

[ विशेष-व. भा. (मुं. हा. वि.) २-घ.



43


### नोंदणीचे प्रमाणपत्र

याद्वारे प्रमाणपत्र देण्यात येते की, खाली वर्णन केलेली सार्वजनिक विश्वस्तव्यवस्था ही आज, मुंबई सार्वजनिक विश्वस्तव्यवस्था अधिनियम, १९५० (सन १९५० चा मुंबई अधिनियम क्रमांक २९) या अन्वये Thane Region Thane स्थील सार्वजनिक विश्वस्तव्यवस्था नोंदणी कार्यालयात योग्य रीतीने नोंदण्यात आलेली आहे.

सार्वजनिक विश्वस्तव्यवस्थेचे नाव "Jai Hanuman"  
Charitable Trust

सार्वजनिक विश्वस्तव्यवस्थांच्या नोंदणी पुस्तकातील क्रमांक E-8396/Thane  
Mr. Mukund Lal R. Mishra

आज दिनांक 3-10-2013 रोजी माझ्या सहीनिशी दिले (Signature)

शिक्का  सही (D.P. Thorat)  
पदनाम ... राज्य विभाग, हाऊ

Eth.3A



MAHARASHTRA



जिल्हा कोषागार कार्यालय,  
ठाणे.  
4 JUL  
मुद्रांक प्रमुख लिपीक/लिपीक

4/7/2013

गंगा झेरॉक्स/टायपिंग सेंटर  
दुकान नं. १५, भवानी मार्केट, फ्लोव्हर ऑफिसजवळ, ठाणे. HD 472410  
अनुक्रमांक 34184 किंमत रु. 100/-  
भावं Mukund Lal R. Mishra  
हत्ते Sr. CP  
दिनांक 12 JUL 2013  
(निशिन व. सांजदेकर)  
मुद्रांक दिग्गज  
नविन ला. नं. 1209090

TRUST DEED

**"JAI HANUMAN CHARITABLE TRUST"**

THIS DEED OF TRUST made and entered into at Thane this the 12<sup>th</sup> day of July Two Thousand and Thirteen, between MR. MUKUND LAL R. MISHRA age about 47 years, Residing at Ram Niwas, Row House No. D-55, Near Fire Brigade, Sector-04, Airoli, Navi Mumbai-400 708. hereinafter for brevity sake called "THE SETTLOR" (which expression shall unless repugnant to the context or contrary to the meaning thereof include his heirs, legal representatives and assigns) OF THE ONE PART

*M. Mishra* A.M. Mishra *M. Mishra* *A. Mishra* *Hemanth* 1

जिल्हा कोषागार कार्यालय,  
ठाणे.

And

- 1) MR. MUKUNDLAL R. MISHRA, age about 47 years, Residing at Ram Niwas, Row House No. D-55, Near Fire Brigade, Sector-04, Airoli, Navi Mumbai-400 708.
- (2) MRS. ARCHANA M. MISHRA, age about 44 years, Residing at Ram Niwas, Row House No. D-55, Near Fire Brigade, Sector-04, Airoli, Navi Mumbai-400 708.
- 3) MR. ABHISHEK M. MISHRA, age about 23 years, Residing at Ram Niwas, Row House No. D-55, Near Fire Brigade, Sector-04, Airoli, Navi Mumbai-400 708.
- (4) MR. ALOK M. MISHRA, age about 21 years, Residing at Ram Niwas, Row House No. D-55, Near Fire Brigade, Sector-04, Airoli, Navi Mumbai-400 708.
- (5) MRS. HEMANSHI A. MISHRA, age about 21 years, Residing at Ram Niwas, Row House No. D-55, Near Fire Brigade, Sector-04, Airoli, Navi Mumbai-400 708. for brevity sake called "THE TRUSTEES" (which expression shall unless repugnant to the context or contrary to the meaning thereof include the Survivor or Survivors of them and the other Trustees for the time being and from time to time of the Trust herein contained, their legal representatives and assigns) OF THE OTHER PART,

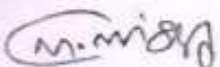
WHEREAS THE SETTLOR is possessed of and entitled to the sum of Rs. 1000/- (Rupees One Thousand Only) which he desires of settling upon a trust to utilize the same and/or income thereof for public charitable purpose in India.

