



31 JUL 1990

विश्वस्त निधी पत्राची मूल प्रत निशाणी
क्र. ४ चौकशी क्र. ४२०/१९९०

मध्ये दाखल केलेली ही ही ही याच बर्जदारास
परत करण्यात आली. चौकशी बर्जसोबत
त्याची प्रत निशाणी क्र. ४ चौकशी आहे.

ठाणे,

तारीख २९/०७/९०

TRUST DEED OF

KOKAN EDUCATION AND MEDICAL TRUST

- THIS INDENTURE made at Bombay 1st day of August, 1990
(ONE THOUSAND NINE HUNDRED NINETY ONLY) between
- (1) SHRI DAMODAR PILAJI PATIL residing at "Shri Krupa",
Vir Savarkar Marg, Virar(East) - 401303 at present of
Indian Inhabitant hereinafter called the "SETTLOR"
(which expression shall unless it be repugnant to the
extent of meaning thereof mean and include their
respective heirs, executors and administrators) of
the ONE PART AND
 - (1) SHRI DAMODAR PILAJI PATIL residing at "Shri Krupa"
Vir Sawarkar Marg, Virar(East) 401 303;
 - (2) DR. JAGANNATH MOTIRAM MANGELA residing at Pritam Villa,
Vir Sawarkar Marg, Virar(East) 401303;
 - (3) SHRI RAMCHANDRA MUKUND GAWAD residing at Gawad Wadi,
Vir Sawarkar Marg, Virar(East) 401 303;
 - (4) DR. MOHAN SHANTARAM MANKEKAR residing at Jiwandani
Hospital, Virar(East) 401 303;
 - (5) DR. HARAKCHAND PANNALAL JAIN residing at Ramwadi near
Bharat Petrol Pump, Dahanu Road(East), Dahanu 401 602.

: 2 :

- (6) SHRI KISHAN HARI PATIL residing at Narangi Post, Virar(East) 401 303.
- (7) SHRI WAMAN KRISHANJI DESHMUKH residing at Vartak Wad, Dongar Virar(West) 401 303.

All also of Indian Inhabitants hereinafter called "THE TRUSTEES" (which expression shall unless it be repugnant to the extent of the meaning thereof mean and include their executors and administrators or such survivors, their or his assigns and the trustees or trustee for the time being of these presents) of the OTHER PART.

WHEREAS the settlor is interalia seized and possessed of otherwise well and sufficiently entitled to a sum of Rs.1000.00 (Rupees One Thousand only) and the settlor is desirous of creating a Trust of the said sum of Rs.1000.00 (Rupees One Thousand only) for the Charitable objects and purposes as hereinafter mentioned.

AND WHEREAS in order to effectuate the said desire the settlor paid and handed over the said sum of Rs.1000.00 (Rupees One Thousand only) to the trustees or execution of these presents with and subject to

the powers, provisions, covenants and conditions as hereinafter recorded and contained of and concerning the same.

AND WHEREAS the Trustees have consented to act as the First Trustees of the said Trust and the parties hereto are desirous of recording the purposes, objects of the trust and also the terms and conditions of the said Trust.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

1. For effectuating the aforesaid desire and for carrying out the charitable objects hereinafter mentioned the Settlor on the execution of these presents said and handed over to the Trustees a sum of Rs.1000.00 (Rupees One Thousand only) and the Trustees shall stand possessed of the said sum of Rs.1000.00 (Rupees One Thousand only) and the profits and income thereof and the stock, securities, donations, contributions, subscriptions and amalgamations that may hereinafter be collected by the Trustees under these presents and the properties movable and immovable for the time being representing the same respectively (hereinafter for brevity's sake called "TRUST FUND") upon the Trust and with the subject to the declared and contained of and concerning the same as hereinafter mentioned.
2. The Trust shall be known by the name of "KONKAN EDUCATION AND MEDICAL TRUST" and shall have its Office at "Shri Krupa" Vir Sawarkar Marg (Chandansar Road) At Post - Virar (East) 401 303, Taluka Vasai District Thana, Maharashtra or such other place or places as the Trustees or Trustee for the time being of these presents may decide.
3. The Trust Properties shall vest in the Trustees and shall be administered and managed by them subject to and in confirmity with the provisions contained. The Trustees do hold and stand possessed of the Trust properties UPON TRUST for the following Charitable

objects to the intent that the same shall relate to anything done or it be done for the benefit of persons residing at any part of India and particularly in Rural, tribal and backward areas and in such properties as the Trustees in their absolute discretion think fit that is to say:

