

LIONS CLUB OF MILLENNIUM CHARITY TRUST

TRUST DEED.

100Rs.



सो. मद्रास न. काशिदे

परवानाधारक मुद्रांक विभाग

१४/वी, कोताची वाडी, निरगांव मुंबई - ४

क्रमांक 539

दिनांक

१५/८/१९९९ Madhusudan Agarwal

सर्वोपरी/श्रीमती

..... यांना रु. १००/- चा मुद्रांक विभाग.

4 AUG 1999

Enquiry No. 5144 of 99... U/B. 19

Original document seen and returned

Ex. No. 6

Copy at Ex. No. 6 retained.

TRUST DEED

THIS DEED OF TRUST made at Bombay this 6th day of September in the Christian year One thousand nine

hundred ninety-nine between 1. LION MADHSUDAN AGARWAL residing at Gangotri, Irish Park, Juhu, Mumbai-400 049 2. LION JUGAL KISHORE JALAN residing at Minal Apartments, Shradhdhanand Road, Vile Parle (East), Mumbai-400 059 and 3. LION BHUPENDRASINGH GHUMMAN residing at Skypan Oberoi Complex, Versova, Andheri (West), Mumbai-400 058 hereinafter referred to as the "TRUSTEES"

(which expression shall unless be repugnant to the context or meaning thereof deemed to include them and the Trustee or Trustees for the time being of this

X Madhusudan

X 15. M. Rajendra

X J. P. Jalandhar

X R. K. Jalandhar

Trust, and the trustees hereinafter elected from time to time);

WHEREAS the LIONS CLUB OF MILLENNIUM CHARITY TRUST (hereinafter referred to as the said Club), has charitable objects which are set out in the constitution of the said Club and WHEREAS the said Club with the aforesaid "TRUSTEES" have decided to create and establish a separate fund to be held on trust hereinafter mentioned and has initially for creation of the Trust the Settler has set apart a sum of Rs. 5,000/- to be held by such Trust.

AND WHEREAS the Settler SHRI KISONGOPAL M. RAJPURIA has authorised the "TRUSTEES" to execute these presents and have before the execution of these presents handed over to the Trustees a sum of Rs. 5,000/- to be held by them

x *Rajpuria*  
x *K. M. Rajpuria*  
x *Rajpuria*

x *K. M. Rajpuria*

upon the Trust hereinafter mentioned AND WHEREAS the Trustees have agreed to act as the first Trustees of the Trusts hereby created AND WHEREAS for the purpose of Stamp Duty they value of the property hereby settled is fixed at Rs. 5,000/- (Rupees Five thousand only).

NOW THESE PRESENTS WITNESS that in pursuance of these presents and with a view to effectuate the said objects of the said Club the Settler hereby grant and assign to the Trustees all the said amount of Rs. 5,000/- TO HOLD the same unto the trustees forever to the use of the Trusts for the objects, subject to the powers, provisions and declarations hereinafter contained of and concerning the same AND THE TRUSTEES hereby declare that they will stand possessed of the said sum of Rs. 5,000/- and all, other moneys and property movable or immovable, which may hereinafter be acquired by the Trustees by way of purchase gifts, donations, collections or otherwise however including the income or profits thereof hereinafter provided (hereinafter referred to for the sake of brevity as "THE TRUST PROPERTY" for carrying out the objects of the Trustees and its subject.

- (1) The Trust hereby contained shall be known as "LIONS CLUB OF MILLENNIUM CHARITY TRUST"
- (2) The Office of the Trust will be at such place or places as may be decided by the Trustees with the prior approval of the Board of Director of the said Club. The first Registered Office shall be at Rajpuria Bhawan, 69-Nehru Road, Vile Parle (East), Mumbai-400 057.

25. 11. 1994

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x May 22/05  
x J. P. Galam  
x R. S. Prakash  
x 1/3

(3) The Trust shall be deemed to have come into existence from execution hereof and the year ending of the Trust for the first year shall from the day of execution hereof to 31st March, 2000 and thereafter 31st March each year.