AND WHEREAS THE SETTLOR HAS requested the said (1) MR. MUKUND LAL R. MISHRA (2) MRS. ARCHANA M. MISHRA (3) MR. ABHISHEK M. MISHRA (4) MR. ALOK M. MISHRA (5) MRS. HEMANSHI A. MISHRA to act as TRUSTEES and they have agreed to do so.

AND WHEREAS prior to the execution of these presents THE SETTLOR has handed over the aforesaid sum of Rs. 1000/- (Rupees One Thousand Only) to THE TRUSTEES to be held by them unto and upon the Trust hereinafter contained and declared and THE SETTLOR both hereby confirm such transfer and delivery unto THE TRUSTEES the said sum of Rs. 1000/- (Rupees One thousand only) and all rights, title and interest therein and THE TRUSTEES hereby acknowledge receipt thereof.

IT IS HEREBY AGREED AND DECLARED AS FOLLOWS;

1. In consideration of the amount aforesaid THE TRUSTEES hereby covenant with THE SETTLOR that they, THE TRUSTEES, will stand and be possessed of and hold the said sum of Rs. 1000/- (Rupees One Thousand only) and all other and future donations, howsoever



A.M. Mishra





 2

and from whomsoever received by THE TRUSTEES with or without any condition thereto attached and all moneys belonging to the trust and all investments for the time being and from time to time representing the whole or part of the same and all other properties movable or immovable which may be received, substituted or added in due execution of the Trust powers and provisions of these presents designated and referred to as the "TRUST FUND" upon Trust for the use and with subject to the powers, provisions, declaration and agreements hereinafter declared, contained or concerning the same.

2. THE TRUSTEES shall stand possessed of and shall hold the said TRUST FUND upon Trust to received, collect and get in, from time to time the interest and other income and profits thereof and there put in the first place to reimburse themselves or pay and discharge all costs, charges and expenses incurred in or about the collection or for getting in the income of the TRUST FUND or incidental to the administration of any of the trusts or powers of these presents and shall also pay and discharge all other costs, expenses and outgoings, taxes, assessments, dues and duties and other taxes, if any, payable in respect thereof and the cost of meeting the ordinary repairs of any immovable property and subject thereto upon trust, apply and utilize the residue of the said income and/or interest of the TRUST FUND at their discretion to apply the same for the following public charitable objects in India:

3. A) OBJECTS:-

The following are the basic Aims & Objects of the Trust :-

1. To unite the people and increase the feeling of brotherhood and fraternity among them. To undertake various projects on environment Protection and educate the People of Maharashtra on the topic of Water Conservation and Pollution Control, Energy Generation and Conservation Recycling and Waste Management, Transportation and Vehicular Pollution, Heritable and Conservation of Culture, Biodiversity and Greening Maharashtra and organized various contest in School & College, for the development of socially, and educationally weaker, section of the people by the trust.
2. Establishment, Classical dance Institute maintenance and support of libraries, museum and reading rooms for the advancement of education and knowledge to the society.

*M. Mishra*

A. M. Mishra

*[Signature]*

*[Signature]*

*[Signature]*

3. To undertake research, evaluation, monitoring studies in the area of nutrition, women and child development.
4. To organize, conduct and take part in various, Charitable Medical camps for the benefit of public at large.
5. To focus on employment generation and development of humans to promote saving and other professional training activities.
6. To Provide free career and vocational guidance to poor, handicapped, jobless youth.
7. To establish Ashram school, Adivasi School and Hostel for the welfare of students.
8. To encourage the sport Dance activities by arranging competitions and distributing prize, trophy, medals to deserving sportsmen.
9. Promotion of various forms of fine arts like music, dance, painting, sculpture, etc.
10. To render relief services at the time of natural calamities and similar accidental emergencies to affected people.
11. To establish to run computer education institution and other technical trades in urban, rural and tribal area.
12. To promote, organize community health Programmer, health education for old age and poor, need people and to provide ambulance service at concession rate to need patients.
13. To associate with other similar organization for the effective implementation of objective of the Trust.

