

BNG (U)-TVR/ 68 2012-2013 1-31



B/14 - 65  
2012-17

DEED OF TRUST

OF

FAROHAR GLOBAL FOUNDATION

BETWEEN

DARA H.SATPATIWALA

AND

NEVIL MINOCHER BILLIMORIA

DARA H.SATPATIWALA

DATED THIS 30<sup>th</sup> DAY OF OCTOBER 2012

*D.H. Satpatiwala.*

CERTIFIED TRUE COPY  
FOR FAROHAR GLOBAL FOUNDATION

*N. Minocher Billimoria*

x <sup>1</sup> D.H. Satpatiwala.  
Trustee



01/10/2012



ಕರ್ನಾಟಕ ಸರ್ಕಾರ  
ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ  
Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10-ಎ.ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ.

ಶ್ರೀ Dard H. Satpatiwala ಇವರು 1000.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು  
ದೃಢೀಕರಿಸಲಾಗಿದೆ.

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ನಗದು ರೂಪ	1000.00	Paid by Cash
ಒಟ್ಟು :	1000.00	

ಸ್ಥಳ : ಕಾವರಹಿರಿ

ದಿನಾಂಕ : 30/10/2012

ಅಧೀಕ್ಷಕ ನಿರ್ದೇಶಕರು  
ಕಾವರಹಿರಿ, (ಕರ್ನಾಟಕ)

Designed and Developed by C-DAC, ACTS, Pune.

D.H. Satpatiwala





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THIS INDENTURE is made at BANGALORE on this Thirtieth day of October Two Thousand Twelve

BETWEEN

Dara H. Satpatiwalla, Zoroastrian Parsi, Indian inhabitant having address at C/o Mrs Parin Paul, 1788, 9th Main, 4th E Cross, HAL Third Stage, Indranagar, Bangalore 560 075. hereinafter referred to as "THE SETTLOR" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and assigns) of the ONE PART;

AND

(1) Mr Nevil Minocher Billimoria, Zoroastrian Parsi, Indian inhabitant having address at H.No.8, 2nd Floor, Rupa Lane Chandanwadi, Near Municipal School, Girgaon, Mumbai 400 004 (2) Mr Dara H. Satpatiwalla, Zoroastrian Parsi, Indian inhabitant having address at C/o Mrs Parin Paul, 1788, 9th Main, 4th E Cross, HAL Third Stage, Indranagar, Bangalore 560 075, Both also having address at C/o Vibgyor High, Survey No.66, 4TH Main Road, N. S. Palaya, Bannerghatta Road, Bangalore- 560 076. hereinafter referred to as "TRUSTEES" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include survivor or survivors of them and administrators of the last Surviving Trustee, their / his assigns) of OTHER PART.

WHEREAS:

- I. The Settlor is desirous of creating a Trust called "FAROHAR GLOBAL FOUNDATION" (hereinafter referred to as "the Trust") for carrying out public charitable objects and purposes wide enough for the extension of the benefit thereof to all, irrespective of caste, community, creed and relief and advancement of any object of general and/or public utility so that such benefit may be given directly by the Trust PROVIDED THAT in carrying out its object, the preference shall always be given to the members of the Zoroastrian Parsi Community;

D.H. Satpatiwalla

D.H. Satpatiwalla

Billimoria





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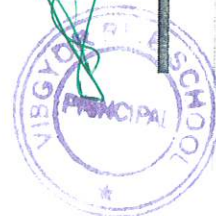
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- II. The Settlor is seized and possessed of or otherwise well and sufficiently entitle to a sum of Rs. 5,000/- (Rupees Five Thousand Only) and the Settlor desires to settle the said sum of Rs. 5,000/- on the Trust as nucleus of a fund for establishing and constituting a public charitable trust for the purpose and with subject to the powers and charitable trust for the provisions hereinafter declared and contained of an concerning the same in the manner hereinafter appearing.
- III. The Original nucleus which is hereinafter called the "TRUST FUND" shall include the said nucleus and all accretions and accumulations thereto receipts and by donations otherwise as also all other receipts including investments and properties movable and immovable whether donated, generated or purchased by the Trust for the time being.
- IV. At the request of the Settlor, the Trustees have agreed to become the First Trustees of these presents as is evidenced by their being parties to and executing these presents.
- V. In pursuance of the said desire and with a view to perpetuate and effectuate the said desire, the Settlor does hereby grant, transfer and assign to the Trustees the said sum of Rs. 5,000/- (Rupees Five Thousand only).
- VI. The parties hereto are desirous of recording the objects, the purpose and uses of the Trust as also the powers, provisions, agreements and declarations hereinafter declared and contained of and concerning the same.
- VII. The subject matter of the Trust for the purpose of stamp duty is valued at Rs. 5,000/- (Rupees Five Thousand Only).