(4) The objects for which the Trust is created and for carrying out the same the Trust property will utilized as under:

- a. To advance the cause of Education in general and in Technical Scientific subjects in particulars and to spread literacy among the illiterates and poor people.
- b. To establish Schools, Colleges, Libraries, Hostels, Balwadies and other Educational Institutions for the benefits of all persons irrespective of any Caste, Creed and religion.
- c. To render medical help and advice to the needy and for that purpose to establish and conduct hospitals, nursing homes, dispensaries maternity homes, sanitary clinics and organize medical camps.
- d. To grant scholarships, awards medals or other presents in cash or kind, to provide fees, books and other material to any poor and deserving student.
- e. To provide facilities for recreation physical exercise or for the development of any art such as painting music, dancing, acting, body

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*[Handwritten signatures and initials]*

building, mimicry etc.,

- f. To render financial assistance to students for prosecuting studies in India or Abroad in any specialized subject on such terms as may though fit.
- g. To establish and maintain Dharamshalas, Orphanages, Sanatoriums, Homes for aged, Ananth Ashrams, Community Halls for the benefits of poor and needy persons.
- h. To promote education literacy drives, and encourage prohibition and family welfare programmes in rural areas.
- i. To render help in money or in kind to people in distress on accounts of famine, droughts, floods, fire, epidemics, wars or riots or any other calamity.
- j. Digging wells and establishing water fountains and provide drinking water to general public.
- k. To develop gardens, play grounds, bus stop shelters, tree plantations.
- l. To felicitate Journalist, Social Worker, Professionals, Writer or any other eminent personality.
- m. To do or undertake any other activity for the general benefits of public or of general public utility.

(5) The Trustees shall have the following powers and

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x Prasanna  
x A. P. Galan  
x Rajendra B. B.

authorities:

- a. To recover receive and collect all the income rents and profits, interest and dividends or of the Trust Property.
- b. To manage the trust property and to pay all outgoings of any property such taxes, maintenance and repairs in respect of any immovable properties forming party of the Trust and all other expenses necessary and incidental to management of the Trust Property out of the income of the Trust Property.
- c. To apply any part of the corpus of the Trust property or the net income of the Trust property towards carrying out any of the objects of the Trust.
- d. To frame rules, bye-laws or schemes or constitutions for the implementations or carrying out any of the objects of the Trust, such rules, bye-laws schemes or constitution shall be deemed to form part of this Trust.
- e. To receive, accept and hold any gifts or donations in money or in kind including any immovable property with or without any terms and conditions as may be prescribed or laid down by the donor and which are not inconsistent with the objects of this Trust.
- f. To receive moneys by way of deposits, loans, gifts, donations, building funds or other

K. M. Raghava

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X *[Signature]*  
X *[Signature]*

funds or other funds for any specific or general purpose and which would form part of this trust.

- g. To hold programmes of Music, Dance, DRama, Cinema shows or Hold Exhibitions, Seminars, Meetings, Conferences or other gatherings or functions for raising funds to carry out the objects of the Trust.
- h. To acquire or purchase or take on lease or hire any land, building, flats and other structures either for carrying out any objects or activities of the Trust or for investing any Trust fund.
- i. To mortgage or hypothicate any trust property to secure any loans or moneys deemed necessary by the Trustee with prior permission U/s. 35 & 36 of B.P.T. Act, 1958 from Charity Commissioner, Bombay.
- j. To construct any building or other structure on ownership basis of carrying out the objects of the Trust.
- k. To open and operate account or accounts in any Scheduled Bank or Banks in the name of the Trust and keep the moneys therein which are require for day to day expenses of the Trust including moneys which may remain balance for investment or expenditure.
- l. To appoint managers and other employers to carry out the activities of the Trust and fix

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x G. P. Galen  
x R. S. / ...