*m. m. m. d.*

A. m. m. i. s. h. t. a

*[Signature]*

*[Signature]*

*[Signature]*  
4

14. To establish and equip Reading Rooms, Libraries for the Members & students of the institution and also provide educational equipments and scholarship to the clever students.
15. To print and publish books, magazines and pamphlets or other literatures, in the cause of Education.
16. To establish, conduct and manage (all Medium e.g. Marathi, Hindi & English) K.G., Child Nursery and child Play Group, Primary and secondary schools, Colleges, professional and technical institutions imparting Primary, per-primary, secondary higher secondary, Graduate and Post Graduate Education in all branches of Arts, Science, Commerce, Agricultural, Law, Vocation, Politics, Literary, Religion, Culture, Fine Arts, Crafts, Journalism, Engineering, Medicines, Information Technology & Physical college such as D.Ed., B.Ed., B.P.Ed., B.P.E., B.T.C., M.D. Management course, D. Pharmacy, B. Pharmacy, Dental & Medical College etc. to start Teacher's training course, Vriddhashram for senior citizen, Boarding House for poor children.
17. To help the needy and poor women in the society and help them and give them shelter for e.g. Vriddhashram, Anathashram, Orphanage.
18. Educational, Social, Economical, Environmental, Cultural and Sports Activities will Organize.

PROVIDED HOWEVER that the income as well as the corpus or asset of the Trust or any part thereof shall not be transferred, applied, utilized, paid or spent for any private purpose which does not ensure for the benefits of the public.

3. The Public Charitable Trust hereby created shall be designated and known as "JAI HANUMAN CHARITABLE TRUST".

4. The Trust Registered Address shall be Ram Niwas, Row House No. D-55, Near Fire Brigade, Sector-04, Airoli, Navi Mumbai-400 708..



A.M. Mishra







5. There shall not be at any time less than 3 and more than 7 Trustees of these presents.

6. The Area of operation of the trust shall be **ALL OVER INDIA** and shall follow the financial year commencing from **1<sup>st</sup> April and ending on 31<sup>st</sup> March** of its official accounting year.

6.a) Subject to the provisions of the Bombay Public Trust Act 1950, in case any of THE TRUSTEES for the time being of these presents shall become insolvent or shall be convicted of any criminal offences involving moral turpitude then and in every such case it shall be lawful for the other Trustees to give notice to the Trustee so becoming insolvent or being convicted of any criminal offence involving moral turpitude at his last known place or places of abode in India intimating that he is removed as Trustee of these presents and thereupon such Trustee of these presents shall cease to be the Trustee and such Trustee shall after receipt of such notice whenever called on to do so, do all necessary acts on his part for vesting the said TRUST FUND and/or other property forming part of the said TRUST FUND in the continuing Trustee or Trustees or any such Trustees jointly with new Trustees to be appointed under the provisions in that behalf hereinafter contained.

b) If and so often as THE TRUSTEES hereinabove named or any of them or any future Trustees who may be at any time hereinafter appointed shall resign, die or be removed from the office of the Trustees under the power for that purpose contained in the last preceding clause or go abroad and remaining out of the Republic of India at a time for a continuous period of six months without the leave of the competent Authority, or be desirous of being discharged from or refuse or become unfit or personally or physically incapable to act in the Trust of these presents then and in every such case it shall be lawful for the surviving or continuing Trustee/Trustees for the time being, to appoint a person or persons to be a Trustee or Trustees in the place of the Trustees so resigning, dying or being removed or going and remaining abroad or desirous of being discharged, or refusing or declining or becoming unfit personally or physically or incapable to act as aforesaid, as the case may be, and that on every such appointment the said TRUST FUND shall become vested in the new Trustee or Trustees either jointly with the surviving or continuing Trustee or Trustees or solely as the case may be and every new Trustee or Trustees so appointed shall

*Mishra*

A. M. Mishra

*Mishra*

*Sharma*

*Hemraj*

have the same powers, authorities and discretions and shall in all respects act as if he or they has/have been originally named as Trustee or Trustees of these presents. Provided however, that subject to the provisions of Clause 4 above, if at any time the surviving or continuing Trustee or Trustees think it necessary and proper to appoint or desirous of appointing any additional Trustee or Trustees, they or he shall be at liberty to do so and then and in that event the provisions set out in the foregoing part of this Clause shall apply mutatis mutandis to such appointment.

