



महाराष्ट्र MAHARASHTRA

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VL 177052

प्रधान मुद्रांक कार्यालय, मुंबई
प.स. नं. १०००९४
- 6 AUG 2019
सक्षम अधिकारी

श्री राजाराम जल पात्र

This stamp paper forms an integral part of the Supplementary Deed / Amendment Deed No. 1 to the Trust Deed of Lina Ashar Foundation dated September 5, 2019 executed between Mr. Himanshu Shah, Mr. Prajodh Rajan and Mr. Dinesh Vaswani.



SUPPLEMENTARY DEED / AMENDMENT DEED NO. 1 TO THE TRUST DEED

This Supplementary Deed of Trust / Amendment Deed No. 1 ("Amendment Deed No. 1") to the Trust Deed (as defined below) is executed at Mumbai on this 5th day of September, 2019, by the undersigned Trustees of "Lina Ashar Foundation" ("Trust").

WHEREAS:

1. The Trust having registered office at 301, Mamta House Premises Co-op Society Limited, 231, S.V. Road, Bandra (West), Mumbai-400050 was constituted vide the deed of trust dated September 15, 2006 ("Trust Deed") on the terms and conditions specified in the Trust Deed.
2. Pursuant to appointment of two new Trustees and resignation of two existing Trustees, as set out herein, the Board of Trustees is now desirous of making certain amendments to the Trust Deed including recording reconstitution of the Board of Trustees as set forth in this Amendment Deed No. 1.
3. Unless otherwise agreed to be amended and modified hereunder, all the contents of the Trust Deed remain applicable to this Amendment Deed No. 1, and the same are not repeated herein for the sake of brevity.

NOW THIS AMENDMENT DEED WITNESSETH AS UNDER:

1. The capitalized terms used herein but not defined shall have the meaning assigned to such term in the Trust Deed.
2. The Board of Trustees has been reconstituted and currently, the Board of Trustees comprises the following:
 - (a) Mr. Himanshu Shah, resident of C-101, Angelica, Mahindra Eminente, S.V. Road, Goregaon West, Mumbai-400104 ;
 - (b) Mr. Prajodh Rajan, resident of 1802, B wing, Runwal Heights, LBS Marg, Mulund (West), Mumbai - 400 080; and
 - (c) Mr. Dinesh Vaswani resident of 13B Sterling Apartments, Peddar Road, Mumbai 400026.
3. Mr. Vikas Kamlakar Phadnis and Mr. Abhinav Jain have resigned from the Board of Trustees with effect from September 5, 2019.
4. Pursuant to reconstitution of the Board of Trustees as mentioned in Clause 2 above, the Trustees have decided that, on and from the date of this Amendment Deed No. 1, the following matters will require unanimous consent of the Trustees and Clause 15(d) of the Trust Deed shall not apply.:
 - (a) appointment of a new Trustee on the Board of Trustees;
 - (b) removal / cessation of a Trustee from the Board of Trustees;



(c) any amendments / modifications to the provisions of the Trust Deed and this Amendment Deed No. 1; and

(d) any subsequent amendment to a matter, in relation to Trust / Trust Deed, which is agreed in writing by all the Trustees to be approved by unanimous consent of the Board of Trustees.

Any matter in relation to Trust / Trust Deed other than the matters which is agreed in writing by all the Trustees to be approved by unanimous consent of the Board of Trustees will be approved by a majority consent of the Board of Trustees. Any subsequent amendment to such matter which requires majority consent of the Board of Trustees shall be approved by majority vote of the Board of Trustees.

5. This Amendment Deed No. 1 is in addition to and not in derogation of the provisions of the Trust Deed, save as amended herein, all other provisions of the Trust Deed shall continue to be valid, subsisting and in full force and effect and remain unaltered, except to the extent being contrary or conflicting with the terms hereof. In the event of any conflict in provisions of the Trust Deed and this Amendment Deed No. 1, the provisions of this Amendment Deed No. 1 shall prevail. This Amendment Deed No. 1 shall form an integral part of the Trust Deed and any reference to the "Trust Deed" shall be construed as a reference to the Trust Deed as amended by this Amendment Deed No. 1, unless specified otherwise or the context requires otherwise.

