

Inquiry No. 1347 of 16.04.19
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Assistant Charity Commissioner
Greater Mumbai Region, Mumbai

INDENTURE OF TRUST

OF

Podar education and sports trust

THIS INDENTURE OF TRUST, called the "Trust Deed", made at Mumbai, this 25th day of April 16.

BETWEEN

Shri Pavankumar Ganeshnayaran Podar aged 58 years s/o Shri Ganeshnayaran Podar, residing at Silver Arch, 66- L, Jagmohandas Marg, Mumbai – 400 006,, hereinafter referred to as the "the settlor" (which expression shall unless it be repugnant to the context or contrary to the meaning thereof be deemed to mean and include his legal heirs, executors, successors and assigns) of the ONE PART.

AND

1. Shri Pavankumar Ganeshnayaran Podar, (Shri Pavan Podar, for brevity)
2. Shri Chandrasekharan Velayudhan, (Shri Chandrasekharan Velayudhan, for brevity)

hereinafter referred to as "the trustees" "which expression shall unless it be repugnant to the context or contrary to the meaning thereof be deemed to mean and include the survivors or survivor of the Trustees or Trustee for the time being of these presents) of the OTHER PART.

The Decan Merchants Co-op. Socy. Ltd.
THE DECAN MERCHANTS CO-OP. SOCY. LTD.
BYOLLA BR. 154/1544, BIRMA SUDAN
DR. AMBEDKAR ROAD, BYOLLA (EAST)
MUMBAI - 400 027
Authorised Signatory
Cea

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educational purpose and the objects as contained in this Indenture of Trust.

AND WHEREAS the settlor declare that the said sum of Rs.1,00,000/- (Rupees One lakh only) has been set and settled apart to the said Trust for the cause of education and educational purposes from and out of his estate,

AND WHEREAS the settlor Shri Pavankumar Ganeshnayaran Podar has transferred and handed over the said sum of Rs. 1, 00,000/- (Rs. One lakh only) to the Trustees herein and the Trustees herein acknowledge the receipt and have accepted the said sum of Rs. 1,00,000/- (Rs. One lakh only) for the purpose of the said TRUST.

AND WHEREAS the settlor is desirous of recording the terms, provisions and stipulations of the said TRUST in writing.

AND WHEREAS the trustees herein have agreed to carry out the Trust herein created.

NOW THIS INDENTURE OF TRUST, called the "TRUST DEED" WITNESSETH AND IT IS HEREBY DECLARED AND AGREED BY AND BETWEEN THE PARTIES AS UNDER:

1. DECLARATION OF TRUST

- a. The settlor herein declares the Trust as named herein and has delivered as sum of Rs. 1, 00,000/- (Rupees One lakh only) to the Trustees to hold the same unto and for the use by Trustees upon and for the Trust with and under and subject to the power, terms and provision contained herein.
- b. The Trustees hereby acknowledge the receipt and have accepted and shall hold the said sum of Rs. 1,00,000/- (Rupees one lakh only) received by them from the settlor on or before the execution of these presents as hereinabove stated and all contributions and donations hereafter to be paid to and received by them from any other person or person and income thereof and any other movable and/or immovable property whatsoever which may hereafter come to or belong to the said Trust (all of which are hereinafter for the sake of brevity collectively called the "Trust Estate") on Trust for the cause of education being the charitable objects and Public purposes. For the purposes of these presents the expression "charitable objects and public purposes" shall have the meaning as is assigned to that expression in the Income Tax Act, 1961 and the Bombay Public Trusts Act, 1950, or any statutory modification or reenactment thereof for the time being in force.
- c. In particular and without prejudice to the generality of the provision contained in clause 1(b) above and subject always to the provisions contained in the said clause, the Trustees shall be at liberty to apply the net income of the Trust property only in India, without distinguishing for any caste, creed and religion for the said cause of education being the charitable objects and public purposes hereinafter mentioned as the trustees in their uncontrolled and absolute judgment may deem fit and proper.

The Trust herein shall be known and called as "Podar education and sports trust" hereinafter referred to as "the Trust").