- (a) To import and promote education in different fields of science and in particular the field of Medical Science by way of establishing or founding new Institutions or taking over the existing institutions in the field of Science.
- (b) Advancement of Education and learning including higher studies and research work in different branches of science and in particular the field of medical science by establishing Research Institutions.
- (c) To serve the public (society) at large in Rural, Tribal and backward areas by way of medical help by promoting the activities of dispensaries, hospitals, health centres and other allied activities as the Trustees may deem fit.
- (d) To give scholarships, funds and/or other Charitable help in any shape and/or from to the needy deserving and poor students as the Trustees may deem fit.
- (e) To establish and maintain hostels, boarding houses and other institutions of the like nature for the needy deserving and poor students.
- (f) To establish, maintain or assist libraries, schools, cultural classes or other institutions for the advancement of education and in particular the field of science.
- (g) To establish, run, provide, maintain and conduct indoor and outdoor medical centres to cure ailment in Rural and Backward areas.

- (h) To help people in general in cases of natural calamity and other disasters.
- (i) To purchase, take on lease or exchange, hire or otherwise acquire immovable or movable properties and to construct, repair, improve alter and/or maintain buildings and other amenities of the like nature for the objects of the Trust subject to the provisions of Bombay Public Trust Act 1950 and the Income Tax Act 1961.
- (j) To do all the acts and things which are necessary for the promotion of aforesaid objects and advancement of any other object of general, public utility, not involving the carrying on of any activity for profits as the law may regard as public charitable properties, as the trustees may think fit and for one or more of such public charitable purposes to the exclusion of other or others as the Trustees may think fit provided that the Income as well as the Capital as well as the Corpus shall be applied only towards the public charitable properties as aforesaid and any accumulation of Income shall also be made and to be made for application to such public charitable purposes as aforesaid PROVIDED FURTHER:
- (i) notwithstanding anything hereinafter contained, the income as also the part of the corpus of the Trust Fund shall be applied and be applicable only to or for such public charitable purposes and objects and subject to such conditions or limitations, if any as may be from time to time be laid down in the Income Tax Act, 1961 or any other Act governing the taxation of Income as will ensure or make the Trust hereby established and its income as eligible for exemption from taxation under the Income Tax Act, 1961 or any replacement or re-enactment thereof or modification thereof or under any other Government Taxation for the time being in force in India.
- (ii) And further so that the Trust hereby established shall be done to which the provisions of section 80 G of the Income Tax Act, 1961 or any replacement or the modification thereof for the time being in

recognised eligible for exemption or relief from tax in regard to the doner.

- (k) Without prejudice to the generality of the foregoing objects or purposes but subject as aforesaid it is DECLARED that the Trustees shall in each year apply the Income of the Trust Funds may be at their discretion of any time and from time to time apply also the Trust Funds in or towards any one or more of the aforesaid objects of purposes (which according to the execution of other or others or them to the intent that the same relate to the anything done or it to be done for the furtherment of the aforesaid objects.

PROVIDED FURTHER THAT every contribution by Trustees to any other Trust, Society or Insititutions, fund scheme or object having as its sole object, all or any of the aforesaid objects shall be treated and deemed to be a furtherance and achievement of the objects for this Trust.

PROVIDED FURTHER THAT notwithstanding anything contained hereinabove the Trustees shall have powers by deed intervies or such other documents as may be necessary to delete or alter any of the objects or provisions or any part of the aforesaid Trust which are found contrary to the concepts of public charitable purposes or objects or outside the scope of the Income Tax Act, 1961 or any re-enactment, replacement or modification thereof and other taxation law as may be applicable from time to time and enforced in India or the provisions of any other law relating to the public charitable objects in India.

4. Without prejudice to the generality of the object and purposes mentioned in the ~~xxxxx~~ proceeding clause, it shall also be lawful for the Trustees to start any other charitable institution for all or any of the charitable objects comprised herein so that the Income shall be utilised only for the purpose of the Trust.