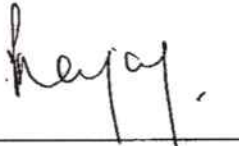
[Signature Pages to Follow]



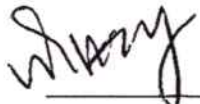
IN WITNESS WHEREOF, the Trustees have set their respective hands on the day and year first herein above written.

SIGNED AND DELIVERED BY:

In presence of:



Mr. Prajodh Rajan



NIKUNJ GUPTA

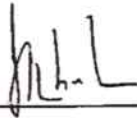


Signature page to the Supplementary Deed / Amendment Deed No. 1 to the Trust Deed of Lina Ashar Foundation executed between Mr. Himanshu Shah, Mr. Prajodh Rajan and Mr. Dinesh Vaswani.


IN WITNESS WHEREOF, the Trustees have set their respective hands on the day and year first herein above written.

SIGNED AND DELIVERED BY:

In presence of:



Mr. Himanshu Shah



Mr. Shailesh Khatri



Signature page to the Supplementary Deed / Amendment Deed No. 1 to the Trust Deed of Lina Ashar Foundation executed between Mr. Himanshu Shah, Mr. Prajodh Rajan and Mr. Dinesh Vaswani.

IN WITNESS WHEREOF, the Trustees have set their respective hands on the day and year first herein above written.

SIGNED AND DELIVERED BY:

In presence of:

Dinesh N. Vaswani

Mr. Dinesh Vaswani

Nikunj Gupta

NIKUNJ GUPTA



Signature page to the Supplementary Deed / Amendment Deed No. 1 to the Trust Deed of Lina Ashar Foundation executed between Mr. Himanshu Shah, Mr. Prajodh Rajan and Mr. Dinesh Vaswani.



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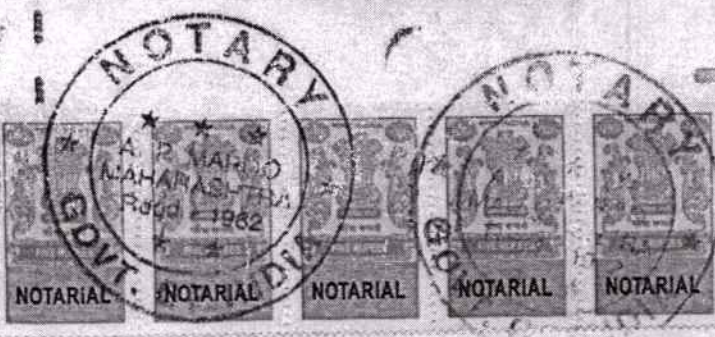
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9 APR 2006

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TRUST DEED

THIS INDENTURE is made at MUMBAI this 15th day of September Two Thousand and Six BETWEEN Mrs. Lina Ashar of Mumbai Indian Inhabitant residing at Mumbai hereinafter called "THE SETTLOR" (which expression shall, unless inconsistent with or repugnant to the context or meaning thereof include her heirs, administrators and assigns) of the One Part and (1) Mrs. Lina Ashar (2) Mrs. Divya N. Punjabi (3) Mrs. Kusum Kanwar all of Indian inhabitant hereinafter called "THE TRUSTEES" which expression shall, unless inconsistent with or repugnant to subject or context thereof include the survivor or survivors of them and the Trustee or Trustees for the time being of these presents and the executor or executors or administrator or administrators of the last survivor of them of the other part;

Ashar *Divya N Punjabi* *Kusum Kanwar*





महाराष्ट्र MAHARASHTRA



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का. व. जाधकावत

WHEREAS

The settlor is desirous of settling the sum of Rs.1,000/- only (Rupees one thousand) and all further moneys, properties, shares and securities which may be acquired, collected or received by the Trustees hereinabove referred to or any of them as donations (word donations hereinafter used shall include donations to Corpus/or subscriptions under the power for that purpose hereinafter contained) for the public charitable objects and purposes upon the Trusts hereinafter contained.

Ashae Durga N. Pujabi Laxman Kanwar



AND WHEREAS

the settlor is very unhappy and dissatisfied with the present state of affairs in different parts of country on seeing fall in moral and educational values in life and lack of such knowledge in present days youth.

AND WHEREAS

the settlor is of the opinion that present day's children are going to be citizens of tomorrow and will rule the country and for that to endeavor how to make them best citizens

AND WHEREAS

the settlor in her wisdom has observed that education has been revolutionized to cope up with the world more so when world has become smaller due to latest technology in various fields.

