

income thereof as they in their absolute discretion think fit and proper for any one or more of the objects hereinafter specified that is to say, for :-

(S. B. Chindarkar)

Under Secretary to Government

Revenue and Forests Department

Ministry, S. B. 32

a) To promote the study and advancement of knowledge of medicine, public health research in these fields, economic, political science, sociology or other social sciences, or the natural sciences and the encouragement of literature and fine arts.

b) To publish or aid the publication or sale of newspapers, magazines, journals, books, brochures, pamphlets and research papers, on the subjects in clause (a) and or related matters.

c) To establish, help or conduct institutions carrying on or facilitating, teaching, study or research, including research and intelligence units, libraries, laboratories, colleges, schools, book clubs, book shops or institutions conducting market or other surveys.

d) To invite scholars, research workers or experts, Indian or foreign, to arrange for lectures, seminars and conferences in India, or to give research assignments to individuals or institutions in India.

e) To establish and maintain research fellowships, professorships, readerships, or lectureships, or to award scholarships, studentships, stipend, prizes, traveling grants in India available in India, either as loan or scholarships.

f) To organize and hold exhibitions of works of art and science and competitions on subjects of general and educational interest including essay competitions and to award prizes for the same.

g) To help institutions which have similar objectives as aforesaid by way of loans or grants or donations.

h) To give financial assistance from the income of the Trust and permit the use of the Trust properties or any part thereof either free of charge or for the educational, economic, social or cultural benefit and advancement.

i) For the relief of the poor or for education, or for medical relief or for the advancement of any other object of general public utility. PROVIDED Always that if at any time hereafter it is held that any of the objects or purposes aforesaid towards which the corpus or income of the Trust Fund or any part thereof hereby directed to be applied or expended is not strictly charitable according to law then and in that case the Trustees shall apply and expend the objects and purposes aforesaid as may be held to be strictly charitable according to law PROVIDED that the Trustees shall be at liberty to utilize the Trust Fund (which shall include the corpus and/or accretion thereto) or any part of the Trust Fund for any or more of the objects aforesaid and in such proportion as they may, in their absolute discretion, think fit and proper and the Trustees shall be at liberty to use the Trust Fund or any part through any institutions carrying out the aforesaid objects.

3. The Trustees shall have the following powers:-

(a) The Trustees shall have the absolute management and entire control of the trust fund and the income and investment thereof and may make, rescind and alter such regulations (not being inconsistent with this deed) as they may think fit for the furtherance of the purposes of the Trust and the Trustees may at any time (not withstanding anything herein contained) impose and charge for the use

of the properties or the property belonging to the Trustees on all or any person using the same.

b) The Trustees shall have power from time to time to accept grants, donation, bequests and contributions comprising cash or other property or properties movable or immovable and to raise funds for the purposes of the Trust hereby created and to work in association or collaboration or affiliation with any other individual, association, company, corporation, body or authority which would, in the opinion of the Trustees, further the purposes of the Trust.

(c) To raise or borrow moneys required for all or any of the purposes or objects of the Trust upon mortgage or pledge of the Trust Fund or any part thereof or with or without any security and at such rate of interest and on such terms as to repayment or otherwise as they may deem fit.

(d) To sanction remuneration, salary, wage, or honorarium, or royalty payment in any other manner, reimburse or pay to any person doing work for the Trust or employed by the Trust, including the co-ordinator, researchers, research assistants, librarians who may work for any of the units of the Trust notwithstanding that any of the aforesaid person or persons including the co-ordinator is a Trustee of these presents.

(e) To appoint or terminate the service of, or to determine the terms and conditions of service of the members of the staff of the Trust and the institutions established by or aided by the Trust and all persons employed by or doing work for the Trust.

(f) To purchase, take on lease or in exchange, hire or otherwise acquire any property movable or immovable and in particular land and building.

(g) To repair, develop and turn to account any land acquired by the Trustees or in which they are interested and in particular by laying out and preparing the same for building purposes, construction, altering, pulling down, decorating, maintaining, fittings up and improving building.

(h) To sell, exchange, surrender, give up, demise, lease or dispose of any property movable or immovable at such price and on such terms and conditions as the Trustees shall in their absolute discretion think fit.

(i) To determine all questions and matters of doubt arising in the execution of the Trusts hereof.

(j) And to do all or any of the things to be done in pursuance of these presents by or through agents, managers, rent collectors, doctors, technical or general staff and contractors as the Trustees may from time to time think fit.