- 5(a) For the administration of the Trust, there shall be Trustee Committee consisting of minimum 7 (seven) Trustees. The maximum number of Trustees at any time shall not exceed 21 (Twenty one).
- (b) If and when a Trustee vacates his office either on death, resignation; insolvency or otherwise, then in his stead new Trustee shall be appointed by the remaining Trustees by majority.
- (c) Trustees shall appoint from amongst themselves Managing Trustee of the Trustee Committee.
- (d) Trustees shall appoint from amongst themselves General Secretary who shall keep and maintain all accounts of Income and Expenditure, cash etc. of the Trust and shall present accounts before the Auditors for Audit.
- (e) The quorum for the purpose of the Trustee Committee meeting shall be 5 (five) or 2/3rd of the total number of Trustees whichever is higher.
- (f) A Trustee shall cease to be a Trustee of the Trust if:
- i) He/She resigns his/her Trusteeship.
 - ii) He/She dies or become lunatic.
 - iii) He/She has been convicted by the Court of any offence or criminal nature involving moral Turpitude and sentenced in respect thereof to imprisonment.
 - iv) In the opinion of the 2/3rd or more of the total number of the Trustee Committee the conduct of the Trustee is adjudged to be detrimental to the interest of the Trust. Such a Trustee however shall be allowed to explain his/her conduct in the Trustee Committee before a decision is arrived at to expel him/her. However, the decision of the Trustee Committee on hearing the said Trustee shall be final and conclusive.
6. A ny matter or business of an routine or formal or urgent nature may be determined by a circular without meeting of the Trustees provided that it is agreed to by majority of Trustees and the decision so arrived at shall be got recorded in the minutes of the next meeting of the Trustees.

7. The Trustees shall out of the rents, profit, income and interests of the Trust properties in the first instance pay all the rents, rates, taxes, assessments and after necessary outgoings and in the next place all the proper costs, charges and expenses of and incidental to the administration and management of the Trust properties as well as the cost of current and ordinary repairs to and the upkeep of immovable properties, if any, preservation and safe custody of movable properties, if any, belonging to the Trust and pay and apply the balance for the objects of the Trust hereinabove mentioned after providing for other earmarked funds such as buildings fund, depreciation funds, investment, fluctuation fund and/or any other fund as may be decided by the Trustees..
8. The Trustees shall keep in good and substantial repairs all immovable properties if any, belonging to the Trust and shall also keep the properties duly insured against fire. The Trustees shall invite Tenders for construction, repairs, alterations, modifications or changing any layout involving in any of these case expenditure exceeding Rs.15,000/- (Rupees Fifteen Thousand only) or such other sum as may be mutually decided by the Trustees from time to time.
9. The Accounting year of the Trust shall be the financial year commencing on 1st of April each year and ending on 31st March each year. The first accounting year shall be as and from the date of these presents till 31st March,1991.
10. The Trustees shall maintain in books a complete list of the movable properties, if any of the Trust and shall keep it up-to-date by making additions to the same as and when new properties are purchased or acquired or disposed off by the trust. Such list or register shall be signed by all the Trustees and by any new Trustee when appointed.
11. The Trustees shall have power from time to time to make regulations and by-laws for the proper establishment, maintenance, management and supervision of the institutions assets and funds of the Trust as well as its liabilities and the affairs thereof. All

provisions of these presents of the Bombay Public Act, 1950 or the Rules thereunder or the Income Tax Act, 1961.

12. In all cases in which it is found necessary to seek advice or directions of the Charity Commissioner on question of administration and management of the Trust, to apply to the Charity Commissioner, Maharashtra State, Bombay. If they act on such advice or directions they shall be absolved from all liability.
13. The Trustees may at anytime invite and receive or without such invitation receive any voluntary contributions from any person or persons whatsoever by way of donation or legacy or otherwise for the support or for the benefit of the trust hereby constituted. PROVIDED ALWAYS that the terms upon which such donations or contributions shall be accepted shall not, in any way be inconsistent with or repugnant to the objects of these the Trust created under these presents to be utilised only in furtherance of its objects PROVIDED ALWAYS AND IT IS HEREBY AGREED that save as otherwise expressly provided by the terms of donations or contributions aforesaid the Trustees shall in their absolute discretion, be entitled to treat such donations of contributions or any part of the corpus of the Trust Funds or to utilise such donations or contributions or any part thereof for the furtherance and fulfillment of the objects of the Trust.
14. All moneys forming part of the Trust Funds and requiring investments shall be invested in the name of the Trust or at least there of the Trustees for the time being of these presents in or upon any of the securities authorised or allowed for investment of Trust Funds or upon the purchase of first legal mortgage of immovable properties, debentures, debentures stock, mortgage or securities of any corporation, companies or public bodies, municipal, commercial or otherwise or in current accounts or deposits with any Bank or Banks and the Trustees shall be entitled from time to time to vary and transpose the said investment into or for others of the same or alike nature. The Trustees shall also be entitled to keep and maintain the account or accounts of the Trust and the investments of the full payment or part of the Trust Funds with any