AND WHEREAS

the settlor feels strongly that the under privileged children have talent and skill and lot of creative ability and it is necessary to enhance their learning ability and experience.

AND WHEREAS

the settlor in her wisdom is of the opinion that some action is required to be taken to guide, assist, direct the Socially, educationally and economically backward children of Society irrespective of their caste, creed and religion in their character and personality build up by devising ways and means to create an atmosphere to build up a powerful nation on the basis of lofty ideals of the Indian Culture and tradition by making use of modern day Audio Visual Aids of all kinds with a view to provide the under privileged children in our Society, an opportunity for creative expressions.

AND WHEREAS

the trustees have at the request of the settlor considered the laudable objectives and agreed to act as the trustees to put into action the desire of the settlor.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. In pursuance of the said desire and for carrying out such desire into effect, the Settlor doth hereby grant, transfer and assign into the Trustees the said sum of Rs. 1,000/- AND all her estate right, title and interest claim and demand into or upon the said sum of Rs. 1,000/- (Rupees one thousand only) TO HAVE AND TO HOLD the said sum of Rs. 1,000/- (One thousand only) into the Trust upon and subject to the Trusts powers and provisions hereinafter declared and expressed of and concerning the same.
2. For the consideration aforesaid they the Trustees hereby covenant with the settlor that they the Trustees will stand and be possessed of the said sum of Rs. 1,000/- and the investments for the time being representing the same and all further moneys, shares, stocks, funds and securities and other properties movable and immovable which may hereinafter be acquired, collected or received as donations under the Trusts and provisions of these presents be substituted or added in due execution of the trusts and powers of these presents and expressly including any donations which may be received by the Trustees of

Ashar

Durga N. Rijati

Suman Kumar

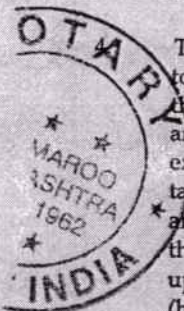
Amberjee



all which are hereinafter in these presents designated as "the Trust Fund" and income thereof upon trust for the uses and with and subject to the powers, provisions, conditions, discretions and agreement herein declared and contained of and concerning the same. The word donation herein mentioned will include donation to Corpus given by a donor with a direction to use the same and or income arising there from on the objects of the trust subject to the laws prevailing in respect of Charity, Income Tax and other Legal Statues.

3. Name :

The name of the Trust shall be "LINA ASHAR FOUNDATION". The office of the Trust shall be situated at C/o Kangaroo Kids Education Ltd. 301, Mamta House Premises Co-op. Society Ltd., 231, S.V. Road, Bandra (W), Mumbai or at such other place as the Trustees may from time to time think fit.



The Trustees shall stand and be possessed of the said trust fund upon the trust to receive the interest, dividends and other income thereof and pay them out in the first place to reimburse themselves or pay and discharge all the cost, charges and expenses incurred in or about or incidental to the administration or execution of any of the trusts or powers to these presents and also all outgoings, taxes, assessments dues and duties and other taxes payable in respect thereof and the cost of meeting ordinary repairs of any immovable property, if any, for the time being subject to the trusts or these presents AND SUBJECT thereto upon trust to apply the residue of the said interest dividend and other income (hereinafter called the "said income") and at their discretion to apply the whole or any part or parts of the corpus of the Trust Fund for such Public Charitable purposes of Spread of education and the advancement of any other general public utility, provided the income as well as the capital shall be applied only towards public charitable purposes as may be permitted by various Laws.

5. The Trustees shall have power to restrict or regulate from time to time the objects of this trust so as to comply with any conditions or requirements of taxation of income or capital as they may think fit so as to obtain for this trust or Donors to this Trust any relief or concession in respect of taxation subject to the over-riding consideration that the object or objects of this Trust shall always be a public charitable object and shall be such as may be recognized under Income Tax Act, 1961 or any statutory modification or re-enactment or any other Act governing taxation of income for the time being in force in India. This power shall include power to utilize donations to Corpus and or its accretions for accumulation and or for meeting the deficit of the Trust as may be decided by the trustees. It is expressly provided in this deed that the trustees at its meeting by a resolution passed (by majority) shall have power to delete and or modify and or add any further clause - clauses and provisions and carry out the same if in their wisdom it is desirable to do so and is not opposed to public policy and the same thereafter shall form part of this deed.