(k) To execute, sign, enter into, acknowledge, perfect and do all such contracts, conveyances, leases, mortgages, transfers, assignments, surrenders, releases, assurances, deeds, agreements, instruments, acts and things as shall be requisite or may be deemed proper for or in relation to all or any of the purposes or matters comprised in this clause and in these presents.

(l) To file and defend suits and appeals in any court in the Union of

India, and to sign, declare and verify all plaints, written statements, appeals, etc., and to make all necessary petitions, affidavits and applications of any kind and to accept summons notices, etc., and to refer to arbitration any claims, demands, actions, proceedings, disputes, and things relating to the Trust and to appear before Registrar, sub-registrar or Assurances and to present, lodge and admit execution of all deeds and documents signed by the Trustees or to appear before all Government, Municipal, Income-Tax Officers, or other Public officers and to appear at any place or places in the Union of India before any Income-tax Officer, Appellate Assistant Commissioner of Income-tax, commissioner of Income-tax, Commissioner of Income-tax, Income-tax Appellate Tribunal, the Charity Commissioner, Bombay, Mamledar, Talati, Collector, Revenue Tribunal and all courts to submit and declare all income-tax returns, to apply for refund of Income-tax or Super tax and all taxes; and to execute and enter into all such deeds, documents and instruments, and to do all such other ministerial acts, deeds and things as may be deemed proper by the Trustees for any such purposes without being responsible for loss or for any exercise of such discretionary powers and so as conclusively and effectually to bind all persons interested hereunder.

(m) To authorise any person or persons by a Power of Attorney or authority to do all and any of the acts, deeds, matters and things referred to in sub-clause (k) and (l) hereof.

(n) To appoint contractors, engineers, brokers, agents, counsels, solicitors, advocates, and to pay their remuneration, fees, etc., and all costs, charges and expenses.

(o) To provide for welfare of the employees of the Trust and/or their families or of any institution conducted or helped by the trust.

(p) To do all acts, deeds, matters and things and undertake all such activities as may be necessary to carry out any of the objects of this Trust and to give effect to any part of the Trusts of these presents.

4. All moneys available or required to be invested shall be invested by the Trustees either in all or any of the investments authorised by the Bombay Public Trust Act, 1950, or any statutory modifications or re-enactment thereof, or in purchase of immovable property including leaseholds for 999 years or in perpetuity in any part of India or in purchase of Fazendari or perpetual rents adequately secured by buildings or otherwise or deposits with any scheduled bank or banks or on mortgages on such terms as to repayment of principal sum and interest as the Trustees may think proper with power to Trustees to get in and convert or alter, vary or transpose such investments from time to time as they may in their absolute discretion think fit and proper for other of the same or of a like nature, and the Trustees shall also have the power to sell and / or realise any of the securities, investments, herein authorised.

5. All securities and investments which may at any time be invested in the Trustees shall stand in the name of the Trust or in joint names of such Trustees not less than two in number who may be so authorised by a resolution of the Board of Trustees.

6. The Trustees will from time to time open and maintain in the name of the Trust or in their own names or in the names of any such Trustees or Trustee as may be authorised by a resolution of the Board of Trustees, Current, Savings Bank of Time Deposit Account or accounts with such scheduled Bank or Banks or post office or Offices as they

may decide and may operate on the same. All moneys received by the Trustees on account of Trust Fund shall be deposited forthwith on receipt thereof to the credit of such account provided that the Trustees may retain in their hands a sum not exceeding Rs. 1000/- (One Thousand) only at any time for current expenses.

7. The Trustees shall be at liberty at any time to sell and dispose of such portion or portions of the movable or immovable properties forming part of the Trust Fund either by Public action or by private contract on such terms and conditions relating to title or otherwise in all respects as they may think fit and so resell the same without being answerable for any loss occasioned thereby and for that purpose to execute all necessary conveyances, assignments, transfers, or other assurances, deeds and documents and to pass valid and effectual receipts and discharges for all moneys received by them.

8. The Trustees shall pay all rates, taxes, charges and outgoings payable in respect of any immovable property for the time being forming part of the Trust Fund and may carry out all repairs which may from time to time be required to be done and keep the same insured against loss or damage and pay all costs, charges and expenses of and incidental to the administration and management of the Trust Fund and the properties for the time being belonging to the Trust as they in their absolute discretion think proper and sums or fees payable to the Charity Commissioner under the Bombay Public Trusts Act, 1950, or any re-enactment or modification whereof or under any rules framed thereunder.

