitled to nominate a trustee likewise from amongst his or her adult descendants.
- c. In case of any other vacancy occurred in by other trustees, the Founder Trustees unanimously appoint new trustee or keep it vacant in line with clause 5. 'e' of minimum & maximum Trustees.

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- d. It shall be lawful for the person or persons for the time being entitled to appoint new Trustee or Trustees hereof to appoint any Bank, Company or Corporation to be an additional Trustee or Trustees or these presents jointly with the continuing Trustees upon such terms as to remuneration or otherwise and for such period as the continuing Trustees may think fit.
- e. The number of Trustees shall at no time be less than two nor more than fifteen.
- f. On every appointment of Trustee, the Trust Fund shall if and so far as the nature of the property and other circumstances shall require or admit and unless the Trustees otherwise resolve, but so as not to prejudice the powers of the Managing Trustee, be transferred so that the same may be vested in the Trustee or Trustees for the time being.

AND EVERY trustee so appointed as aforesaid may as well before or after such transfer in the execution of the Trusts and powers of these presents as fully and effectually as if he or she had been hereby constituted as Trustee.

6. MEETING OF TRUSTEES :

- a. The Trustees shall form and regulate their own procedure relating to the meeting of the Board of Trustees as shall fix the quorum for the meeting whenever necessary. The quorum unless the Trustees otherwise decide shall be two with minimum one Founder Trustee being present in all meetings.

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- b A meeting of the Trustees for the time being at which the quorum (if necessary) is present shall be competent to exercise all or any of the authorities powers and provisions by or under these presents vested in the Trustees or otherwise exercisable by them. This provision shall also apply to any exercise of the power or authority or discretion of the Trustees by an instrument in writing as mentioned herein below.
- c The Trustees shall appoint one of the Founder Trustee's to act as a Chairman of the Board of Trustees. The Chairman shall preside at all meetings. In the absence of the Chairman the other Founder Trustee present at the meeting shall act as a Chairman for the meeting
- d The Trustees may meet together for the conduct of the business and adjourn and otherwise regulate their meetings and proceedings as they may think fit.
- e A resolution passed without any meeting of the Trustees and evidenced by writing under the hands of the majority of the Trustees shall be as valid and effectual as a resolution duly passed at a meeting of the Trustees held in accordance with the provisions of these presents, provided it is signed by both Founder Trustees.
- f The Founder Trustees shall keep or cause to be kept proper books of accounts in which all receipts and expenditure relating to the Trust Fund and any other institutions maintained shall be entered and such books shall be kept at the office of the Trust or such institutions

S. J. Kumar. K. V. S. M. Grant

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as the case may be. The Trustees shall each year cause to be made and prepared all proper accounts of receipts and expenditure in connection with the management of the Trust Fund and other institutions for the preceding year showing separately several heads of receipts and expenditure.

- g. Notes made in the Minute Book and other writing of any matters relating to the Trust shall be conclusive evidence of the facts and matters duly noted therein.
- h. Every power, authority or discretion conferred upon the Trustees shall be exercised or signified either by some instrument in writing to be signed by majority of the Trustees or such of them as may be present in India or by resolution of the Trustees or such of them as shall be present and vote at any meeting of the Trustees. Both the Founder members have to essentially sign the minutes instrument to make it effective.

7. LIABILITY OF TRUSTEES :

- a. The Trustees shall be respectively chargeable only for such moneys, stocks, funds, securities, and other assets of the Trust as they shall actually receive notwithstanding their signing any receipt for the sake of conformity and shall be answerable and accountable only for their own respective acts, receipts, neglects and willful defaults and not for those of others nor for those of any bankers, brokers or other persons in whose hands any trust moneys or assets may be placed, deposited or

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come, nor for the deficiency or insufficiency of any stocks, funds and securities, nor for any other loss unless the same shall occur due to or through their or his own willful default or dishonest respectively and in particular no trustee shall bound to take any steps or proceedings against a Co-Trustee.

- b. Where the trustees in the purported exercise of the Trust, discretions and powers hereby or by law conferred act on the advice of any counsel, solicitor or lawyer, engineer, surveyor, land or estate agent, actually, accountant or other experts, the Trustees shall not be responsible for any loss that may result from nothing on such advice but the act of commission shall be deemed to be authorised and proper and the advice shall operate to protect the trustee in the like manner as if the act of commission had been directed or authorised under any act of under any order of a court of competent jurisdiction.