6. OBJECTS :

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 income of the Trust Fund and may at their discretion at any time and from time to time apply also the Trust Fund or any part or parts of the Trust Fund in or towards any one or more of the following objects or purposes (which according to law be public charitable objects or purposes) to the exclusion of the other or others of them in such proportion and manner in all respect as the Trustees may in their absolute discretion think proper :

Dashai

Dinika N. Rujari

Lunankar



- i) To establish, promote, subsidies, encourage, provide, maintain, organize, undertake, manage, build, construct, equip, develop, recondition, operate, and conduct any Educational Institution(s).
- ii) To plan a coordinated and holistic response to the identified needs of deserving children with a view to develop appropriate prevention and treatment strategies, provide opportunities for creative art, good quality services to ignite their skills and mobilize their potential to make them self-reliant.
- iii) To help, assist, educate, promote deserving achievers to develop self-confidence and make them grow as responsible adults contributing to the society.
- iv) To provide direct service to deserving children and/or assist others doing so with a view to improve their health, welfare and quality of life more particularly of children at Shelter homes for aids affected or at slums or at construction sites, children born to women prisoners and orphans.
- v) To run schools, colleges, boarding houses, ashrams, gurukuls.
- vi) To run teaching classes for primary, secondary and higher education in the fields of commerce, arts, science, engineering, medical, pharmacy, mining, music, dance, acting, sports, journalism, management, social welfare and industry.
- vii) To run and maintain institutes imparting Non-formal education to develop creativity and provide for earnings.
- viii) To provide a direct service to aforesaid children or to assist to facilitate other agencies doing such work in preventing use of drugs and or in developing and or strengthening for development and implementation of various projects by aforesaid children and also to conduct basic research/survey to identify agencies/homes that cater to the needs of such children.
- ix) To join, arrange, collaborate with appropriate agencies for implementing of pilot project for aforesaid children and coordinate activities of prevention, treatment and rehabilitation to improve their health and welfare.
- x) To work for and identify agencies to establish a strong and effective network of individuals/institutions/agencies working for development and utilization of empowerment methodologies for aforesaid children.
- xi) To arrange for modern teaching aids, Audio-Visual equipments, Charts, Slides, Films etc. for imparting education and to make them available to various educational institutions.
- xii) To promote, organize and co-ordinate research in education by providing college of education for B.Ed., M.Ed., Ph.D., etc. degrees, conduct intensive research projects and extensive surveys to provide effective extension programmes and consultative services to educational institutions.
- xiii) To provide for and/or arrange for counseling center comprising of educational and Vocational Guidance Bureau, Educational and Psychological Testing Services and Child Guidance Clinic.



Disha Divya N. Rajali

Lunika



- xiv) Establishments and/or acquisitions and maintenance or support of Schools, Colleges, Vidyapiths, Bal Mandir, Pathshala, Study Centre, Research Centres, Universities and other institutions or funds for imparting all kinds of education or instructions relating to fields not necessarily recognized for the purpose of formal scholastic education and training of students,
- xv) Establishments and support of Professorships, Fellowships, Lectureships, Scholarships and Prizes at any Schools, Colleges or other Institutions,
- xvi) Establishments and maintenance of and support of Hostels and/or Boarding Houses and grants of free boarding and lodging to poor and deserving students upon such terms and for such period as the Trustees may deem fit in each case.
- xvii) Grant of endowments to Universities, Research Institutions and other institutions (whether now existing or hereinafter established) for spread of education and knowledge in all or any branches of knowledge,
- xviii) Awarding Scholarships and Fellowships and grants by way of loan and otherwise and on such terms and conditions as the Trustees may think fit for the purpose of the objects of this trust and for undertaking, pursuing and encouraging research work in any branch of Engineering, Technology, Electric therapy, Radiology, and Bacteriology Medical Science or Agricultural Science or any other branches of modern applied science in its widest and more comprehensive sense.
- xix) Awarding Scholarships and cash payments to needy persons and widows desirous of receiving primary, secondary and higher education
- xx) To take all the necessary incidental or consequential actions to protect and improve the health of the poor and weaker sections of the nations and to improve the efficiency of the masses.
- xxi) To hold, promote, conduct, organize, manage, participate in any conferences, symposia, lectures, discourses, forums, seminars for the promotion of the objects of the Trust.
- a) To make Subscriptions, contributions and/or donations to any Public Charitable Trusts for the promotion of any Public Charitable Objects as are authorised by this deed.
- b) Establishment, maintenance and support of Libraries, museum and reading rooms for advancement of education and knowledge.
- c) To undertake, carry out, promote and sponsor any programme which has been declared by the Central Government and or State Government from time to time and eligible and or permissible as charitable objects entitled to various concessions under different statutes including Taxation Laws.
- d) To establish support and maintain and aid almshouses and other public charitable institutions and also to open and maintain rest houses, parks and recreation grounds for benefit of aforesaid children.
- e) The benefits of the Trust shall not be restricted to any particular caste, class, creed or religious community.