*D.H. Satpatiwale.*

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*D.H. Satpatiwale.*





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ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 65

ಕಾವೇರಿ ದಲ್ಲಿರುವ ಉಪನೋದಪಾಧಿಕಾರಿ ಜಯನಗರ ರವರ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 30-10-2012 ರಂದು 02:27:21 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	500.00
2	ಸೇವಾ ಶುಲ್ಕ	930.00
	ಒಟ್ಟು	1430.00

ಶ್ರೀ Dara H. Satpatiwalಾ ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೊ	ಹೆಚ್ಚುತ್ತಿರುವ ಗುರುತು	ಸಹಿ
ಶ್ರೀ Dara H. Satpatiwalಾ			D.H. Satpatiwalಾ

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಉಪ ನೋಂದಪಾಧಿಕಾರಿ  
ಕಾವೇರಿ, ಬೆಂಗಳೂರು.

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೊ	ಹೆಚ್ಚುತ್ತಿರುವ ಗುರುತು	ಸಹಿ
1	Dara H. Satpatiwalಾ (ಬರೆದುಕೊಡುವವರು)			D.H. Satpatiwalಾ
2	Nevil Minocher Billimoria (ಬರೆದುಕೊಡುವವರು)			Billimoria

D.H. Satpatiwalಾ

ಸಹಿ ರಚನಾಕರ  
ಉಪ ನೋಂದಪಾಧಿಕಾರಿ  
ಕಾವೇರಿ, ಬೆಂಗಳೂರು.





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## NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

1. NAME OF THE TRUST:

The Public Charitable Trust hereby created shall always be called and referred to as "FAROHAR GLOBAL FOUNDATION". The Trust shall have its operations in the territory of India.

2. OFFICE OF THE TRUST:

The Office of the Trust shall be at C/o Vibgyor High, Survey No.66, 4TH Main Road, N.S.Palaya, Bannerghatta Road, Bangalore-560 076 or at such place or places as the Board of Trustees may decide in its absolute discretion. It is hereby expressly agreed and declared that the Trust shall not claim any right, title and interest in the above mentioned premises.

3. INITIAL CORPUS OF FUND:

That in pursuance of the said desire and for carrying out the aforesaid desire and/or intention into effect the Settlor doth hereby grant, transfer and assign unto the Trustees the said sum of Rs.5,000/- (Rupees Five Thousand Only) and his rights, title, interest and claim and demand unto and upon the said sum of Rs.5,000/- unto the Trust but upon and subject to the powers and provisions hereinafter declared and expressed and concerning the same. That in consideration of the aforesaid, the Trustees hereby doth hereby covenant with the Settlor that they shall stand possessed of the said sum of Rs.5,000/- as investment for the time being representing the sum and all shares/funds and other securities and other properties movable or immovable which may hereinafter come under the Trust and the provisions of these presents be submitted and/or added in execution of the Trust and the powers of these presents (all of which hereinafter referred to and designated as 'the trust fund' and/or 'trust properties') upon the trust for the use and with the subject to the

D.H. Satpathi

B. L. M. S. S.

D. H. S. S. S. S.





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ಗುರುತಿಸುವವರು:

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Jayant-Vijayan No. 301, Vindu Royal Apartment, AECS Layout, B Block, Kundanahalli, Bangalore - 37	<i>Jayant</i>
2	Arunk No. 7/5, 1st Floor, 2nd Main, Palace Cross Road, Bangalore - 20	<i>Arunk</i>

ಉಪ ನಿರ್ದೇಶಕರಾದ್ದರಿಂದ  
ತಾ.ವರೇಕೆರೆ ಬೆಂಗಳೂರು

"FAROHAR GLOBAL FOUNDATION TRUST"

  
 4 ನೇ ಪುನರ್ವಿವರಣೆ  
 ಸಂಖ್ಯೆ TVR-4-00065-2012-13 ಆಗಿ  
 ಸಿ.ಡಿ. ನಂಬರ್ TVRD131 ನೇ ಮೂಲಕ  
 ದಿನಾಂಕ 30-10-2012 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ  
 26/10/12  
 ಉಪನಿರ್ದೇಶಕರಾದ್ದರಿಂದ (ತಾ.ವರೇಕೆರೆ ಬೆಂಗಳೂರು)  
 ಉಪ ನಿರ್ದೇಶಕರಾದ್ದರಿಂದ  
 ತಾ.ವರೇಕೆರೆ ಬೆಂಗಳೂರು



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D/H Satpatiwala





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powers, provisions, directions and covenant hereinafter declared and contained and concerning the same.

- (a) The Trustees shall from time to time accept from any person or persons, foreigners, firms, companies, institutions (including other Charitable Institutions) Corporations etc. desiring to make gifts or donations to the trust, such moneys, properties movable and immovable as the donor may desires from time to time.
- (b) That the Trustees shall stand possessed of the Trust properties upon the Trust to receive the interest, dividend and other income there from and in the first place to reimburse himself and/or themselves or any of them and to discharge all costs, charges, expenses incurred in or about or incidental to the administration and execution of these presents and also the outgoing taxes, assessments, duties and dues and other taxes payable in respect thereof and cost of meeting the ordinary repairs to any movables or immovable properties for the time being subject to the Trust of these presents and subject thereto and upon the Trust and to apply the whole or any part of the residue of the said interest, dividend and other income (hereinafter referred to as the 'Trust's income' or the 'income') and or at his or their behalf to apply the whole or part thereof for the objects of the like nature in such a manner as the Trustees may deem fit.
- (c) Provided that the income as well as the Trust funds shall be applied towards the objects and/or charitable objects and/or purposes as aforesaid, or hereinafter enumerated and any accumulation of the income shall also be made and deem to have been made for the charitable purposes mentioned detail hereinafter.