9. The trustees may demise any immovable property or properties for the time being belonging to the Trust either for any term not exceeding 21 (Twenty one) years or on monthly tenancies or licence at such rents or fees and subject to such covenants and terms as they may think proper and expedient and also accept surrenders of leases and tenancies and generally manage the same in such manner as they may think fit.

10. The Trustees may exercise or concur in exercising all powers and discretions hereby or by law given to them notwithstanding that they or any of them may have a direct or other personal interest in any property movable or immovable in respect of which any power or discretion is exercised including contracts, conveyances, leases, mortgages, transfers, result of exercising any such powers of discretion but any of the Trustees shall nevertheless be at liberty to abstain from acting except as a merely formal party in any matter in which he or she may be personally interested and to allow his or her co-trustees or co-Trustee to act alone in the exercise of the powers and discretions aforesaid in relation to such matter.

11. The Trustees shall (unless they decide otherwise) lodge and keep lodged for safe custody title deeds, securities, instruments and other valuable documents and papers relating to the Trust Fund with any Scheduled Bank or Banks on such terms as to payment of their charges for the same as also for withdrawal and deposit of securities and other matters as may from time to time be agreed upon between such Bank or Banks and the Trustees.

12. The Trustees may, if in their discretion they consider it necessary or advisable, authorise such bank or banks as aforesaid on such terms as to their remunerations as may from time to time be agreed upon to collect the interest, dividend and Income of the Trust Fund including rents of any immovable property which may for the time

being form part of the Trust Fund and credit the same to a current account of the Trustees with the said Bank or Banks.

13. The Accounts of the Trust shall be kept in accordance with the provisions of the Bombay Public Trusts Act, 1950, or any statutory modification or re-enactment thereof. The accounts of the Trust shall be audited annually by a chartered accountant or a firm of chartered accountants or any person authorised in this behalf by the state of Maharashtra.

14. The receipt of any two of the Trustees or of any person or persons authorised in that behalf for any moneys, rents, securities or investments paid, delivered or transferred to them by virtue of these presents or in execution of the Trust or powers shall effectually release and discharge the person or persons paying, delivering or transferring the same therefrom or from being bound to see to the application thereof or being answerable for the loss or misapplication thereof.

15. The Trustees shall be respectively chargeable only for such moneys, stocks, funds, securities, as they shall actually receive notwithstanding their respective signing a receipt for the sake of conformity and shall be answerable and accountable for their own acts, receipts, neglects, and defaults respectively and shall not be answerable for the acts of other or others of them nor for any banker, broker or other person with whom or into whose hands any Trust fund may come or be deposited or given nor for the acts of other or others of them nor for the insufficiency or deficiency of any stocks, funds or other securities nor for any other loss unless the same shall happen through their wilful default or neglect respectively.

16. The Trustees may reimburse themselves and pay discharge out of the Trust Fund all costs, charges, and expenses incurred in or about the execution of the Trusts or powers of these presents including all cost, charges and expenses incurred in promoting any of the activities of the trusts of these presents.

17. The Trustees shall have full power to compromise or compound all actions, suits and other proceedings and all differences and disputes touching the Trust Funds and /or the Trust Estate and to refer any such differences or disputes to arbitration and to adjust and to settle all accounts relating to the Trust Fund and to do all other acts, deeds and things as fully and effectually as if they were absolutely entitled to the Trust Fund and/or the Trust Estate without being liable for any loss occasioned thereby.

18. At no time shall the Board of Trustees have less than five members. Whenever the strength of the Board of Trustees falls below this number, the surviving members shall nominate additional members to increase the strength to at least five within one hundred and twenty days.

19. A Trustee who fails to attend three consecutive meetings shall automatically cease to be a Trustee and the remaining Trustees shall have the right to nominate a new trustee in his place at the next meeting.

20. The Trustees may appoint one of them as the Managing Trustee.

21. The Managing Trustee or any simple majority of the Trustees shall be entitled to convene a meeting of the Trustees.

22. Not less than 50% (fifty percent) of the existing Trustees present shall form a quorum for any meeting of the Trustees.

23. If at any meeting of the Board of Trustees the Managing Trustee is not present within 15(minutes) of the time appointed for the meeting the Trustees present shall choose one of their number to be the Chairman of such meeting.

24. All questions arising at the meeting of the Trustees shall be decided by a majority of votes and in case of equality of votes the Managing Trustee shall have a second or casting vote provided always that, no question relating to the disposal of the corpus of the Trust Fund or any part thereof shall be decided and disposed of unless sanctioned at a meeting of the Trustees by three-fourths of the number of Trustees for the time being of these presents present at such meeting.