Ashae Durga N. Rajali

Laxmanwar



- f) The Trustees shall be at liberty to accumulate the net income of the Trust Fund or any part thereof for such period or periods as they may think fit and to utilize the accumulations at any time or times for all or any one or more of the objects mentioned in the clauses herein above subject to the provisions of Income Tax Act and Public Trust Laws.
7. Notwithstanding anything contained in these presents, it is intended and directed that if at any time it is held that any of the objects or purposes to which the said - income or any part thereof or corpus or any part thereof is directed to be applied or expended is not a Public Charitable Object or purpose, the Trustee shall apply and expend the income or corpus towards the execution and - carrying out of such public charitable purposes as the Trustees may think fit subject nevertheless to the directions or limitations contained in Clauses 4 & 5.
8. It shall be lawful for the Trustees to frame rules, schemes, bye-laws, rules and regulations for administration of the Trust Fund and of the public charity hereby established and for the regulations and conduct of meetings and proceedings of the trustees and from time to time alter, vary, modify or repeal such rules and regulations and to substitute other rules and regulations in lieu thereof.
9. The Trustees are specifically authorised to amalgamate the Trust Fund including accumulated income thereof, if any, with one or more of such public charitable institutions or funds as are registered having for their objects all or any of the objects or purposes authorised by this Deed on the conditions that the amalgamated charitable institutions or funds shall hold such trust and fund of the amalgamating trust as addition or accretion to its own funds or corpus and income thereof for all or any of the public charitable objects falling within the objects of this trust. The Trustees may make such conditions for such amalgamation as they may think fit.

10. TRUSTEES :

- a) The number of Trustees of these presents shall not at any time be less than three and more than ten. The trustees may if expedient increase/reduce the limits of the trustees as may be decided in writing by majority of them. The following are the first trustees and they shall be governed by the provisions of this deed.

The Trustees shall be :

- (1) MRS. LINA ASHAR
- (2) MRS. DIVYA N. PUNJABI
- (3) MRS. KUSUM KANWAR

The Trustees shall reappoint them at their discretion.

It is further provided that all the decisions governing the Trust and its working shall be taken by the Board of Trustees by majority.

- b) If the Trustees hereby constituted or any of them the Trustees appointed or elected as herein provided shall die or desire to be discharged or refuse or become incapable to act or is adjudicated insolvent or 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 Trustees in writing or absconding for a period of three months or more without intimating his whereabouts, then the surviving or continuing Trustees or Trustee may subject to the provisions of this Clause appoint for the time being any person in the place of the Trustee as aforesaid.

Lina Ashar

Divya N. Punjabi

Kusum Kanwar



- c) The Trustees for the time being of these presents may appoint one or more of the Trustees from among them as the chairman and/or Managing Trustee or Managing Trustees with all or such of the powers and authorities of the Trustees as the Trustees may think fit and may from time to time withdraw any such powers and authorities.

Each of the Trustee shall nominate or appoint in writing a person as his or her successor to act as a Trustee in his or her place on his or her death, resignation or retirement or for any reasons whatsoever from Trusts. The persons so appointed or nominated by the Trustees shall in their turn nominate or appoint their respective descendants and/or successors - in office and all other rights and powers conferred on their successors and successor's successors and so on, the intention being that the Trustees shall continue for all time to come. In case of death, retirement or resignation from the Board of Trustees of any of the Trustees without having appointed any person to act as his successors or in case of a vacancy arising for any other reason, the vacancy so caused shall be filled up by the remaining Trustee and Trustees from among the descendants of said Trustee.