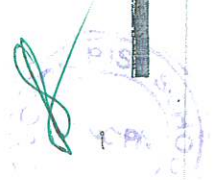
PROVIDED HOWEVER THAT:

Notwithstanding anything hereinbefore or hereinafter contained, the income as also the corpus of the Trust Fund shall be applied and be applicable only to or for such public charitable purposes and with a view to carry out aims and

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object of the Trust and within the territory of India only and subject to such conditions or limitations, if any, as may from time to time be laid down in the Income Tax Act, 1961 or any other Acts or Acts governing taxation or income and/or capital and/or wealth as eligible for exemption from taxation under the direct tax laws including the Income Tax Act, 1961, or any replacement, re-enactment or modification thereof. Subject to the provisions of sub-clause (a) of this provision the Trustees shall comply and conform the Management and the functioning of this Public Charitable Trust so that the Trust hereby establishing shall be one to which the provisions of the Income Tax Act, 1961, or any replacement, re-enactment or modification thereof, for the time being in force, shall apply so that any donation hereto be recognized and be eligible for exemption or relief for exemption or relief from tax.

#### 4. OBJECTS OF THE TRUST:

Without prejudice to the generality of the objects or purposes hereinafter mentioned, but subject as aforesaid, it is declared that the Trustees shall each year apply the residue of the income of the Trust Fund at any time or from time to time apply the Trust Funds or any part or parts of the Trust funds in or towards any one or more of the following objects or purposes (which according to law are to be public charitable objects or purposes) to the exclusion of the other of them in such proportion and manner in all respects as the Trustees may think proper.

- (a) To establish & administer, control, direct, take over, conduct, supervise, develop and manage and/or join in the established control, direction taking over, conduct, supervision, development and management of schools, colleges, institutions and Bodies for giving or imparting any kind of education and training including without prejudice to the generality and in particular primary, secondary and higher academic, scientific, commercial, industrial, agriculture in all its branches technological, vocational, theological, theosophical, professional, including medical, legal, journalistic, political historical, religious, Zoroastrian Parsi culture & teachings, psychological, sociological, Physical education and training as

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well as education and training in arts (including fine arts) and crafts and conducting post-graduate diploma courses in journalism, marketing, management and business administration, to deserving and needy students.

- (b) To encourage the education and research in various Indian culture towards the secular nation-hood of Indian people.
- (c) For the advancement and propagation of education and learning in different faculties including the establishment, maintenance and support of colleges, Universities, technical institutions, schools, work classes, laboratories, museum, vidyapiths, libraries, balmandirs, pathshalas, study centers, or other educational institutions, professorships, lectureships, scholarship prizes for research work in connection with medical scientific or industrial problems, granting fellowships in any branch of science or art of learning, assisting students to study abroad either by payment of a lump-sum or by payment of periodical sums.
- (d) To publish and/or to aid in publishing books, magazine reports, periodicals, annuals to impart education, promote literature and culture etc.
- (e) Establish and maintain and/or support to hostels and/or boarding houses and grant of free boarding and lodging to the poor and deserving students upon such terms and for such period as the Trustees may deem fit.
- (f) Grant of endowments to Universities, research institutions (whether now existing or hereafter established) for spread of education and knowledge in all or any branches of knowledge.
- (g) Grant of monetary or other assistance including scholarships and/or loans to deserving and needy students to enable them to receive such education, training and qualifications in such lines or courses for such period and upon such terms as the Trustees may in their absolute discretion from time to time deem fit.

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- (h) Establishment and/or maintenance and/or support of and/or grant of monetary or other assistance to any hostels and/or boarding houses and/or grants of free boardership for the lodging and boarding of any students studying in any schools, colleges, hostels or institutions upon such terms as the Trustees may in their absolute discretion from time to time deem fit.
- (i) To conduct, establish, equip, maintain and/or manage laboratories workshops and to undertake, conduct, carry on or help to carry on scientific research and other scientific works and provide funds for such works and payment to any person or persons engaged in research work whether in such laboratories elsewhere in the fields of natural or applied science including agricultural, animal husbandry or fisheries.
- (j) To conduct, manage, guide, look after or supervise other educational institutions having objects similar in part or in whole to the objects of the Trust for the advancement and propagation of education and learning.
- (k) To undertake, carry out, promote and sponsor any activity for publication of any books, literature, newspaper, etc. or for organizing lectures or seminars likely to advance these objects including for giving merits, awards, scholarships, loans and all other assistance to deserving students or other scholars or persons to enable them to prosecute their studies, academic pursuits, researches and for establishing, conducting, assisting any institution, fund, Trust, etc. which has any of these objects as one of its objects by giving donations or otherwise in any other manner in order to implement any of the abovementioned objects or purpose, transfer, without consideration or at concessional value and divert the ownership or any property of the Trust to and in favour of any public Institutions or Trust or Fund or any person.
- (l) To organize and undertake such cultural and social activities and functions as will afford opportunities for contacts among the members and the people.



