



आगतंक..... 18.7.02.... परचता नं 75
 श्री. श्री. सुरज शं. स. राव दि
 जिल्हा कोर्ट, मुंबई न. पंचायत सभ्या 52/वी
 वित्तवा विभाग रोड, 10/11 फ्लोर मंगल,
 मलिन पई, मुंबई 400025.
 सार्जो श. स. स. स. स. स. स. स. स. स. स. स.
 सभ्या, 10/11 फ्लोर, क्लब रोड, मुंबई न. पंचायत सभ्या
 न. पंचायत सभ्या, 10/11 फ्लोर, क्लब रोड, मुंबई न. पंचायत सभ्या
 दिनांक..... 18 JUL 2002.....

General Stamp, Mumbai
 Date... 18 JUL 2002
 L.S.V. No. 10/11
 (Smt. J. N. Deshpande)
 सभ्या, मुंबई

Mumbai Nariman Point
 Charitable Trust.

मुंबई न. पंचायत सभ्या
 मुंबई न. पंचायत सभ्या

TRUST DEED

THIS INDENTURE made the Twentyfourth day of July in the Christian year Two Thousand Two (2002) at Mumbai between SHRI SURAJ SARAOGI of Mumbai Indian Inhabitant hereinafter called "the settlor" (which expression shall unless inconsistent with or repugnant to the subject or context thereof include his heirs, executors and administrators) of the One part and SHRI SURAJ SARAOGI, SHRI NANOJ LADDHA, SHRI V. RAMNARAYAN, SHRI K.C. TODARWAL and SHRI NASHISH CHITLANGI, all of Mumbai, Indian Inhabitants hereinafter collectively called "the Trustees" (which expression shall unless inconsistent with or repugnant to the subject or context thereof include the survivors or survivor of them and the trustees or trustee for the time being of these presents and the executors or executor or administrators or administrator of the last survivor) of the Other part,

WHEREAS the settlor is desirous of irrevocably settling a sum of Rs. 1,000/- (Rupees One Thousand Only) (hereinafter called "the said sum") upon trust to public charitable purposes as hereinafter expressed or contained in these presents and in pursuance of such desire has handed over prior to the execution of these presents an amount of Rs. 1,000/- (Rupees One Thousand Only) in cash to the trustees to be held as the corpus of the trust, and

WHEREAS it is the desire and belief of the settlor that the corpus of the trust may be further augmented from time to time by the form of funds and other assets by way of gifts or donations.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :

- 1. The Charitable Trust shall be known as ROTARY CLUB OF MUMBAI NARIMAN POINT CHARITABLE TRUST.

1. ... 2. *[Signature]*

2. In pursuance of the said desire and for carrying out such desire into effect the settlor doth hereby grant transfer and assign unto the trustees, the said sum (by way of corpus) and all his estate, right, title and interest claim and demand into or upto the said sum to have and to hold the same unto the trustees but upon and subject to the trusts powers and provisions hereinafter declared and expressed of and concerning the same.
3. For the consideration aforesaid, the trustees do hereby covenant with the settlor, his heirs, executors and administrators that the trustees shall stand and be possessed of the said sum and the investments for the time being representing the same and all shares, stocks, funds and securities and other property movable and immovable which may under the trusts and provisions of these presents be substituted or added in the due execution of the trust and powers of these presents (all of which are hereinafter called "the Trust Fund") upon trust for the use and with and subject to the powers, provisions, directions and agreements hereinafter declared and contained of and concerning the same.
4. The trustees shall stand and be possessed of the Trust Fund upon trust to receive the interest, dividend, rent and other income thereof and thereabout and in the first place to reimburse themselves or pay and discharge all the costs, charges and expenses incurred in or about incidental to the administration or execution of the trust and powers of these presents and also all outgoing taxes, rates, assessments, dues, duties, levies, imports and other taxes payable in respect thereof and the costs of meeting ordinary repairs to immovable property if any for the time being subject to the trusts of these presents and subject thereto upon trust to apply for the residue of the said interest, dividend, rent and other income (hereinafter called "the said income") and any part of corpus of the Trust Fund for such public charitable purposes in India namely relief of the poor, education, medical relief and the advancement of any other object of general public utility as the trustees may think fit and in such manner as the trustees may think fit and for one or more of such public charitable purposes as aforesaid to the exclusion of one or more of them as the trustees may think fit. Provided that the said income as well as any parts of corpus of the Trust Fund shall be applied only towards public charitable purposes as aforesaid in India and any accumulation of income shall also be made and deemed to be made for application to such public charitable purposes as aforesaid in India.
5. Without prejudice to the generality of the foregoing objects or purposes but subject as aforesaid, it is declared that the trustees shall each year apply the residue of the said income of the Trust Fund, the corpus of the Trust Fund and part thereof in or towards any one of the following objects or purposes to the exclusion of the others or other of them in such proportion and manner in all respects as the trustees may in their absolute discretion think fit.
 - a) affording all types of medical relief and aid in terms of money, hospitalisation, consultations and conferences including setting up of hospitals or other medical institutions and running them or granting of subscription and donations to them for administering medical relief to the poor and needy.
 - b) affording all types of help in providing cash, food, clothing and shelter to the poor and needy including orphans and widows.