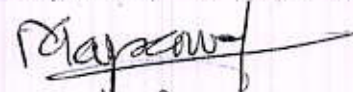
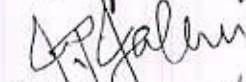
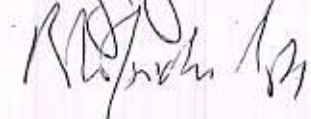
their salaries, wages and other emoluments from time to time and to remove such of them as may necessary.

- m. To delegate any of the powers of the Trustees herein provided to any one or more of the Trustees and for that purpose to execute any general or special power of attorney in favour of any such Trustees.
- n. To invest the Trust funds or any part of the income which is not immediately required, in any trust securities including a fixed deposit in any Nationalized Bank or in the units of the Unit Trust of India or in purchase of any immovable property including a lease hold property.
- o. To change the investment of the Trust fund from time to time as may be beneficial it necessary.
- p. To seal or give on lease or exchange any movable or immovable property of the Trust on such terms as the Trustees may think fit.
- q. To compromise any claims due to or by the Trust or refer any dispute to arbitrations.
- r. To execute any documents, pleading, petitions, affidavits in the course of carrying out the objects and activities of the Trust.

Provide that the Trustees shall not exercise any of the said powers without the approval of the Board

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of Directors of the said Club.

- (6) There shall be six Trustees or these presents and the Trust hereby created. These Trustees includes, the President, Secretary and Treasurer of the Lions Club of Millennium Charity Trust, The Terms for the President, Secretary and Treasurer shall be election of Presidents Secretary, Treasurer. They shall hereinafter referring to as the "Officiating Trustees" . There shall be three more Trustees whose term is for three years and shall be entitled for re-election and they shall be hereinafter referred to as the Executive Trustees.
- (7) If any Trustees shall die or go and reside abroad for more than one year and/or his term and/or retire or resign or is removed as Trustees or becomes physically or mentally unfit to act as Trustees or he causes to be the member of the said Club or completes his tenure as such Trustee shall cease to be a Trustee of the Trusts hereby created and the vacancy caused thereby shall be filled in by election in the General Body Meeting of the said Club and for that purpose, such vacancy shall be filled in atleast within two months from the occurrence of such vacancy, Any trustee on expiry of his term shall be entitled to stand for re-election.
- (8) All the trust property whether movable or immovable or moneys held in Bank accounts shall stand in the joint names of minimum two trustees.

K. M. Rajendra

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\* J. J. Jeyaram  
\* R. S. S. S. S.

- (9) The Bank Account shall be operated by the Trustees i.e. Treasurer alongwith one of the Trustees and/or as per the resolution passed by majority by the Board of Members of Club.
- (10) Notwithstanding any vacancy occurring in the trustees and thereby the member of the trustees becoming less than five but not less than three in number, will be entitled to act as trustees until the vacancy or vacancies is or are filled in and all the facts done and powers exercise by such trustees will be valid and legal as if they were done or exercised by all the Five Trustees.
- (11) The General Body of the Club by a resolution passed by a majority of three fourth of the members present in a Meeting specially called for that purpose will be entitled to remove any trustee or trustees of these present and of the Trust hereby created, in case such trustee so found to be acting against the interest of the trusts, or is guilty of any fraud or misapplication of moneys or other property in relation to this trust or otherwise provided that the resolution for such removal shall not be passed unless a reasonable opportunity is given to such trustee to explain his/her position and further against such Trustee there shall be definite charge made.
- (12) The Trustees shall be bound to carry out and comply with directions as may be given by the said club or its Board of Directors from time to time regarding the applications of the Trust property in carrying out the objects of the Trust as well as regarding

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\* J. J. Rappera  
\* R. J. Rappera

A the fund raising or other directions in connections with the trust hereby created provided that in the event of any difference of opinion arising between the Board of Directors of the said Club and the Trustees regarding the applications of the Trust property or carrying out of the objects of the trust such difference will be resolved by a joint meeting of the Board of Directors and the Trustees the opinion of the majority of the persons present in any such meeting shall be final and binding of both the Board of Directors and the Trustees.