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- (m) To pay particular attention to reconstruction and community development work in Rural Areas.
- (n) To build a Book Bank, Reading Room, Library, Computer Classes of its own.
- (o) To establish a cultural wing for Art and Music and towards this end build a research and reference library.
- (p) To give scholarships, stipends and other monetary assistance to persons engaged in activities, which promote its objectives.
- (q) To establish, maintain and control institutions in India and elsewhere for the above object and to have them registered and recognized in India or in any foreign country.
- (r) Awarding Scholarships, giving loans to needy students on easy terms regarding repayment with or without interest or remitting the said loans in full or in part.
- (s) To impart and promote secular education in Arts, Science, Commerce, Medicine, Law, Technical, Professional, Vocational Course, Industrial, Public Health, Agriculture, Public & Social Welfare, Technology and Ethics, etc. or in any other subject or subject which the Trustees may decide in their absolute discretion.
- (t) To provide relief, medical relief and housing to needy people free of cost.
- (u) To promote, organise, administer, establish, assist, support or maintain and grant to any person, institution, trust, fund, society or organisation whatsoever having for its objects charitable purposes and to incur expenditure in connection therewith.
- (v) To promote, assist or maintain all activities by whomsoever or wheresoever carried on in India in conformity with the objects of the Trust and as are conducive to the well being and general welfare of the Society or any other object as the Trustees may

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think fit and for one or more of such public charitable purposes to the exclusion of other or others as the Trustees may think PROVIDED THAT notwithstanding anything contained herein in carrying out the Educational activities, the preference shall always be given to the members of the Zoroastrian Parsi Community for granting admission to educational institutions run by it and if for any reason there are surplus funds available or funds which cannot be used for the benefit of the Parsi Zoroastrian community there and only in such an event and subject to the Trustees so deciding, the same can be applied and utilized for public charitable purpose for other minority communities or any other community.

AND GENERALLY to do all others acts, deeds and things as may be conducive to the attainment and furtherance of any or all of above objects and purpose of the Trust and / or any other way similar to them or incidental or relating thereto for the benefits of general public and the Trustees shall have powers to add to, modify or amend objects of Trust herein set out.

AND It shall be lawful for the Trustees to give aid by way of donations out of the income or the corpus of the Trust Fund or otherwise to different charitable, institutions, societies, organisations or Trusts in India which may have been established or which may thereafter be established for like charitable purposes mentioned in these presents or any of them to enable such institutions, societies, organisations or Trusts to start, maintain or carry out such charitable objects as are mentioned in these presents or any of them;

AND the Trustees may at any time invite and receive or without such invitations receive any voluntary contribution in money or moneys worth either from the Settlor or from the Trustees or any member or members of the public or from any firm or company, institutions, association or fund by way of donation, legacy or realized by holdings of any exhibitions, shows or other forms of entertainment or for the purpose of raising donation or drive for the purpose of raising amounts of money and / or collections or otherwise all or any of the



*D. H. Satpatwale*

*Billimoria*





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objects and charities mentioned above, provided, that they are not inconsistent with the provisions contained in these presents. Any such donations may be accepted either with or without any special conditions as may be agreed upon between the Donor and the Trustees PROVIDED THAT such conditions are not inconsistent with the intention and purposes of these presents PROVIDED FURTHER that the name of the charity mentioned herein shall not be altered All such donations be treated as forming part of the Trust fund being the subject matter of these presents and applied accordingly, PROVIDED FURTHER that it shall always be for the Trustees in their absolute discretion to decide whether they should invite or accept any such donations as aforesaid and they shall at all time be at liberty to refuse any donation without giving any reason for such refusal.

5. PROPERTIES OF THE TRUST:

- (a) The properties of the Trust shall belong to the said Trust. All the properties and new accretions thereto and all or any other properties, movable or immovable such as may hereinafter come or belong to the said Trust and acquisitions and donations of Cash and kind received hereinafter and the income from any other sources shall be collectively called 'the Trust Properties' hereinafter under these presents.
- (b) The Trust Properties shall vest in the Board of Trustees for the time being under these presents and shall be administered and managed by the Board of Trustees subject to and in conformity with the provisions of these presents.

6. NUMBER OF TRUSTEES:

The number of Trustees shall be minimum 2 and maximum 7.

7. MANAGING TRUSTEE:

- (a) Mr. Dara H. Satpatiwalla shall be the Managing Trustee throughout his lifetime or until he voluntarily resigns and after him subject to what is stated herein after, the Managing Trustee



DH. Satpatiwalla

D. M. M. M. M. M.





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shall be appointed by the Trustees for such period as the Trustees may think fit and proper.