persons, companies or any other fund or institutions as they may in their absolute fund or institutions as they may in their absolute discretion think fit subject nevertheless to the compliance of all legal formalities necessary and under the laws for the time being force relating to the public charities.

15. The Trustees shall have power in their discretion, so far as the income of the Trust Funds or any part thereof shall not be applied in and upon the trusts under these presents, to invest and accumulate the same in the names of the Trustees in any investments permitted under these presents, with power to the Trustees at their discretions to vary and transpose any investments for others of any nature hereby authorised. The Trustees shall be possessed of such accumulations upon the same trusts as are here be declared of and concerning the Trust Funds PROVIDED ALWAYS that the Trustees shall be at liberty to apply the whole or any part of parts such accumulations at any time or in (part or parts of such accumulations at any time in or) towards the trust herein contained as if the same had been the income arising in the year in which the same shall be so applied.
16. The Trustees shall have the power to sell, exchange or purchase immovable properties upon such terms and conditions as they may in their discretions, deem fit from time to time subject to the provisions of Bombay Public Trust Act, 1950 and the Income Tax Act, 1961.
17. The Trustee shall, if the situation so required to be entitled in their discretion to borrow moneys upon such terms, conditions and securities as the Trustees, in their discretion, deem fit and proper from time to time and to manage the Trust property comprised in these presents as security for payment of the loans borrows for the purposes of the Trust.
18. The Trustees shall be entitled to open and maintain in the name of the Trust or in the name or names of any two or more of them the Bank account or accounts with any scheduled Bank or Banks as they shall, from time to time decide and all moneys shall be paid in such account or accounts. Any of the two Trustees or Trustee shall be entitled to operate such account or accounts or in such other manner as the Trustees may decide.

19. The Trust Funds and the moneys shall be invested in accordance with the provisions of Section 35 of Bombay Public Trust Act, 1950 and the provisions of the Income-tax Act, 1961 and the Trustees shall have also power to convert securities of one type into other subject to the said provisions of the said Act.
20. The Trustees, may if necessary, rent or hire a place for their office for holding meetings of the Trustees and transacting the business of the trust and furnish it with necessary Furniture at the cost and expenses of the Trust.
21. All records, minute books, title, securities, account books, vouchers, papers and documents relating to the Trust shall remain in the custody of Treasurers appointed by the Trustees.
22. The Trustees shall keep 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, the Trustees shall in each Financial year have made and prepared all proper accounts or receipts and expenditure in connection with the management of the Trust for the preceeding year showing separately several heads of receipts and expenditure and such accounts shall be audited by a Chartered Accountant appointed from time to time by the Trustee.
23. The Trustees may at any time make such arrangement draw up such a scheme or Schemes and make or frame such bye-laws and rules as they shall in their discretion think fit for the administration of the trust hereby constituted and the management of the property hereby conveyed or any part thereof or any other property for the time being subject to the trust of this deed or any part thereof and may at any time amend, or repeat any of the said arrangement, schemes, bye-laws or rules as they shall think fit.
24. The receipt in writing of the Managing Trustee or of any two Trustees for the time being of these presents for any interest, dividend or income or the Trust properties or for any deeds papers, writings,

documents or other moneys and effects payable or deliverable to the Trustees shall be a sufficient and efficient discharge for the same respectively or for such sum thereof respectively as in such receipt or receipts shall be expressed or acknowledged to be or to have been received and the person or persons to whom or whose favour the same shall be given his, her or their heirs, executors or administrators shall not afterward be in any wise obliged or concerned to see to the application of the moneys, property and effects therein mentioned and acknowledged to be received or be answerable or accountable for the loss, mis-application or non-application thereof.