- d) The Trustees may appoint additional Trustee or Trustees of these presents with or without condition that he or they may act as Trustee or Trustees of these presents for a Fixed period.
- e) The Trustees shall be entitled to appoint any Manager, Agent, Secretary, Assistant, Clerk or other employees as they may consider necessary or expedient for or in connection with the administration, management, business or affairs of the Trust on such terms as to remuneration and otherwise as they may think fit and proper.
- f) If any difference of opinion shall arise amongst the Trustees in the execution, the Trustees in the exercise of the powers, authorities and discretions herein contained or any other matter, arising out of or in relation to these presents the same shall be settled and disposed of in accordance with the opinion of the majority of the Trustees for the time being and in the event of the Trustees being equally divided, the Chairman shall have a casting vote in addition to his own. The opinion of the majority of the Trustees as the case may be under this clause shall be final and conclusive and binding on all the Trustees.

11. **BANK ACCOUNT :**

To open and continue and operate upon any banking account in the name of the Trust or the names or name of any Trustees or Trustee and to provide for operation of such account in such manner as the Trustees think fit.

12. **MEETINGS AND PROCEEDINGS :**

- (a) The Trustees may meet as often as may be necessary for the dispatch of the business, adjourn and otherwise regulate their meetings and proceedings as they may think fit.
- (b) The Trustees may appoint one of themselves to be Chairman of the Board of Trustees. The Chairman shall preside at meetings of the Trustees. In case of equality of votes, the Chairman shall have second or casting vote.
- (c) A resolution passed without any meeting of the Trustees and evidenced by writing under the hands of all the Trustees shall be valid and effectual as a resolution duly passed at a meeting of the Trustees held in accordance with provisions of these presents.

Disha *Disha N. Rajali* *Kusumkar*



- (d) A Trustee may not vote on any matter in which he/she may be personally interested or concerned and in such a case the decision of other Trustees or Trustee not personally interested or concerned shall be regarded as the decision of the Trustees.
- (e) The quorum at a meeting of the Trustees shall be two but shall be three if total number of Trustees is more than three.
- (f) Notes made in the Minutes Books (if any) and other Records of any matter relating to the Trust shall be conclusive evidence of the facts and matters duly noted therein.

13. ACCOUNTS OF THE FUND :

- (a) The Trustees shall keep or cause to be kept proper books of accounts in which all receipts and expenditure relating to the trust shall be entered and such books shall be kept at the office of the Trust.
- (b) The Trustees shall each year cause to be made and prepared all accounts of receipts and expenditure in connection with the management of Trusts for the preceding year showing separately several heads of receipts and expenditure and such accounts shall be audited by a Chartered Accountant or Chartered Accountants appointed from time to time by the Trustees and the Auditors so appointed shall be paid his/their remuneration from the Trust Fund and / or income.

14. INVESTMENTS :

- (a) To permit the investments to stand so long as the Trustees desire in the name of any trustee or Trustees or one or more of the Trustees or in the name of the Trust.
- (b) To sell, exchange, surrender, give up, mortgage, charge, pledge, demise or dispose of any property movable and immovable for the time being subject to any of the Trusts of these presents and upon any such exchange to give or receive any moneys for equality or exchange; in relation to an immovable property the Deeds of Conveyance, Assignment, Transfer or exchange, Mortgage or lease or surrender, shall, if executed by any Trustee or Trustees in whose name or names it stands or by a majority of Trustees for the time being shall be as valid and effectual as if the same had been executed by all the Trustees for the time being. Any such sale etc. may be made either by public auction or private contract and the Trustees may make any stipulations as to title or evidence or commencement of title or otherwise and may buy in or rescind or vary any contract for sale exchange or otherwise without being responsible for any loss occasioned thereby.
- (c) To grant leases for such period and on such rent and on such terms and conditions (including an option to the lessees to purchase) as they may think fit and to accept, surrender of any lease.

AND IT IS HEREBY DECLARED THAT any premia or fine on such grant or surrender of lease shall be treated as income or as capital or partly as income and partly as capital as the Trustees may think fit.

- (d) To hire or take on lease or to purchase or otherwise acquire any immovable or movable property for all or any of the purposes of the

Ashae Dnyan N. Rajani *Kusumkarnas*



said trusts on such rents or hire on consideration and on such terms and conditions and for such period and with or without option for renewal or purchase as the Trustees may think fit.

- (e) The Trustees may raise or borrow money required for the purpose of the Trust on a mortgage or pledge of the Trust properties or any part thereof with or without any securities and at such rate of interest and on such terms as they may in their absolute discretion think fit.
- (f) To allow any investment to stand in the name of any bank, institute or corporation.

