

भारतीय गैर न्यायिक

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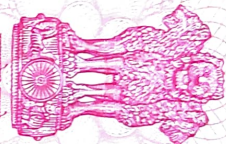
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भारत INDIA  
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गुजरात गुजरात GUJARAT

M 700879

GUJARATI BHARTI TRUST

Office: 0/000 no: 6, 240140

Kohinoor mharika, 2403,  
Surat, Runglool

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नरेश्वर अ. अहिरे  
अहिरेमोक्षान अ. अहिरे  
नामपुरा सुरतना स्टेशन-२  
ला.न.प/६५ सुरत  
स्टे.वे.नी सही  
हस्ताक्षर

21/12/2001

परमेश्वर

THIS DEED OF TRUST made this 25<sup>th</sup> day of November, Two Thousand Nine between SUBAS SINGH KALIPRASAD SINGH DHAWAN aged about 50 years, residing at 3A, Ratna Sagar Apartment, Chandni Chawk, Piplod, Surat, by religion Hindu hereinafter referred to as " THE SETTLOR " (which expression shall unless repugnant to the context or meaning thereof mean and include its successors and assigns) of the ONE PART,

AND

- 1) Shri Subas Singh Kaliprasad Singh Dhawan, aged about 50 years, Residing at 3-A, Ratna Sagar Apartment, Chandni Chawk, Piplod, Surat.
- 2) Dr. Kanubhai Govindbhai Mavani aged about 65 years, Residing at 79, Gurunagar Society, Varachha Road, Surat.
- 3) Premkumar Nandlal Sharda, aged about 63 years, Residing at 6-C, Megh Mayur Apartment, Opposite Lourdes Convent School, Athwalines, Surat.

Cont.. 2

Subas Singh

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- 4) Rudranarayan Kailashprasad Tiwari, aged about 38 years, Residing at 102, Brindavan Society, Madhav Baug, Dumbhal, Parvat Patia, Surat.
- 5) Arun Dinkar Shetty aged, about 43 years, Residing at Rupa Restorent, Near Railway Station, Surat.
- 6) Anilkumar Gangaram Jain, aged about 43 years, Residing at 212, Navkrupa Apt Gayatri Nagar Society, Near Rupali Naher, Bhatar Road, Surat.
- 7) Devendrakumar Ghanshyam Pandey, aged about 42 years, Residing at H-14, B. K. Park Althan Road, Surat.

(Hereinafter collectively called as THE TRUSTEES or Board of Trustees or Board) of the SECOND PART.

WHEREAS the Settler is desirous of settling a sum of Rs. 11,000/- (Rupees Eleven Thousand Only) upon a Charitable Trust, to promote various activities for fostering national integration and social welfare,

AND WHEREAS The Trustees, named hereinabove, have consented to become the First Trustees of the said Trust, as testified by their being parties to and executing these presents,

NOW, THIS INDENTURE WITNESSETH AS FOLLOWS:-

1. This Trust shall be known as BHARAT BHARTI TRUST, and the office of the trust shall be at Block-C, Shop No. 2401 to 2403, Kohinoor Market, Ring Road, Surat, or at such other place or places as may be decided by the board of the trustees from time to time.

## 2. OBJECTS OF THE TRUST:

The following shall be the objects of the Trust. The objects will be achieved without any discrimination on the grounds of religion, caste, creed, gender or the state of origin of within the country.

The said object will be achieved after availing prior permission from the Government and Judiciary according to prevailing provision of Law.

- (i) Advancement , promotion and spread of education science, Art, Literature and establish, Maintenance support of college school, educational Institution hostel, Library, Reading Room or other educational Institution.
- (ii) To Provide Fees, Scholarship, Free ship & Educational Equipment to poor & needy students.