3. PLACE

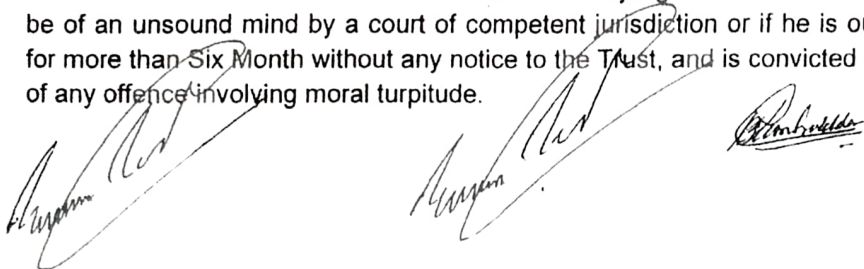
- a. The office of the Trust shall be situated at Podar Centre, 85, Chamber Baug Post Office Lane, Parel T.T., Mumbai – 400 012 (Maharashtra) or such place or places in Mumbai and/or other parts of Maharashtra as the Trustees may decide from time to time.
- b. The whole of India shall be the area of activities, of the Trust.

4. TRUSTEES

- a. (i) The first Trustees of the Trust shall be the following:
 1. Shri Pavankumar Ganeshnayaran Podar,
 2. Shri Chandrasekharan Velayudhan(ii) The first Trustees shall hold office for life.
- b. The minimum number of Trustees shall be TWO and the Maximum number shall be TEN
- c. Co-option

The Trustees may co-opt other person or person as the Trustee(s) if necessary within maximum number as stipulated for the Trustees and/or fill in the vacancy caused by resignation, death or disqualification, if any.
- d. Boards of Trustees
 - (i) All the trustees for the time being shall be collectively referred to as the "Board of Trustees".
 - (ii) The Trustees may appoint one among them as the Managing Trustee of the Trust.
- e. The Trustees co-opted shall hold office only for three years and are liable for retirement. The Trustees whose terms of office expire after the period of three years are eligible to be appointed as Trustees again by the existing Trustees. The Trustee may, if he so desires, resign his Trusteeship even before the expiry of the term of his Trusteeship.
- f. Shri Pavan Podar shall be Managing Trustee for life. The Managing Trustee shall act as Chairman and president at all the meeting of the Trust.
- g. Any Trustee may at any time resign by giving a month's notice to his co-trustees and upon expiry of such period, he shall be deemed to have vacated his office.
- h. Disqualification

Subject to the provisions of the Bombay Public Trust Act, 1950, a Trustee shall cease to be a trustee if he becomes insane or is adjudged an insolvent or found to be of an unsound mind by a court of competent jurisdiction or if he is out of India for more than Six Month without any notice to the Trust, and is convicted by a court of any offence involving moral turpitude.



i. Appointment of new trustees

Appointments of New Trustee or trustees shall be made, in the first instance, from amongst the direct male lineal descendants of SHRI PAVANKUMAR GANESHNARAYAN PODAR and/their spouses and if there be no such person in existence or being in existence is unwillingly or incapable of acting as a trustee, then any other person will be eligible to be appointed as such new trustee.

5. FUNCTIONING OF THE TRUST

- a. The Trust shall function under the overall powers and authority of the Boards of Trustees. All the Trustees shall work by a simple majority. The chairman of meeting of Board of Trustees shall have a casting vote.
- b. The Managing Trustee shall manage the day to day affairs of the Trust and shall work under the overall guidance, control and superintendence of the Board of Trustees.
- c. The Trustees may work through the committees or Sub-committees of the Trustees or the officials, executives or staff of Trust.

6. "TRUST ESTATE" OR "TRUST FUND"

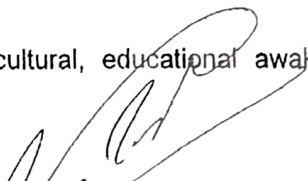
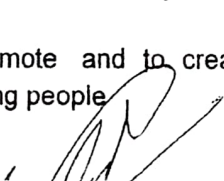
"Trust Estate" or Trust Fund" shall comprise of the following:-

- a. The sum of Rs.1, 00,000/- settled by the settlor herein.
- b. Any sum received by the Trust by donations or gifts or otherwise in cash or in cash or in kind from any person or persons for the Trust or for its corpus.
- c. Assets and properties, movable and immovable, belonging to the Trust acquired by purchase, exchange, lease, donation gifts or otherwise.
- d. Income, Profits and Surpluses from the properties of the Trust.
- e. All the rights, titles and entitlements of any nature whatsoever, received, or acquired by, or endowed to, the Trust by any person or person or authority or from nay sources.