- (b) Notwithstanding anything contained in this Trust Deed, while the said Mr. Dara H. Satpatiwalwa holds office as the Managing Trustee, all powers, authorities and discretion vested in the Trustees by these presents shall be vested in him alone and all other Trustees for the time being of these presents shall exercise such powers as the said Mr. Dara H. Satpatiwalwa may delegate to them and they shall be under his control and shall be bound to confirm to his discretion in regard to all matters pertaining to the Trust Management.
- (c) So long as the said Mr. Dara H. Satpatiwalwa shall continue to hold office as the Managing Trustee, he may from time to time and at any time appoint other person to be the trustee of the Trust and define, limit or restrict their power and fix their duties and may any time without any notice remove any trustee so appointed from office provided that the number of Trustees shall never be less than two and not more than seven.
- (d) The person nominated by the said Mr. Dara H. Satpatiwalwa in writing, during his lifetime or by his testamentary papers after his death, shall be the Managing Trustee of the Trust and such persons shall hold office until death or resignation. Unless provided to the contrary by the said Mr. Dara H. Satpatiwalwa at the time of nomination, the provisions of clause (b) and (c) above shall apply to the nominee mutatis mutandis as if the name of such nominee was substituted in the place of the said Mr. Dara H. Satpatiwalwa in these presents.
- (e) So long as Mr. Dara H. Satpatiwalwa or the persons nominated by him in writing during his lifetime or by his testamentary papers after his death shall hold office as the Managing Trustee the provisions of these presents hereinafter contained to the appointment, qualification and removal of trustee shall be kept in abeyance.



D. H. Satpatiwalwa.

P. L. Sharma





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8. MODE OF SUCCESSION TO TRUSTEESHIP:

The Surviving or continuing Trustees to appoint new Trustees throughout in their absolute discretion in case of vacancies arising due to death, resignation and removal of Trustees. The tenure of trusteeship under these presents shall be for life.

9. QUALIFICATION OF TRUSTEES:

Any male or female of above 21 years having good moral character, shall be eligible to become a Trustee of the Trust however the Trustees of the Trust shall at all times as far as possible be only from the Zoroastrian Parsi Community and that the majority of the Trustees of the Trust shall at all times be from the Zoroastrian Parsi community.

10. DISQUALIFICATION OF THE TRUSTEESHIP:

The Trustees of the said Trust shall be disqualified to act as Trustees and the office of a Trustee shall become vacant if:

- a) He/she acts against the interest of the Trust and does not abide by the Deed of Trust and rules and regulations framed thereunder;
- b) He/she commits any acts of malfeasance, misfeasance, misappropriation or breach of Trust in respect of this presents;
- c) He/she is convicted of criminal offence involving moral turpitude or of offence described under any applicable law;
- d) He/she voluntary resigns, dies or physically becomes incapable to act as Trustees, or of unsound mind.

11. FIRST BOARD OF TRUSTEES OF THE TRUST:

1. Mr. Dara H. Satpatiwalla, Managing Trustee;
2. Mr. Neville Minocher Billimoria;

*D.H. Satpatiwalla*  
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*Billimoria*





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12. CONSENT OF THE TRUSTEES TO ACT AND THEIR POWER:

Every new Trustee appointed as aforesaid with his/her consent previously obtained in writing shall have the same power, authorities and discretion and shall in all respect act as if he/she had been originally appointed under this deed.

13. POWERS OF THE TRUSTEES:

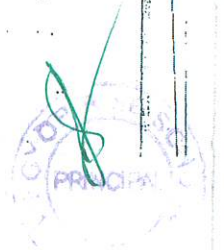
For the accomplishment of the objects of these presents and without prejudice to the generality of any power hereby law conferred or implied or vested in the Trustees the following powers and authorities are hereby expressly conferred on the Trustees that is to say:

- a) To purchase or otherwise acquire any immovable or movable property of all or any of the purposes of this Trust at such rents or otherwise and for such period and with or without option for renewal or purchase as the Trustees may think fit;
- b) To appoint and dismiss and reappoint executives, officials, clerks, caretakers, bankers, lawyers, brokers, accountants and others on such remuneration and on such terms as they think fit;
- c) To delegate by power of attorney or otherwise to any Trustee or Trustees or other person whomsoever any power implied by law or conferred by statute or varied in the Trustee by these presents and to withdraw or revoke all or any of such powers. The Trustees shall not be held liable or responsible for the acts or defaults of any such person or persons;
- d) To give donation to any Public Charitable Institutions or funds subject to such terms or conditions as the Trustees may think fit to make but in every such case the Trustees shall make it a condition that the donations shall be spent or applied only for



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donations for all or any of the object and charities mentioned above. The Trustees may allow any such donor to erect a building or buildings or any land belonging to the Trustees for being used for the purpose of the charities. Any such donations may be accepted either with or without any special conditions as may be agreed upon between the donor and the Trustees including conditions to use the donations and/or its income for specific object or objects of the Trust PROVIDED THAT such donations are not inconsistent with the intents and purposes of these presents. All such donations including buildings may be entered as forming part of the Trust fund being the subject matter of these presents and be applied accordingly. PROVIDED FURTHER that it shall always be for the Trustees in their absolute discretion to decide whether they should invite or accept any such donations as aforesaid and they shall at all times be at liberty to refuse any donations without giving or assigning any reason for such refusal. The Trustees may raise funds for the objects of the Trust by subscriptions, donations or by any such other legitimate means.

- i) The Trustees shall be entitled from time to time to open, maintain, close and operate Bank Account or Accounts in the name of the Trust or in the name of the Trustees or One / two or more of them at such Bank or Banks as He/ they may from time to time decide and may at any time pay or cause to be paid any moneys forming part of the Trust Fund or the income thereof to the credit of any such account or accounts and either by way of Fixed Deposit or Current Account or any other type of accounts.