- (iii) Medical Relief, Establish & Maintenance of Hospital, Dispensary, Nursing Home, Medical Centre, Laboratory, Research Centre, Blood Bank, Eye Bank and utilization of fund for medical relief of all kind.
- (iv) Relief to poor persons stricken with calamities such as earthquakes, flood, droughts, famines, fire, riots or otherwise.
- (v) Relief & help to aged, blind, lame, deaf, dumb, orphans and persons otherwise disabled or incapable of earning their live hood.
- (vi) To under take such activities as will strengthen Indian cultural values among the people of all states residing in sura.
- (vii) To do work for economic & social upliftment of people.
- (viii) To do work for development of Rural & Tribal area.
- (ix) To create employment opportunities for needy persons.

### 3. POWERS OF TRUSTEES :

All the Trustees together shall constitute the Board of Trustees, hereinafter referred to as "The Board "

The Board shall have all the power of management of the Trust for the purpose of carrying out the objects of the Trust. Without prejudice to the generally of the aforesaid powers and without in any manner restricting the same and subject to the provisions of the Bombay Public Trust Act, 1950, the Board shall in particular have the following powers:

- a) To augment the Trust Fund and raise income of the Trust by way of organizing charity drives, campaigns, or in any other manner and by such other means (other than business) as may deemed fit for the objects for which the Trust has been created.
- b) To accept any donation, contribution, subscription grants etc. either in cash or in kind, from any person, firm, company, or institution on such terms and conditions which are in conformity with the objects of this Trust and for such purposes and such objects as are in conformity with the objects of this Trust as the Trustees in their absolute discretion shall deem fit and they shall at all times be at liberty to refuse any donations without giving any reasons for such refusal.
- c) To purchase, take on lease, in exchange or otherwise, any land, building or property, moveable or immovable which may be required for the purpose of or conveniently used in connection with any of the objects of the Trust and to sell, demise, lease, rent out, mortgage, give in exchange for the aforesaid purpose.
- d) Subject to the provisions contained in statutes governing the Trust to invest and deal with money of the Trust not immediately required, in such securities or otherwise and in such manner as may from time to time be determined.
- e) To apply money, funds and properties of the Trust generally for the purpose of carrying out all or any of the objects of the Trust.

*Subscribed*

- f) To constitute such Committees and Committee Chairman and Committee members as may be deemed necessary for furtherance of the objects of the Trust.
  - g) To nominate Advisory Board and / or Governing Body for any institution established, run and / or maintained by the Trust and / or to which the Trust has helped in any manner directly or indirectly.
  - h) To employ staff for the purpose of the Trust and fix their remuneration and to discharge, dismiss, retrench or terminate services of persons employed by the Trust or do any such things as may be deemed proper for maintaining adequate staff for the administration of the Trust.
  - i) To sue and defend all actions at law and refer to arbitration and accept award and compromise or forego any claim of the Trust, and to execute all necessary writings in that behalf.
  - j) To do all such acts that may be necessary or conducive to the attainment of objects of this Trust and for effectively carrying out its activities.
  - k) To allow the use and occupation of any immovable property of the Trust with or without license fee or rent the same at nominal rent or concessional rent or at such rent for carrying on the Trust.
  - l) To open and operate accounts with banks and to purchase, sell, negotiate, endorse securities, cheques and negotiable instruments in the name of the Trust, provided however the banking account so opened shall be operated in such manner as may be decided by the Trust from time to time.
  - m) To borrow or raise money with or without security from banks, government, corporations, public or private institutions etc. which may be needed for carrying out the purposes of the Trust.
  - n) To reimburse and pay to the Trustees all costs pertaining and incidental to these presents including the cost of stamp, registration, lawyers fees which they or any of them have spent or incurred liability to pay and to keep them indemnified and harmless from any liability, responsibility incidental to the execution of these presents.
  - o) To appoint or engage necessary experts, scientists, doctors, engineers, architects, lawyers, officers, workers, volunteers and other persons for carrying out the aims and object of this Trust and to remunerate them reasonably as required and from time to time to terminate their services and remove them and to appoint other or others in his, her or their place.
  - p) The Board shall be responsible for efficient administration of the Trust to realize its objects. The Board is authorized to confer such powers on the President as it deems fit for effective management of the Trust Fund, income generation, property creation, termination of tenancy, filing of suits and other legal proceedings.
  - q) Under these presents the Trustees have committed individually and severally, to manage affairs of the Trust with due diligence.
5. INDEMNITY
- a) The Trustee shall be indemnified against all losses and liabilities incurred by them in the execution of the objects of the Trust and shall have a lien on the funds for such indemnity.
  - b) The Trustees, during the pendency of these presents, shall be respectively liable and chargeable only for such Trust funds and incomes, including money stocks, funds, shares and securities as they have respectively and actually received notwithstanding their respectively signing any receipt for the sake of conformity with the decision of the Board. Each Trustee will be answerable and accountable only for his/her own act, receipts, neglect or default and not for those of the other or others of them or for any banker, broker, auctioneer, or agent or any other for depositing or for lending on any security with less than a marketable title, nor for the insufficiency or deficiency of any stocks, funds, shares or securities, nor for any other loss unless the same shall happen through his/her own default or dishonesty or gross negligence.