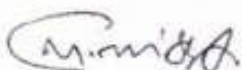
7.a) THE TRUSTEES shall appoint one among them as the Managing Trustee who shall also act as a Chairman of the Board of Trustees and shall preside at all meetings of THE TRUSTEES. In the absence of the Chairman, THE TRUSTEES present in the meeting shall elect one among them as the Chairman of the Meeting. For the present THE SETTLOR shall be the Managing Trustee and Chairman of the Board of Trustees so long he desires and continuous to be a Trustee of these presents. The aforesaid trustee shall be the permanent member of trust and can appoint various members including Individual.

b) THE TRUSTEES may meet together as many times as they think fit for the dispatch of business and may adjourn and otherwise regulate their meetings and proceedings as they may think fit. TWO Trustees physically present shall form quorum. If there is no quorum within half an hour, the meeting shall be adjourned to some other convenient date. No business shall be transacted in the meeting without required quorum.

c) THE TRUSTEES shall keep or cause to be kept minutes of their proceedings and proper books of accounts and shall get the accounts audited by professional auditors. The Trustees may from time to time open and maintain in the name of the Trust or in their own names current /saving bank or deposit account or accounts with such scheduled bank or banks post office or offices as may decided and may operate on the same all money received thereof for current expenses.

d) A resolution passed without any meeting of THE TRUSTEES and evidenced by writing under the hands of the majority of THE TRUSTEES shall be as valid and effectual as a resolution duly passed at a meeting of THE TRUSTEES held in accordance with the provisions of these presents.

e) In case of any difference of opinion among THE TRUSTEES for the time being in any matter concerning the said Trust including interpretation of these presents, the



A. M. Mishra







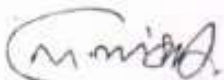



power of appointment of Trustees or any other matter or question relating to or arising in the due execution and administration of the Trust hereof, the opinion of the majority and in case of a tie, the decision in accordance with the casting vote of the Chairman shall prevail and binding and conclusive.

8. For the due execution and administration of the Trust of these presents and without prejudice to the generality of any powers hereby or by law conferred on or implied or vested in THE TRUSTEES, and subject to the provisions of the Bombay Public Trusts Act, 1950, the following powers and authorities are hereby expressly conferred on THE TRUSTEES, that is to say;

a. THE TRUSTEES shall have power, in their absolute discretion to accept, donations and any other sum or properties or assets in any form or manner including shares of any company from any person, firm, or company, institution, or funds realized by holding of any exhibitions, shows or other forms of entertainment or drive by publication of souvenirs for the purpose of raising funds and/or collection for the objects and/or purposes set out in Clause 2 hereof on such terms and conditions as may be deemed by them proper, being not inconsistent with the trust and terms thereof, and the amount of such donations or property or assets so accepted and/or collected shall be treated and dealt with as forming part of the Corpus of the TRUST FUND and all the terms, powers, agreements and provisions herein shall apply to the same mutatis mutandis. THE TRUSTEES shall also be entitled to take-over the management of any trusts, or charitable institutions or charities as well as carry out the trusts under any deed of trust or charitable bequests or legacies under any will or testamentary writing, on such terms and conditions, if any, as may be thought fit by them in their absolute discretion provided nevertheless the same are for carrying out public charitable purpose as set out in the preamble and Clause 2 hereof.

b. To sell, exchange, surrender, give up, mortgages, lease, charge, pledge, demise or dispose of or otherwise deal with any property movable or 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 of exchange.




A.M. Mishra 





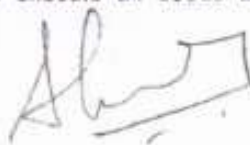
- c. To hire, or take on lease any immovable or movable property for all or any of the purposes of the said Trust at such rents and on such terms and conditions and for such period and with or without option for renewal as THE TRUSTEES may think fit.
- d. To accept deposits with or without interest from the public and or from public institutions and to take loans from banks, other institutions and/or individuals.
- e. To appoint and dismiss and re-appoint, employ servants, clerks, care-takers, managers and others on such salary and on such terms as they think fit.
- f. To grant lease for such period and on such rent and on such terms and conditions (including option to the lessee to purchase) as they may think fit and to accept, surrender of any lease.
- g. To treat, in their absolute discretion any amount howsoever received, as income or capital.
- h. To compromise, amalgamate, compound, refer to arbitration sue for or defend any action, proceedings, difference or demand relating to the Trust and/or the TRUST FUND and/or its income, in such manner as they deem fit and to execute all documents and things expedient for such purposes.
- i. To frame rules, regulations and bye-laws and to repeal, amend or later the same, and to do all such acts, deeds and things as may be necessary for effective administration of the said Trust and for carrying out its objects.

9.a) Subject to the provisions of the Bombay Public Trusts Act, 1950, THE TRUSTEES shall invest and keep invested all the TRUST FUND in their hands, and also the interest thereof, if any, not required, in any Deposit Account with any scheduled bank or banks at such rate as THE TRUSTEES may think fit and/or in any of the securities, Government Undertaking Companies and Investments or any of them into or for other of the same or of a like nature, and to sell any investments at such price and subject to such terms and conditions as THE TRUSTEES may think fit and to execute all deeds and documents necessary for the purpose.