14. MEETINGS:

The Trustees shall hold at least one meeting every three months or at such other frequency as they may deem fit proper and these meetings shall be called the ordinary meeting. The Trust may also hold additional meeting and such meeting shall be called special meeting.

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Such ordinary and special meetings will be held at such time and place as the Managing Trustee may determine and shall be called by the Managing Trustee.

15. QUORUM:

There shall be a quorum when at least 2/3rd Trustees are present at any meeting of the Trustees.

16. RESOLUTION BY MAJORITY:

Every resolution or question submitted to the meeting shall be decided by a majority of votes of the Trustees present at such meeting and voting. On the question each Trustee shall one vote, but in the event of equity of votes the Chairman of such meeting shall have second casting vote whether or not he has previously voted on the question.

17. CIRCULAR RESOLUTION:

Any matter of business of a routine or formal or urgent nature may be determined by circular without meeting of the Trustees provided that it is agreed to unanimously by all Trustees. In case difference of opinion, such question shall be dealt with at the next meeting of the Trustees.

18. MINUTE BOOK:

A minute book shall be kept for this Trust which will consist of:

- a) A clear report of the proceedings in the meeting of the Trustees;
- b) All the report of the proceedings in the meeting shall be read over to the Trustees at the next meeting and when confirmed, shall be signed by the Chairman of such meeting.

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- c) In case of differences of opinion at the time of confirmation of the proceedings or the previous meeting, the minute shall be confirmed according to the majority of the Trustees present. And in case of equity of differences among the trustees, the Chairman of such meeting shall have the right to take final decision.
- d) The Managing Trustee shall keep and maintain all the minute book of the meeting of the Trust Board and shall also maintain regular accounts of the Trust properties and incomes and expenditure and shall get the account audited by a Chartered Accountant and file with the authorities concerned.

19. THE PAYMENT OF MANAGEMENT:

On acquisition of immovable properties, the Trustees shall, out of rents, profits, income and interest of the Trust properties, in the first instance pay all rates, taxes, assessments. Any other necessary outgoing thereafter such as all the proper charges and expenses of an incidental to Management and Administration the Trust Properties as well as the costs of current repairs to and the upkeep of the immovable proportion belonging to the charity, if any, shall be paid and thereafter set apart 10% or set apart as Managing Trustee may decide from time to time of the total gross income of reserve fund for the purpose of heavy repairs, renovation or rebuilding of immovable properties, if any belonging to the Trust and pay and apply the balance for the objects of the Trust.

20. REPAIRS TO PROPERTY:

On acquisition of immovable properties the Trustees shall keep the property of the Trust in good condition. The Trustees shall have power to repairs, modify, alter, renovate, develop the immovable property of Trust and shall maintain it in good condition.

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21. ACCOUNTING, YEAR AND ACCOUNTS OF THE TRUST:

Accounting year of the Trust will be from 1st April to 31st March. The Managing Trustee shall keep or order to keep and maintain regular accounts of the Trust Properties and its income and shall get the accounts audited as per the applicable law. The Managing Trustee shall maintain keep books of accounts including:

1. Rough Cash Book;
2. Fair Cash Book;
3. Ledger;
4. Donation book entry containing movable full particulars;
5. Receipts Book;
6. Book containing movable and immovable properties containing full particulars and its value;
7. Book containing list of investments if any;
8. Other books; as the circumstances demand.

22. BANK ACCOUNTS:

The Trustees shall not ordinarily keep on hand cash more than Rs.50,000/- . All accounts in the Banks shall be maintained in the name of the Trust and, such accounts shall be operated by Managing Trustee alone or if he chooses in association with other Trustees or any other authorized person or persons on their behalf as may be decided by the Managing Trustee from time to time.

23. INVESTMENT:

Subject to the other provisions of these presents and the provisions of the Income Tax Act, 1961 or any statutory modifications or re-enactment thereof from time to time or any other Central or State Acts applicable to the Charitable Trust, the Managing Trustee and/or the



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Trustees shall invest Trust funds and money in its present state of investment for such time or times however long as they may in their absolute discretion think fit without being answerable or accountable to any one for any loss caused thereby and it shall be their absolute discretion to invest, sell, assign or transfer or realize the same or any part thereof and to invest the sale proceeds or other realizations or any other moneys requiring investment or modes of investment in India with power to them from time to time at their discretion to vary any investments held by the Trustees for other of the character hereby authorised viz.,

- a) In or upon any investments in India for the time being authorised by law for the investment of Trust Fund of a Charitable Trust.
- b) Any stocks, securities, debentures or bonds issued by or the interest of which has been guaranteed by the Central or State Government or any Municipal Corporation or Port Trust or any other local body or authority in India.
- c) Shares of any limited company or Government or Semi-Government, Company or Corporation or Co-operative Society in India (which are either cumulative or non-cumulative preference shares or equity shares) and debentures and bonds of any limited company or Government or Semi-Government company or corporation or co-operative society in India.
- d) In the purchase of any immovable property or any part thereof anywhere in India including leasehold properties for any period in developing the same.
- e) Deposit of moneys in open, current or any other type of accounts or account with any Bank or Banks or any limited company or Government or Semi-Government company or Corporation or cooperative society or any Government or Semi-Government Bodies or authorities in India.
- f) In the purchase or acquisition in India of any flat, office, premises, godowns, factory sheds or any other property or part

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thereof on ownership basis or as apartment owners or as a member in a cooperative society or a limited company or cooperative body.