**6. OFFICE BEARERS**

a) The Board shall elect the following office bearers from amongst the Trustees:

- (1) President
- (2) Vice President
- (2) Secretary
- (3) Treasurer

b) The office bearers shall hold their offices for a period of three years from the date of their appointment. In case of any of them ceasing to hold his office as a Trustee shall ipso facto and immediately cease to be an office bearer. In the event of a vacancy arising due to a person ceasing to be an office bearer for whatever reason, the same shall be filled up by remaining Trustee by majority.

7. The President of the Trust shall preside over meeting of the Board and be responsible for the overall management of the Trust.

8. The Vice President of the Trust shall assist the President in the discharge of his duties. In the absence of the President, the Vice President will preside over the meeting of the Trust and the Board of Trustees.

9. The Secretary of the Trust shall manage the day-to-day affairs of the Trust subject to the provisions of the Trust Act, the provisions contained in this presents and the directions of the Board of Trustees.

10. The Treasurer shall be responsible for ensuring that the accounts and other financial matters of the Trust are managed well and that the financial statements are duly prepared and audited immediately after the end of the accounting period.

11. All or any of the powers vested in or exercisable by the Trustees under these presents shall be performed or exercised by the majority of Trustees and any action or decision of such majority shall be as legal, valid and effective as it would have been, if taken by all the Trustees.

**11. BOARD OF TRUSTEES MEETINGS**

a. Meetings of the Board will be convened and chaired by the President.

b. The Board Meetings will be convened as often as it may deem necessary, but not less than once every three months at a time and place fixed by the President.

c. The Annual General Meeting of the Board shall normally be convened in the month of September, every year, after giving 15 days clear notice.

d. Three clear days notice shall be necessary for convening a Board meeting. However, the President may, at his discretion, convene a meeting at a shorter notice, if he deems it necessary to do so.

e. It would be obligatory for the President to convene a meeting of the Board of Trustees if a request is made by any three Trustees and such meeting shall be called within a period of fifteen days the date of such request.

f. In case of emergency, it shall be lawful for the Board to decide any question by passing any resolution by circular which on being duly signed by all the Trustees shall be as effective as a resolution passed in a Board Meeting.

g. The Quorum for the Board of Trustees Meeting shall be 3 (three).

h. Questions arising at any meeting shall be decided by majority of votes and in case of tie at any meeting, the President shall have a second or casting vote.