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- c) establishing or affording all types of help for sufferings, social unhappiness, poverty, helplessness or to any institution for the alleviation of human suffering.
- d) promoting the social and economic uplifting, welfare of the public in rural areas and more particularly covering various activities in the socio-economic, agriculture, animal husbandry, veterinary, medical and education fields.
- e) giving assistance for education and setting up of schools, colleges or other educational institutions and running them or granting donations to them.
- f) promoting programmes of upliftment of artisans, workers, technical and other personnel engaged in industrial sector including activities of training, development of skills and their socio economic upliftment.
- g) establishing, maintenance and support of libraries, museums and reading rooms for advancement of education and knowledge in general.
- h) giving financial assistance to people affected by natural calamities such as earthquakes, floods and droughts or to any organisation engaged in providing such relief.
- i) giving financial assistance to poor and needy people in the form of interest free loans for maintenance and support.
- j) carrying on scientific research in the fields of industry, medicine and / or agriculture.
- k) Subscription, contribution and / or donation to any public charitable trusts or funds or institutions, associations, societies, organisations or bodies for promotion of any of the aforesaid objects and
- l) any other object of general public utility.

Provided always also without prejudice to the generality of the foregoing that the help to be given under any of the foregoing heads, wherever the case admits may be given either in the way of pecuniary payments or goods or things or the supply or distribution of foods, clothes or medical relief or in any manner which the trustees may think fit.

- 6. The surplus and unapplied portion of the said income, if any, arising in any one or more year(s), shall be accumulated by investing the same and the resulting income thereof from time to time, in any of the investments in which the Trust Fund are hereby directed or authorised to be invested and may be credited to an account to be called "the Surplus Account" and the trustees shall have power in any subsequent year(s) to expend the same as if, such accumulation or part thereof had been part of the income of the year(s) in which the same are or is sought to be expended and applied as aforesaid.
- 7. For the accomplishment of the trusts of these presents and without prejudice to the generality of any powers hereby or by law conferred or implied or vested in the trustees subject to the provisions of the Bombay Public Trust Act, 1950, the following powers and authorities are hereby expressly conferred on the trustees that is to say.
 - i. To appoint any one from amongst them as a Managing Trustee with such powers as may be delegated to him from time to time.
 - ii. To permit any one or more trustees and / or member(s) of the Board of Directors of the Rotary Club of Mumbai, Nariman Point or any person(s) authorised by them to operate on any banking accounts without any liabilities on the other trustees, to examine the said accounts or to be in any way responsible for the acts, deeds or defaults of such trustee(s) or the member(s) of the Board of Directors of the Rotary Club of Mumbai, Nariman Point in connection with such accounts.

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- iii. To purchase, construct or hire or take on lease any immovable or movable property for all or any of the purposes of the trusts at such price, cost or rent and on such terms and conditions and for such period and with or without option for renewal as the trustees may think fit.
- iv. To let out, lease demise, mortgage, charge or licence any property, belonging to the Trust for such rent or compensation and on such terms and conditions and for such period as the trustees may think fit.
- v. To appoint and dismiss and reappoint, executives, officials, doctors, nurses, clerks, caretakers, attendants (and such other employees as may be necessary on such salary and on such terms as the trustees may think fit.
- vi. To delegate by Power of Attorney or otherwise to any trustee(s) or any other person(s), any power, implied by law or conferred by statute or vested in the trustees by these presents but the trustees shall not be held liable or responsible for the acts or default of any such person(s) but only for their own respective acts and defaults.
- vii. To act according to the decision of the majority of trustees 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. If the trustees shall be equally divided in opinion, the matter shall be decided according to the casting vote of the Chairman in addition to his own vote as a trustee.
- viii. To reimburse themselves or pay and discharge 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 or powers of these presents.
- ix. To decide all questions arising in the administration of trusts hereof and including all questions relating to the interpretation of these presents, the administration of any institution maintained by the trust or concerning anything or matter relating to, connected with or arising out of these presents or the operation thereof. The decision of the trustees on all or any shall be final.
- x. 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 and for any of these purposes, may enter into, give, execute and do such agreements, instruments or composition or arrangements, releases and other things as to them seem expedient without being liable or responsible for any loss occasioned by any act or thing so done by them in good faith as full as if, they were absolutely entitled to the Trust Fund and the said institutions without being answerable for any loss occasioned thereby.
- xi. 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 committees and to delegate to them such powers as they may consider proper and necessary. Any one or more trustees may be members of any such committee which may also if, deemed desirable include any other person(s).
- xii. To frame such rules and regulations for the management and administration of the trust and institutions as they shall think fit and to alter or vary the same from time to time and to make new rules and regulations. Provided that such rules and regulations shall not be inconsistent with the terms of these presents.