15. 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 the following powers, rights and duties are hereby expressly conferred on the Trustees, that is to say :-

- (a) To delegate by Power of Attorney or otherwise to any Trustees any power implied by law or conferred by statute or vested in the Trustees or Trustee by these presents but the Trustees shall not be held liable or responsible for the acts or defaults of any persons or person but only for their own respective acts and defaults.
- (b) To accept donations of money and/or property movable or immovable on such terms and conditions as the Trustees may think fit not being inconsistent with these presents or the Trust hereby established;
- (c) To appoint any proxy or proxies to attend and vote at any meeting.
- (d) To act according to the decision of the majority of Trustees when the Trustees are not unanimous.
- (e) The Trustees shall have full power to compromise or compound all actions, suits and other proceedings and all differences or demand and refer any such differences or demand to arbitration and to adjust, settle and approve all documents relating to the Trust Fund to execute release thereto as fully as if they were absolutely entitled to the Trust Fund and without being answerable for the loss occasioned thereby.
- (f) To give donations or subscriptions, out of the Trust Fund or income thereof as the Trustee may think fit to such public charitable institutions or Funds having for their objects all or any of the objects or purposes authorized by this deed, as the Trustees may at their discretion select. Such donation or subscription shall be made upon such conditions as the Trustees may think fit but in every case upon the condition that such donation or subscription shall be used by such institutions or Funds only for application to all or any of the public charitable objects falling within the objects of this Trust and not any others.
- (g) Instead of themselves spending any sum for any purpose authorised by these presents or by law or statute the Trustees pay any sum for the purpose of such expenditure to the treasurer or Secretary or other official of any Institution or Fund without being bound to look after the application thereof and the receipt of any such treasurer, Secretary or official shall be complete discharge to the Trustees for such payment, and from seeing to the application thereof;

Aslae

Durga N. Puigati

Kusumkarnar



The Trustees may make conditions with the Institutions or Funds or Charitable Society or other legal entity when giving or agreeing to give any help or donation thereto as the Trustees may think fit (not in inconsistent with the provisions of the Trust Fund) and may in particular stipulate that such charitable object shall be administered in name of this Trust; it shall be a condition of any help or donation that the charitable object for which it can be used shall be a public-charitable object falling within the objects of this Trust.

- (h) To decide all questions arising in the administration of the trusts including all questions relating to the interpretation of these presents otherwise concerning or touching or concerning any thing or matter relating or connected with or arising out of these presents or the operation thereof. The decision of the Trustees on all or any of the matters aforesaid shall be final.
- (i) 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 or disbursements that may be incurred in or about the execution of the trusts and powers of these presents.



The receipt of the Trustees or Trustee as the case may be for any moneys paid or any stock funds or securities or other investments transferred to them or him or her in the execution of any of the Trusts or powers here or for the purchase money paid to them or him or her shall effectually discharge persons so paying transferring the same there from.

17. Subject to the permission of Charity Commissioner, in the case any sale, any of the Trustee may notwithstanding that he is a trustee become the purchaser of the whole or any part of the trust property provided that in the case of stocks and shares the purchase price shall not be less than the current market price thereof at the time of the execution of the transfer or in the case of property of any other character the Trustees shall previously have obtained a valuation report on the proposed sale of an independent surveyor or professional valuer appointed by the Trustees for the time being other than the proposed purchaser and that the purchase price shall not be less than the amount of such valuation and the said surveyor or valuer shall not have advised against such sale for any reason whatever. The trustees may decide unanimously otherwise than above stated.
18. The Trustees shall be respectively chargeable only for such money, stocks, funds, securities and other funds of the Trust property as they shall respectively actually receive notwithstanding their signing any receipt for the same of conformity and shall be answerable and accountable only for their own act, neglects and willful defaults and not for those of any Bankers, Brokers or other persons in whose hands any trust money or securities may be placed nor for deficiency of the stocks, funds and securities, not otherwise for any involuntary losses the same shall happen due or through their or his or her own willful defaults.
19. The trust as constituted by this Deed shall be irrevocable so far as it is practicable and trustees shall be competent to amend, vary, delete any of the provisions to comply with the provisions of the Laws and or decided by the majority of the trustees at their meeting.

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

Disha Divya N. Rajali

Kusum Kanwar