- g) In the purchase of any equipment, plant, machinery, vehicles or any other movable property in India.
- h) In taking on hire purchase any plant, machinery, vehicles or any other movable property in India.
- i) In or upon giving loan on the mortgage or hypothecation of any movable or immovable properties in India either free-hold or leasehold. And the Trustees may at their discretion vary or transpose the investments from time to time AND IT IS HEREBY AGREED AND DECLARED that the Trustees shall be entitled to make investments hereby authorised.

24. POWER TO SALE, MORTGAGE, BORROW ETC.

- a) The Trustees shall have power to borrow money to take loan (whether by way of mortgage, pledge, hypothecation or otherwise of Trust's property) for the purpose of or on behalf of the Trust of which they are Trustee only such conditions and limitation as may be imposed by him in the interest or protection of the Trust.
- b) It shall be lawful for the Trustees to such time or times as they may in their absolute discretion think fit to sell by public auction or private contract or exchange or transfer or assign or grant lease or sub-lease, etc. (for any term howsoever long or to give on leave and license basis for any term howsoever long) or otherwise dispose of or exchange all or any part of the Trust fund and properties including any immovable properties of the Trust on such terms and conditions relating to the title or to otherwise in all respects as they may think proper and to buy or rescind or vary any contract for sale, exchange, gift, transfer, assignment, lease or other dispositions and to resell the same or



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enter into a fresh contract for exchange, transfer, assignments, lease or other disposition without being answerable for any loss or damage occasioned thereby and for such purposes to execute all necessary agreements, conveyance, deeds of exchange, assignments, transfers, lease, sublease, counterparts, leave and license agreements and other assurances and to pass, give and execute all necessary receipts, releases and discharges for the documents and assurances subject however to provisions of law applicable for governance of the Trust. All the moneys arising from any such transfer or other assurances from any such transfer or other assurances shall be deemed to be a part of the Trust Fund and shall be applicable accordingly.

25. REGISTER OF MOVABLE AND IMMOVABLE PROPERTIES:

The Trustees shall maintain complete list of movable and immovable properties of the Trust and shall keep it up to date by making additions, alterations in the name if and when new properties are purchased or acquired or disposed off by the Trustees. The Trustees shall physically verify the list or register at least once in two years.

26. CUSTODY OF THE DOCUMENTS:

The Managing Trustee shall keep in his custody all documents concerned with the Trust, such as minute book, Title deeds, property documents, receipts book and such other records related to the Trust at the place, which he thinks suitable and proper.

27. RECEIVING OF DONATION'S:

The Trustees shall be empowered to receive donations in cash or in kind, with condition. However, the Trustees shall take every care to see that the conditions are in consonance with the objects of the Trust and said donations will be exempted under section 80 G of the Income Tax Act, 1961.



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28. SOURCE OF INCOME:

The source of income of the Trust shall be in the form of Donation, Fees, Gifts, Charity Show, Income on investments, Bank Interest, income from cultural programmes, Income on issue of souvenirs etc.

29. POWER TO APPOINT COMMITTEE:

The Trustees shall be empowered to appoint and dissolve committee so appointed from time to time for specific purposes.

30. POWER TO APPOINT EMPLOYEE:

- (a) The Trustees shall have power to employ such servant or employees including as they may require for management of Trust on such terms and conditions as to salary, wages, D.A. etc. as they may consider proper and shall have power to dismiss or remove any servant or employees.
- (b) The Trustees shall have the power in their uncontrolled discretion instead of acting personally to employ and pay any agent including any Banks to transact any business or to do any act whatsoever in relation to the trusts of these presents including the receipts and payment of moneys without being liable for lease or misapplication and shall be entitled to be allowed and paid all charges and expenses incurred thereby.
- (c) To employ /terminate/remove the employee of the Trust Agents, Banks, Lawyers, Accountant or any other professionals or contractor and decide the remuneration thereto as deem fit.
- (d) To effect payment of Salary remuneration to a Trustee who is working for the Trust in his capacity other than as Trustee i.e. as a Principal of School, a Lawyer or any professional devoting time in any other capacity as a Trustee for services actually rendered.



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31. LIABILITIES OF TRUSTEES:

- (a) Every Trustee shall be liable for the acts and deeds expressly to be done by him or her. It shall be the responsibility of every retiring Trustee or the Trustees vacating his / her post for any reason to transfer the Trust Property in the name of new Trustees or in the name of board of Trustees.
- (b) The receipt of any of the Trustees for any income of the Trust fund or for any documents or title or securities papers or other documents and the receipts of any One / two or more of the signing any receipts for the same of conformity and shall be answerable and accountable only for their own acts receipts and neglects or defaults or dishonestly respectively and in particular no trustee shall be bound to take any steps to or proceedings against co-trustee for any breach of alleged breach of trust committed by such co-trustees.