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- xiii. 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 deposits.
 - xiv. To borrow or raise any money that may be required by the trust for the achievement of its object upon such terms as may be deemed advisable and in particular by the issue of bonds, debentures, bills of exchange, promissory notes or by mortgage or charge of all or any part of the immovable or movable assets belonging to the trust.
 - xv. To amalgamate the trust with any other trust, institution, association, society organisation or body having objects similar to those of the trust subject to the Bombay Public Trust Act, 1950.
 - xvi. To make any amendments in the provisions of these presents if agreed upon by majority of the trustees for the time being as may be required to make, by the Income tax authorities as conditions for recognising or continuing to recognise the trust for the purpose of Section 80G of the Income tax Act, 1961 or any statutory modification or re-enactment thereof for the time being in force but without prejudice to the main objects of the trust, subject to the Bombay Public Trust Act, 1950.
 - xvii. To become member of any other bodies of person, associations of persons, institutions, societies and bodies corporate including companies limited by guarantee for the benefit of the trust.
 - xviii. To do all such other lawful things as may be incidental to or conducive to the attainment of the objects of the trust.
8. Subject to the provisions of any mandatory law for the time being in force and applicable to the trust, the trustees shall invest all monies which shall require investment, in any investments or properties of whatever nature and wherever situate and whether involving liabilities or producing income or not or upon personal credit with or without security and in any manner they may think proper without being obliged to invest the same in the investments authorised by law for the investments of the Trust Fund and to call in, sell, convert or exchange such investments and properties, both movable and immovable as are forming part of the Trust Fund whenever, they in their absolute discretion think it desirable to do so.
- And without prejudice to the generality of the foregoing powers, the trustees may invest any monies requiring investment subject to the provisions of the Bombay Public Trust Act, 1950:
- i. In the purchase of any immovable property situated in India or elsewhere and for the development thereof, the trustees may borrow at such interest as they may think fit for the purpose without security or on security of the Trust Fund or any property forming part of the Trust Fund.
 - ii. In the purchase of or subscription to debentures, stocks, funds, shares and securities of any company or corporation whether incorporated in India or elsewhere.
 - iii. In making loans upon the security of any immovable property or movable property.
 - iv. In making loans to or deposit with any person, firm or company or corporation.
 - v. a. In the purchase or acquisition of flats by becoming member of co-operative societies to the intent that the trustees shall have, the same full and unrestricted power of investing and transposing the investments in all respects as if they were absolutely entitled to the same beneficially.
b. In the execution of the powers of investments conferred, hereby or by law, upon the trustees, no trustee shall be

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liable for any loss to the Trust Fund arising by reason of any investments made in good faith, nor shall any trustees hereof be liable for any loss to or in respect of the Trust Fund unless such loss shall be attributable to his dishonesty or wilful omission or commission of an act known by him to be a breach of trust.

c. Notwithstanding anything contained in or implied by the powers aforesaid, part of the corpus and income of the trust whenever derived, shall be applied solely for the public charitable purposes as set forth in paragraphs 4 and 5 of these presents.

- 9. It shall be lawful for the trustees to construct, build, erect buildings, houses tenements, 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 monies out of the Trust Fund or the income thereof as the trustees may think fit.

The trustees shall also be entitled on behalf of the trust to become members of any co-operative society or other like institutions, for the protection, benefit and improvement of the trust or any property comprised therein as also to enter into such contracts and take such other actions and proceedings as they may think fit for the purpose of such protection, benefit or improvement and to pay all fees and subscription and defray all charges and expenses as they may think fit. The trustees shall also be entitled to enter into any agreement 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 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 against loss by fire, lightning or civil commotion or other risks or losses as the trustees may think fit from time to time but no liabilities 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, rates and taxes and other outgoings and expenses out of the 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 think fit to meet the expenses of heavy repairs or by way of depreciation or making funds and to utilise the same and the income thereof for heavy repairs or for re-building or reinstating immovable properties or erecting new building 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 part of the Trust Fund to be held, used and enjoyed for the purpose of any scheme of charity or to other purposes of these presents.