  
A.M. Mishra

A.M. Mishra





Hemant  
9

b) The investment of the TRUST FUND or the interest or income thereof or any part thereof shall always be kept in the name of the Trust as far as possible, or in the name of such number of Trustees as may be decided by THE TRUSTEES from time to time and in case of banking account and deposited, as aforesaid, the same shall be dealt with or operated upon, in such manner as may be decided by THE TRUSTEES.

10. The receipt in writing of the Managing Trustee or any two of the Trustees for the time being for any sums or moneys paid, given or transferred to him or them by virtue of these presents or in the execution of any of the trusts or powers of these presents or duly authorized person or employee of the Trust shall be sufficient, for effectual discharge of the same and the persons to whom such receipt shall be respectively given shall not be answerable or accountable for the loss or misapplication or non application thereof or be in any way bound to see to the application of the moneys thereby acknowledge to be received.

11. It shall be lawful for the Trustees in the event of Winding up/Dissolution/Determination of Trust the Trustees in the trust board should have 3/4<sup>th</sup> clear majority and also subject to the provisions of the Bombay public trust act, 1950 and the Income tax act, 1961 and the Assets remaining on the date of winding-up etc. under no circumstances shall be distributed amongst the Trustees but Public shall be Transferred to and handover by way of donation to the any other Public Charitable Trust or Institution having similar objects and purposes of these presents or such of these as may be directed by Trust Board and subject to provisions contained in Bombay Public Trust Act, 1950 and Income Tax Act, 1961.

12. Trust Fund for the benefit of the poor and needy persons for education, medical relief and other charitable purposes. The trust fund shall be applied exclusively for public charitable purpose as per the terms of this Trust deed and subject to such conditions and/or limitations, if any, as may from time to time laid down in the Income Tax Act, 1961 or any other Act governing to tax action of income as will ensure or make the Trust and its and its income eligible for exemption from taxation under the Income Tax, Act 1961 or any replacement or re-enactment thereof. For the purpose of these presents, the expression in the "Charitable Purpose" shall have the meaning as is assigned to that expression in the Income Tax Act, 1961 and the Bombay Public Trust Act, 1950 or any statutory modification of reenactment there for the time being in force.

*M. Mishra*

A. M. Mishra

*[Signature]*

*[Signature]*

*[Signature]*

13. THE TRUSTEES shall be entitles to any may reimburse themselves or pay and discharge out of the Corpus of TRUST FUND and/or its income in priority to any other expenses, all expenses incurred by THE TRUSTEES in or about the execution of the trusts and powers of these presents including the costs, expenses and fees to be incurred and paid on a change of investments, the expenses of keeping and publishing the accounts of the TRUST FUND, the legal expenses and lawyers charges etc. provided that all such costs and expenses as aforesaid shall in the first instance be met and defrayed whether settled or not from and out of the income of the TRUST FUND so far as the same shall extend.

IN WITNESS WHEREOF THE PARTIES TO THIS DEED HAVE HEREUNTO SET THERE HANDS AT BOMBAY ON THE DAY AND YEAR HEREINABOVE WRITTEN;

SIGNED AND DELIVERED BY THE WITHIN NAMED  
MR. MUKUND LAL R. MISHRA AS SETTLOR

) *M. Mishra*

SIGNED AND DELIVERED BY THE WITHINNAME  
MR. MUKUND LAL R. MISHRA  
AS TRUSTEE

) *M. Mishra*

A. M. Mishra

SIGNED AND DELIVERED BY THE WITHINNAME  
MRS. ARCHANA M. MISHRA  
AS TRUSTEE

)  
)

SIGNED AND DELIVERED BY THE WITHINNAME  
MR. ABHISHEK M. MISHRA  
AS TRUSTEE

)

*Abhishek Mishra*

SIGNED AND DELIVERED BY THE WITHINNAME  
MR. ALOK M. MISHRA  
AS TRUSTEE

)

*Alok Mishra*

SIGNED AND DELIVERED BY THE WITHINNAME  
MRS. HEMANSHI A. MISHRA  
AS TRUSTEE

)

*Hemanshi*

IN THE PRESENCE OF WITNESSES

1) OM PRAKASH PANDEY



*Om Prakash Pandey*

2) JAI PRAKASH PANDEY