- (13) The Secretary of the said club who will be the Managing Trustee and the President of the said Club will be the Chairman of the Board of Trustees.
- (14) The Chairman of the Board of Trustees shall preside over all meetings of Trust and in his absence any of the Trustees preferable one who is senior in age will preside over the meeting of trustees.
- (15) The Trustees shall meet atleast once in a months at such place as the Managing Trustee may decide but preferably in Bombay. The presence of three trustees at any meeting of the Trustee will make the quorum. The Trustees must keep a minute books and record the minute of each meeting and the minutes of each meeting shall be confirmed in the next meetings.
- (16) The Managing Trustee will be incharge of all the books or papers of the trust and will look the day to day administration of the trust. Every Trustees;

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x G. P. Galan  
x R. K. M. Raghav

will be entitled to inspect the books of accounts and other records of the Trust at any time during Office hours.

- (17) The Trustees will not be entitled to charge any remuneration for attending any meeting or for any other work provide that if any trustee is professional practitioner, a lawyer, Architect, or Medical Practitioner and if he/she does any professional work in connection with the trust he/she will be entitled to charge and the trust shall pay his/her professional charges.
- (18) The Trustees may frame rules and regulations necessary for the purpose of the management of the Trust property and may amend them from time to time provide that no rule will be valid if it is contrary to or inconsistent with the object and other provisions of these presents or are otherwise illegal.
- (19) The Trustees shall maintain regular accounts of the Trust and shall get them audited by an auditor appointed for that purpose by the said Club.
- (20) The receipt of the Trustees for any moneys paid or any stock of fund or securities transferred to them by virtue of these presents or in the execution of any of the trusts powers hereof shall effectually discharge any person or persons paying or transferring the same therefrom or being bound to the application thereof or being answerable for the lessor misapplication thereof.

L. K. M. Raghav

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(21) All question arising in the management of the administration of the Trust and the powers hereof and all the difference of opinion amongst the trustees shall be decided in accordance with opinion of the majority or the trustees present at any meeting and in case if they being equally divided in opinion the Chairman or in his absence the trustee presiding in his absence (the Trustee senior most in age) for the time being shall have casting vote.)

22. The Trustees shall be respectively chargeable only for such money stock, funds, shares securities or properties as they shall have respectively and actually received notwithstanding their signing any receipt for the same or conformity and shall be answerable and accountable only for their own acts, receipts neglects or defaults and not those of any other or for any banker, broker, auctioner, or other persons with whom or into whose hands any trusts moneys or securities may be deposited or come or for insufficient in titled or deficient in value of any investment nor for any other loss unless the same shall happen through their own willful defaults respectively and the said trustees may reimburse themselves or pay and discharge out of the trust fund all expenses incurred in or about the execution being dissolved or amalgamated with any other club or otherwise ceasing to exists, this Trust will come to an end and in that case, it will be amalgamated with any other Public Charitable Trust or its funds will be handed over to any other

x N. M. Raghunath.

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x G. P. Galan  
x R. S. M. S. P.

Public Charitable Trust and/or the funds and properties to be utilized with the approval of the Charity Commissioner or as per his directions.

IN WITNESS WHEREOF THE TRUSTEES HAVE put their hands the day and year first hereinabove written:

SIGNED, SEALED AND DELIVERED by

the withinnamed Settler

SHRI KISONGOPAL M. RAJPURA

in the presence of. *இராமகிருஷ்ண*

x *சு. ம. ராஜபுரம்*

SIGNED SEALED AND DELIVERED by

the withinnamed "Trustees"

MADHUSUDAN AGARWAL

JUGALKISHORE JALAN

BHUPENDRASINGH GHUMMAN

in the presence of.....

x *Madhusudan*  
x *Jugalkishore*  
x *Bhupendrasingh*

*சு. ம. ராஜபுரம்*