- 10. Upon any sale or other transfer by the trustees under the powers aforesaid the purchaser(s) or transferee(s) dealing bonafide with the trustees shall not be concerned to see or inquire whether the provisions as to the appointment and retirement of trustees herein contained, have been properly and regularly observed and performed. Neither shall be the purchaser(s) or transferee(s) be concerned to see to the application of the purchase monies or other consideration or be answerable for the loss, misapplication or non-application thereof.

- 11. The trustees are hereby authorised to invite or accept donations of monies, shares, debentures, bonds, securities,



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 The trustees of

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businesses 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 accretion to and augmentations of the Trust Fund and shall be subject to the same trust's 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 the trustees may refuse to accept any such donation, grant or legacy which they may in their absolute discretion consider unsuitable.

- 12. a. The trustees may meet together for the dispatch of the business and adjourn and otherwise regulate their meetings and proceedings as they may think fit.
- b. The meeting of the Trustees may be held along with the meeting of the Board of Directors of the Rotary Club of Mumbai, Nariman Point.
- c. 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.
- d. Majority of the trustees shall constitute a quorum.
- e. The trustees shall keep or cause to be kept, proper books of accounts in which all receipts and expenditure relating to the Trust Fund and of any other institutions maintained shall be entered and such books shall be kept at the office of the trust or such institutions as the case may be.
- 13. Any trustee being a lawyer, accountant or other person engaged in any profession or business shall be entitled to be paid all the usual professional or proper charges for the time expended, business transacted and acts done by him or any partner of his in accordance with the trust hereof (including acts which a trustee not being in any profession or business could have done personally) inspite of the fact that he shall be a trustee of these presents.
- 14. The receipts of the trustee(s) for any money 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 hereof or for the purchase money paid to them or him shall effectually discharge the person(s) so paying or transferring the same therefrom.
- 15. If the trustees hereby constituted or any of them or the trustee(s) appointed as hereinafter provided, shall die or desire to be discharged or refuse or become incapable to act or is adjudicated insolvent or is convicted of a criminal offence involving moral turpitude and punished with imprisonment exceeding six months or be absent from India for a period of twelve months or more without obtaining leave of the other trustee(s) in writing, then the surviving or continuing trustee(s) for the time being, may subject to the provisions of clause 16, appoint any person(s) in the place of the trustee(s) so dying, desiring to be discharged or refusing or becoming incapable to act or adjudicated insolvent or convicted of a criminal offence and punished with imprisonment as aforesaid or being absent from India as aforesaid.
- 16. a. The members of the Board of Directors of the Rotary Club of Mumbai, Nariman Point, shall be the Trustees of the Trust. The President, Hon. Secretary and the Treasurer of the Rotary Club of Mumbai, Nariman Point, shall hold the same

The number of Trustees at no time shall be less than three and more than twelve.

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office in the Trust. However, a trustee shall vacate the office on his ceasing to be a member of the Board of Directors of the Rotary Club of Mumbai, Nariman Point.

b. 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, be transferred so that the same may be vested in the trustee(s) for the time being. And every trustee so appointed as aforesaid may as well before or after such transfer, act or assist in the execution of the trusts and powers of these presents as fully and effectually as if, he had been hereby constituted a trustee.

17. The trustees shall be respectively chargeable only for such monies, 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 wilful default and not for those of each other nor for those of any bankers, brokers or other persons in whose hands any trust monies or assets may be placed, deposited or come nor for the deficiency or insufficiency of any stock, funds and securities nor for any other loss unless the same shall happen due to or through their or his own wilful default or dishonesty respectively and in particular no trustee shall be bound to take any steps or proceedings against a co-trustee for any breach or alleged breach of trust committed by a co-trustee.

18. Where the trustees in the purported exercise of the trust's discretion and powers hereby or by law conferred, act on the advice of any counsel, solicitor lawyer, engineer, surveyor, land and estate agent, actuary, broker, cashier, accountant or other expert, the trustees shall not be responsible for any loss that may result from acting on such advice but the act or omission shall be deemed to be authorised and proper and the advice shall operate to protect the trustees in the like manner as if, the act or omission had been directed or authorised under an order of a court of competent jurisdiction.

19. The trust hereby established shall be irrevocable.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seals the day and year first herein above written.