*Signature*

- i. All or any of the powers vested in or exercisable by the Board under these presents shall be performed or exercised by the majority of Trustees and any action or decision of such majority shall be as legal, valid and effective as it would have been, if taken by all the Trustees.
- j. The Board Meeting at which a quorum is present shall be competent to exercise all or any of the powers of discretion as stated in these presents as vested in the Board of Trustees. The minutes of the Proceedings shall be signed by the President after approval by the Board, and when so signed they shall be conclusive of what had transpired at the relevant meeting, until the contrary is established.
- k. The Secretary shall maintain minutes of every meeting.
- l. The President and Secretary or any one of the Trustees in lieu of the Secretary can be authorized for the purpose by the Board to sign and execute on behalf of the Trust, any Deed, Agreement or any other document and to sell, endorse or negotiate, on behalf of the Trust, any securities of the Government of India and such other instruments.

**12. MODE OF SUCCESSION AND CO-OPTION IN THE OFFICE OF TRUSTEES.**

- a. The number of the Trustees shall not be less than 7 (seven) and more than 25 (Twenty five).
- b. Parties of the second part, namely, the seven Trustees who are appointed by these presents shall continue as Trustees until they resign or cease to be the Trustees for any reason stated hereunder in (d).
- c. The Board is empowered, if it deems necessary to do so, appoint such additional Trustees; the tenure of additional Trustees shall be decided by the present trustees.
- d. A party of the second part will cease to be a Trustee in the event of his/her death, resignation, becoming insolvent, criminal offence, act of moral turpitude, becoming physically unfit or incapable to act or acting against the interests of the Trust; in such an event, the remaining permanent Trustees will appoint a new Trustee in place of such Trustee, by majority.

**13. ACCOUNTS :**

- a) The accounting years of the Trust shall end every year on 31<sup>st</sup> March. However, the Board of trustee shall have power to change the accounting year to suit the prevailing circumstances.
- b) The books of accounts of the trust shall be maintained regularly. Within six months from the close of every accounting year, the final accounts of the Trust duly audited by a qualified person and shall be presented before the Board of Trustees for its approval.

**14. IRREVOCABLE**

This Trust is irrevocable.

**15. AMENDMENT**

Any clause of this Trust Deed can be amended by Board by 2/3<sup>rd</sup> majority at a meeting called for that purpose.

**16. AMALGAMATION**




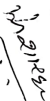




The Trustees may amalgamate this Trust with any another Charitable Trust or institution having similar objects with the permission of the Competent Authority as per the law that may be applicable at that time.

*S. Subashini*

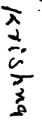

17. WINDING UP

In the event of the trustees deciding that it would not be possible for the Trust to carry on the activities for which it has been formed or for any other reason, it shall be open to the Trustees by unanimous decision to hand over the trust fund to any other Public Charitable Trust which has similar objects with the permission of the Competent Authority as per the law that may be applicable at that time.

IN WITNESS WHEREOF, the parties hereto have set and subscribed their respective hands on the day, month and year first herein above.

SIGNED AND DELIVERED BY SHRI SUBAS SINGH KALIPRASAD SINGH DHAWAN		(SETTLOR)	
SIGNED AND DELIVERED BY SHRI SUBAS SINGH KALIPRASAD SINGH DHAWAN		(TRUSTEE)	
SIGNED AND DELIVERED BY SHRI KANUBHAI GOVINDBHAI MAVANI		(TRUSTEE)	
SIGNED AND DELIVERED BY SHRI PREMKUMAR NANDLAL SHARDA		(TRUSTEE)	
SIGNED AND DELIVERED BY SHRI RUDRANARAYAN KAILASH PRASAD TIWARI		(TRUSTEE)	
SIGNED AND DELIVERED BY SHRI ARUN DINKAR SHETTY		(TRUSTEE)	
SIGNED AND DELIVERED BY SHRI ANILKUMAR GANGARAM JAIN		(TRUSTEE)	
SIGNED AND DELIVERED BY SHRI DEVENDRAKUMAR GHANSHYAM PANDEY		(TRUSTEE)	

WITNESSES:

(1)  Krishna Rao  
(2)  Pheneal Joshi

 Krishna Rao  
 Pheneal Joshi