32. REIMBURSEMENT OF TRUSTEES:

The Managing Trustee and other Trustee shall be entitled to reimburse themselves of the amount spent by them for the Trust out of their own pockets. The decision of Managing Trustee in this respect shall be final and conclusive.

33. POWER TO FRAME RULES:

The Board of Trustees shall be empowered to vary or frame such rules and regulations for the management and administration of the Trust, its institutions and funds and its properties as they shall think fit by passing an unanimous resolution to that effect in the meeting of the Board of Trustees PROVIDED HOWEVER such new rules and regulations framed by the Board of Trustees shall not be inconsistent with the Objects and intents of these presents.



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34. GENERAL POWER

Without prejudice to the generality of any powers hereby or by law conferred or implied or vested in the Trustees, the following powers and authorities are hereby expressly conferred on the Trustees that is to say -

- (a) Trustees can apply and utilize the part of the initial corpus of the Trust and any other fund or funds, they may receive as and by way of donations and/or gift towards the objects of the Trust. They will not be bound to give any cause or explanation in this behalf.
- (b) It shall be lawful for the Trustees to raise or borrow moneys required in connection with or in relation to the exercise of their powers under these presents with or without security or mortgage of any property comprised in the Trust fund or from any Bank, Life Insurance Corporation or any Government or Public Bodies or any authorities or financial institutions or from Trustee or Trustees or from any person with or without any security for all or any of the purposes of these presents and it shall be lawful for the Trustees to make such borrowings at such rate of interest and on such terms and conditions as they may in their absolute discretion think fit.
- (c) The Trustees shall be at liberty to enter into any arrangement of joint venture with any other institution involved in carrying out charitable activities so also the Trustees shall have power to enter into any sort of collaboration with any institution in India or outside for the purpose of carrying out charitable, educational activities as provided under the Instrument of Trust.
- (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 this trust on such terms and conditions as the trustees may think proper.



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- (e) The Trust may be amalgamated or merged with any other Trust, as the Trustees, may deem fit and proper. The Trust may also be dissolved by the Trustees, by passing a resolution to that effect and in such an event the corpus and properties of the Trust shall be handed over to or transferred to any other Trust having similar objects as the Trustees may deem fit and proper.
- (f) Upon the sale or transfer by the Trustees under the power conferred aforesaid the Purchaser or Purchasers transferors or transferees dealing bona-fide with the Trustees shall not be concerned to see or inquire whether the occasion for executing or exercising such power has arisen or other the provisions as to appointment and retirement of trustees herein contained have been properly and regularly reserved and performed. The Purchaser or Purchasers, transferor or transferors shall not be concerned to see to the application of the purchase money or other consideration and shall not be answerable for the loss, misapplication or non-application thereof.
- (g) Trustees for any other moneys or properties shall be sufficient and shall effectually discharge the persons or person paying or giving or transferring the same from being bound to see the application or being answerable for the loss, misapplication, non-application thereof.
- (h) The Trustees for the time being of these presents shall be respectively chargeable only for such Trust fund and income including moneys, stocks, funds, shares and securities as they shall respectively actually receive.

### 35. INHERENT POWERS

Notwithstanding anything contained herein the provisions of this Trust Deed can be amended, altered, abrogated or varied by the Managing Trustee or the Trustees provided they pass an unanimous resolution to that effect. However the name of the Trust can be changed if found necessary by unanimous decision of Trustees and by consent of Mr. Dara H. Satpatiwalla, the Managing Trustee that too during his lifetime only and not thereafter.

D.H. Satpatiwalla,





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IN WITNESS WHEREOF THE SETTLOR and the said Trustees hereunto have set and subscribed their respective hands the day, the month and the year first hereinabove written.

SIGNED AND DELIVERED  
by the withinnamed "SETTLOR"  
Dara H. Satpatiwalla  
in the presence of

1. *Tajwar Vijay*  
301, Bindu Rajale Apt  
ABC S Layout - B Block  
Kundalahalli, Bangalore - 37
2. *Arum R*  
H/S, 1st floor, 1st cross road  
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SIGNED AND DELIVERED  
by the withinnamed "TRUSTEES"  
(1) Dara H. Satpatiwalla  
(2) Neville M. Billimoria  
in the presence of

1. *Tajwar Vijay*  
301, Bindu Rajale Apt  
ABC S Layout - B Block  
Kundalahalli, Bangalore - 37
2. *Arum R*  
H/S, 1st floor, 1st cross road  
B-20

Drafted by:  
*Prashant M. R.*

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7/5, First Floor, II Main  
Palace Cross Road  
Bangalore - 560 020

*D. H. Satpatiwalla*





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DATED THIS THIRTIETH DAY OF OCTOBER, 2012.

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BETWEEN:

DARA H. SATPATIWALLA

SETTLOR

AND

(1) NEVILE MINOCHER BILLIMORIA

(2) DARA H. SATIPATIWA

TRUSTEES

TRUST DEED

OF

FAROHAR GLOBAL FOUNDATION

*D.H. Satpatiwala*

CERTIFIED TRUE COPY

*Billimoria*