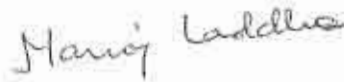
1. SIGNED, SEALED AND DELIVERED)
by the withinnamed Settlor)
SHRI SURAJ SARAOGI)
in the presence of)
.....)



2. SIGNED, SEALED AND DELIVERED)
by the withinnamed Trustee)
SHRI SURAJ SARAOGI)
in the presence of)
.....)



3. SIGNED, SEALED AND DELIVERED)
by the withinnamed Trustee)
SHRI MANOJ LADHA)
in the presence of)
.....)



- 4. SIGNED, SEALED AND DELIVERED)
by the withinnamed Trustee)
SHRI V. RAMNARAYAN)
in the presence of *Kalish*)
.....)
- 5. SIGNED, SEALED AND DELIVERED)
by the withinnamed Trustee)
SHRI K.C. TODARWAL)
in the presence of *Kalish*)
.....)
- 6. SIGNED, SEALED AND DELIVERED)
by the withinnamed Trustee)
SHRI AASHISH CHITLANGI)
in the presence of *Kalish*)
.....)

V. Ramnarayan

K.C. Todarwal

Aashish Chitlangi

100Rs.



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क्रमांक 286
प्रधान मुद्रांक कार्यालय, मुंबई.
दिनांक

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..... पांना ग्यावेसर मुद्राण
..... वा किकळा

Rotary club of member N.P. char. Trust

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मुद्रांक किकळे

THIS MODIFICATORY DEED made and entered into at Mumbai this 20th day of December in the Christian year Two Thousand Two (2002) between SHRI SURAJ SARAOGI of Mumbai, Indian Inhabitant, hereinafter called "the settlor" (which expression shall unless inconsistent with or repugnant to the subject or context thereof include his heirs, executors and administrators) of the One part and SHRI MANDJ LADDA, SHRI V. RAMNARAYAN, SHRI K.C. TODARWAL and SHRI AASHISH CHITLANGI, all of Mumbai, Indian Inhabitants, hereinafter collectively called "the Trustees" (which expression shall unless inconsistent with or repugnant to the subject or context thereof include the survivors or survivor of them and the trustees or trustee for the time being of these presents and the executors or executor or administrators or administrator of the last survivor) of the Other part, in modification of the TRUST

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DEED dated the Twentyfourth day of July in the Christian year Two Thousand Two (2002) (hereinafter referred to as the 'Principal Trust Deed') made between the parties hereto witnessing the establishment of the Trust called ROTARY CLUB OF MUNBAI NARIMAN POINT CHARITABLE TRUST WITNESSETH AS UNDER:

1. That the parties hereto agree to amend clause 16.a of the Principal Trust Deed, effective from the Twentyfourth of July, 2002, to read as under;

"The members of the Board of Directors of the Rotary Club of Mumbai, Nariman Point, shall be the Trustees of the Trust. The number of Trustees shall at no time be less than three and more than twelve. The President, Hon. Secretary and the Treasurer of the Rotary Club of Mumbai, Nariman Point, shall hold the same office in the Trust. However, a Trustee shall vacate the office on his ceasing to be a member of the Board of Directors of the Rotary Club of Mumbai, Nariman Point."

2. That all the terms, conditions, provisions, covenants and agreements as are recorded in the Principal Trust Deed shall continue to remain in force and take effect subject to the modification as has hereby been made by this Modificatory Deed.

IN WITNESS WHEREOF the Settlor and the Trustees have hereunto set and subscribed their respective hands the day and year first hereinabove written,

1. SIGNED, SEALED AND DELIVERED)
by the withinnamed Settlor)
SHRI SURAJ SARAOGI)
in the presence of)
.....)



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2. SIGNED, SEALED AND DELIVERED)
by the withinnamed Trustee)
SHRI SURAJ SARAOGI)
in the presence of ")
.....)

Suraj Saraogi

3. SIGNED, SEALED AND DELIVERED)
by the withinnamed Trustee)
SHRI MANOJ LADHA)
in the presence of)
.....)

Manoj Laddha

4. SIGNED, SEALED AND DELIVERED)
by the withinnamed Trustee)
SHRI V. RAMNARAYAN)
in the presence of)
.....)

V. Ramnarayan

DEC 2002

5. SIGNED, SEALED AND DELIVERED)
by the withinnamed Trustee)
SHRI K.C. TODARWAL)
in the presence of)
.....)

K.C. Todarwal

6. SIGNED, SEALED AND DELIVERED)
by the withinnamed Trustee)
SHRI AASHISH CHITLANGI)
in the presence of)
.....)

Aashish Chitlangi

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