8. MISCELLANEOUS :

- a. Any Trustee being a lawyer, accountant, engineer or research worker of other person engage in any profession or business shall be entitled to be paid all usual professional or proper charges for the time expended, business transacted and acts done by him or by any partner of his or by a firm in which he is a partner for or in connection with the Trusts hereto (including acts which Trustees not being in any profession or business would have done personally) in spite of the fact that as he shall be a Trustee of these presents.

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- b. The receipt of the Trustee or Trustees or the Managing Trustee, Founder Trustees, as the case may be, for any moneys paid or any stock funds or securities or other investments transferred to them or him in the execution of any of the trusts or powers, hereto or for the purposes money paid to them or him shall effectually discharge the person or persons so paying or transferring the same therefrom.
- c. Upon any sale or other transfer by the Trustees under be powers aforesaid, the purchaser or purchasers, transferee or transferees dealing bonafide with the trustees shall not be concerned to see and / or inquire whether the occasion for executing or exercising such power has arisen or whether the provisions as to the appointments and retirement of Trustees herein contained have been properly or regularly observed or performed. Neither shall the purchaser or purchasers transferee or transferees be concerned to see to the application of the purchase money or other considerations or be answerable for the loss, misapplication or non-application thereof.
- d. The Trustees may from time to time with the consent of Founder Trustees appoint one or more secretaries, treasurers, superintendents, supervisors, clerks and other officials and employees and servants as the trustees may deem expedient and fix their remuneration. The Trustees shall also have power to fund and maintain provident fund, gratuity fund, pensions and other funds for any employees and make rules and regulations regarding payment there.

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S. S. Kumar. K. H. S. M. Q. ant

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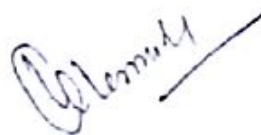
- e. The Trustee shall have power at their uncontrolled discretion instead of acting personally to Employ pay any agent (including any Banks) Manager, secretary officers, clerk, servant or any other person or person to transact any business or to do any act whatsoever in relation to the trusts of these presents include the receipt and payment of moneys without being it for loss and shall be entitled to be allowed and all charges and expenses incurred thereby.
- f. The Trustees may deposit any documents hold by them relating to any property belonging to the trust under these presents with any Bank of Banks and may pay any sum payable in respect of such deposit.

9. ACCOUNTING YEAR :-

The Books of Accounts of the Trust shall be maintained according to the Financial year. The First Accounting year of the Trust shall end on 31st March each accounting year thereafter shall commence on 1st April and shall end on 31st March

10. AMENDMENTS TO TRUST DEED OF TRUST :-

The Founder Trustees together only can make proposals for the amendments to of the Trust deed of the Trust

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11. TRUST IRREVOCABLE :-

These trusts shall be and remain irrevocable for all times and the SETTLOR doth hereby declare that he has relinquished disclaimed surrender and determined and if both hereby also release relinquish disclaim surrender and determine all right or power if any which he has or may have been reserve to him or which may be regarded as having been reserved to him either by these presents or otherwise however in any of the Trust properties hereby settled and investments for the time being representing to said or the income thereof to the intent that the Trust and may be held by the Trustee upon the Trusts and subject to the powers provisions agreement declarations contained in these presents to entire exclusion of the SETTLOR or any benefit to him by contract otherwise

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

SIGNED AND DELIVED)

by the withinnamed SETTLOR)

LAVENDRA SURAJMALJI BOTHRA) *ms.*

In the presence of)

1. Sadanand S. Rane

[Signature]

2. Vishwanath P. Yadav

[Signature]

[Signature]

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SIGNED AND DELIVERED
by the withinnamed TRUSTEES

1. LAVENDRA SURAJMALJI BOTHRA) for
2. ALAMURI VENKATESHWARA GUPTA) Alamuri
3. SANJAY DNYANESHWAR KAKDE) S. Dnyaneshwar
4. KIRAN SHIVNATHSING RAJPUROHIT) Kiran
5. MRS. DEEPA DEVKINANDAN PANT) Deepa