25. The Trustees for the time being of these presents shall be respectively chargeable only for such moneys, stocks, funds, deposits and securities as they shall actually received notwithstanding their respectively signing any receipt for the sake of confirmity and shall be answerable or accountable only for their own acts, receipts, neglects and default and to for those of each not for any banker, auctioners or any other person with whom or into whose hands and trust moneys or securities may be deposited or come in accordance with these presents nor for the insufficiency of any books, funds, deposits or securities nor for any defects insufficiency or title nor for any other losses unless the same shall happen through their own willfull default respectively.
26. The Trustees for the time being of these presents are entitled to reimburse themselves or pay and discharge out of Trust Funds all expenses incurred in or about the execution of the trusts and powers of these presents.
27. In case of any difference or opinion among the said Trustees for the time being in any manner concerning the said Trust including interpretation of these presents, the power of appointment of the Trustees or any other matter of question relating to or arising out of the said Trust, the opinion

of the majority and in case of tie, in accordance with the casting vote of the Managing Trustee shall prevail and be binding and conclusive.

28. The Trust Funds shall be administered and managed in accordance with the provisions contained in these presents and the rules and regulations which may from time to time be framed by the Trustees here-under PROVIDED ALWAYS IT IS HEREBY AGREED AND DECLARED that the Trustees or Trustee for the time being of these presents shall have powers from time to time to alter or to add to the said rules and regulations shall not off and against the objects and purpose of these presents or to be inconsistent therewith.
29. IT IS HEREBY EXPRESSLY AGREED AND DECLARED that the Trustees shall have the power by an unanimous resolution in that behalf to modify enlarge or terminate any of the objects and purposes of these presents or any other power or provisions of these presents without however effecting in any way the general object and purpose of the Trust for utilising the Trust Funds and Trust Funds and income of the Trust Funds for the Charitable purpose and to the intent that the Trust Funds and the income thereof shall at all times hereinafter be utilised for such charitable purposes only and not otherwise and on the Trustees resolving to terminate any particular object or purpose or any particular power or provision as afore said the same shall thereafter cease to be applicable but without prejudice to the rights of the Trustees by similar unanimous resolution to restore any such object or purpose, power or provisions either in the original form or with such modification thereto as the Trustees may consistently with the provisions of these clause determine provided always that notwithstanding anything hereinafter contained the income as also the part of the corpus of the trust and shall be applied and be applicable only to or for such charitable purpose and objects only and subject of such condition or limitation if any as may from time to time laid down in Income Tax Act, 1961 or any otherwise act governing the taxation of income as will ensure or make the Trust hereby established and its income as eligible for resolution from taxation under the....

Income tax Act, 1961, or any replacement, re-hancement or modification therefore under any Act governing Taxation for the time being in force in India and further so that the Trust hereby establishing shall be to which the provision of Section 80G of the Income Tax Act, 1961 or any replacement, rehancement or modification thereof for the time being in force shall apply so that any donation thereto be recognised eligible for exemption of release from tax in regard to the Donor.

30. IT IS HEREBY DECLARED THAT THIS Trust shall be and remain irrevocable for all time.

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

SIGNED, SEALED AND DELIVERED
By the withinnamed "SETTLOR"
SHRI DAMODAR PILAJI PATIL in
the presence of.....

DHIRAJ K. SHAH

Akshah

Patil

SIGNED, SEALED AND DELIVERED
By the withinnamed "TRUSTEES"
1) SHRI DAMODAR PILAJI PATIL
2) DR. JAGANNATH MOTIRAM MANGELA
3) SHRI RAMCHANDRA MUKUND GAWAD
4) DR. MOHAN SHANTARAM MANEEKAR
5) DR. HARAKCHAND PANNALAL JAIN
6) SHRI KISHAN HARI PATIL AND
7) SHRI WAMAN KRISHANJI DESHMUKH

in the presence of

DHIRAJ K. SHAH

Akshah

Patil
Mangela
Gawad
Manekar
Jain
K.H. Patil
W.K. Deshmukh

TRUST DEED OF

KOKAN EDUCATION & MEDICAL TRUST

DATED

FIRST AUGUST, 1990

SETTLOR MR. D.P. PATIL

TRUSTEES:

- (1) SHRI D.P. PATIL
- (2) DR. J.M. MANGELA
- (3) SHRI R.M. GAWAD
- (4) DR. MOHAN S. MANKEKAR
- (5) DR. H.P. JAIN
- (6) SHRI K.H. DATIL
- (7) SHRI W.K. DESHMUKH