25. If any of the Trustees aforesaid or any future Trustees of Trustee appointed in their places or his place shall die or go to reside outside India for more than two years or shall wish to retire or shall become unfit or become incapable to act in the trusts of these presents then and in every such cases or case or if additional Trustees or Trustee are or is to be appointed then and in every such case it shall be lawful for the surviving or continuing Trustees or Trustee and for this purpose every retiring or refusing Trustee shall if willing to act in the exercise of this power be considered a continuing Trustee and if there be no surviving or continuing Trustee then for the executors or executor, administrators or administrator of the last surviving or continuing Trustee as the case may be appoint a new Trustee or Trustees in place of the Trustee or Trustees so dying or going out of India or wishing to retire or refusing or becoming unfit or incapable to act as aforesaid or additional Trustees or Trustees provided however that upon every such appointment of the additional Trustees or Trustee or the new Trustees or Trustee the Trust Fund shall (in so far as the nature of the property and other circumstances shall require or admit) be transferred so that the same way be vested in the additional or new Trustee or Trustees or jointly with the surviving or continuing Trustee or Trustees for the time being of these presents and every trustee so appointed as aforesaid may as well before as after such transfer of the trust promises act or assist in the execution of the trusts and powers of these presents as fully and effectually as of he had been hereby constituted a Trustee provided Further that upon the appointment of such Trustee or Trustees as aforesaid the number of trustees may be augmented or reduced but so that the total number of Trustees for the time being of these presents shall not be reduced below five or increased above eleven provided Further that the continuing Trustees may act notwithstanding any vacancy in their body Provided However that if the number of Trustees shall fall below the minimum fixed as above the Trustee shall not except for the purpose of filling any vacancy act so long as the number is below the said minimum.

26. A resolution in writing circulated amongst all the Trustees and passed by a majority of the Trustees for the time being of these presents shall be as valid and effectual as it has been passed at a meeting of the Trustees duly called and convened.

27. The office of the Trust shall be at such place or places in Pune as the Trustees may from time to time decide. All the books of

account and documents belonging to the trust shall ordinarily be kept at such office

28. Any Trustee for the time being a solicitor or any other person engaged in any profession or business shall be entitled to charge and be paid all usual professional and other charges for business done by him or his firm in relation to the trust.

29. The minutes of the proceedings of every meeting of the Trustees shall be entered in a book to be kept for that purpose and signed by the chairman of such meeting or of the following meeting and shall when so entered and sign the conclusive evidence of the business and other matters transacted.

30. The Trustees may from time to time make such rules and regulations for managing the affairs of the Trust not inconsistent with the main objects of the Trust as they may think fit and may from time to time add, alter and vary the same. The Trustees shall also have the power to vary or alter clauses 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28 and 29 hereof and frame in substitution other clause or clauses.

IN WITNESS WHEREOF the Trustees have hereunto set their hands the day and year first hereinabove written.

SETTLOR & Trustee Amar Jesani in the presence of

(sd) Sunil Nandraj

(sd) Amar Jesani

SETTLOR & Trustee Anil Pilgaonkar in the presence of

(sd) Ila C Shah

(sd) Anil Pilgaonkar

SETTLOR & Trustee Mohan Deshpande in the presence of

(sd) Saraswathy Anantharam

(sd) Mohan Deshpande

SETTLOR & Trustee Padma Prakash in the presence of

(sd) Kiran Chander Kaul

(sd) Padma Prakash

SETTLOR & Trustee Ravinder Singh Duggal in the presence of

(sd) Usha Sethuraman

(sd) Ravinder Singh Duggal

SETTLOR & Trustee Vibhuti Patel in the presence of

(sd) Shashikant More

(sd) Vibhuti Patel

SETTLOR & Trustee Anant Phadke in the presence of

(S. B. Chindarkar

Under Secretary to

Revenue and

RC Awasthi
(sd) Ramesh Awasthi

Anant Phadke
(sd) Anant Phadke

Settler
Dep. Secy
SIGNED AND DELIVERED by the withinnamed }
Trustee Manisha Gupte in the presence of }
(sd) Roopashri Sinha

Manisha Gupte
(sd) Manisha Gupte

Settler
SIGNED AND DELIVERED by the withinnamed }
Trustee Dhruv Mankad in the presence of }
(sd) Raghav Rajagopalan

Dhruv Mankad
(sd) Dhruv Mankad

Freely

S. B. Chindarkar
(S. B. Chindarkar)
Under Secretary to Government
Revenue and Forests Department
Mantralaya, B by-32

Chindarkar
22/8/91.

V. Patal