7. THE OBJECTS OF THE TRUST

The object of the Trust shall be solely for educational purposes and not for purpose of profit and shall, interalia, comprise of the following:-

- a. To establish, set up, operate, maintain and manage schools (i.e., pre primary, primary and secondary), colleges, academies including tutorials or coaching classes, other teaching and educational institutions, Universities for graduation and post graduation courses and degrees for the cause and promotion of education in all its branches such as science, commerce, arts, law, sociology, engineering, technical and technological, medicines, health biotechnology, sports and all educational, professional and vocational fields and pursuits for boys, girls and adults irrespective of their caste, creed and religion, and to develop the character and national and social culture of the students, in India and abroad, and for this purpose, to construct, develop, acquire purchase, receive and/or maintain building hostels, boarding houses, furniture and fixture and other infrastructures including libraries, laboratories, research equipments and social and literacy materials.
- b. To promote and to create social, cultural, educational awakening among Hindi speaking people

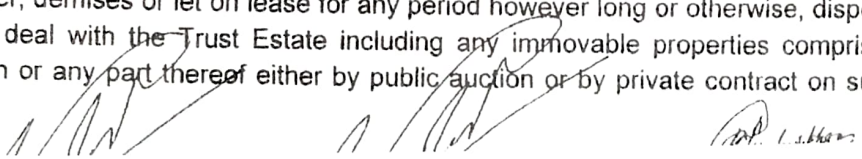


- c. For the objects as in (a) hereinabove, to solicit, obtain receive and accept donations, gifts, grants, devises, bequests, trust contribution, subscriptions, monetary aid and/or financial assistance in cash or in kind, from any organizations, institutions, trusts, societies, associations, or person or persons, AND likewise, to give donations contributions, subscriptions in cash or in kind, to the institutions, trusts, societies, associations etc. existing solely for the purpose of education and not for the purposes of profits as that of this Trust.
- d. To do all or any things or acts or deeds for and in furtherance of the objects of the Trust.

8. POWER AND DUTIES OF THE TRUSTEES

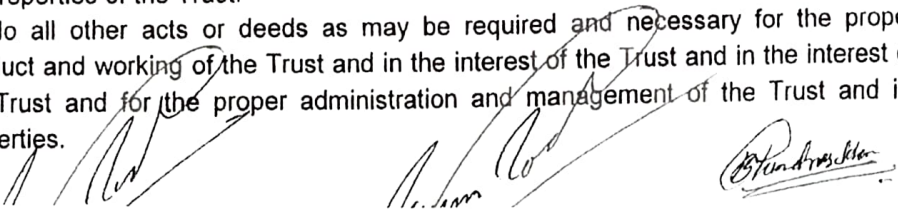
Subject to the provisions of the Bombay Public Trusts Acts, 1950, (BPT Act) and the powers and duties of, and restrictions on, Trustees contained therein, the Trustees herein shall have the following powers and duties :-

1. The Trustees shall manage the affairs of the Trust in accordance with the provision of the Trust Deed and the provision of law.
2. The Trustees shall, subject to provision of law and Trust Deed, be entitled to exercise all the powers necessary and incidental to the prudent and beneficial management of the Trust, and to do all things necessary for the due performance of the duties imposed on them.
3. Subject to the pervious sanctions of the Charity Commissioner under the BPT Act and further subject to the conditions and limitation, if any, imposed by him, the Trustees shall have powers to borrow money (by way of mortgage or otherwise) for the purpose of or on behalf of the Trust.
4. The Trustee (s) shall have no powers to borrow money for his/their own use from any property of the Trust.
5. Subject to the generality of the powers, duties and restrictions contained in sub- para 1 to 4 hereinabove, the trustees shall have the following powers :-
 - a. The trustees shall be entitled in their absolute and unfettered discretion to utilize and disburse either the net income of the Trust Estate and/or whole or part of the corpus thereof for the objects of the Trust hereinabove set out and also, as they may in their absolute discretion deem fit and proper to make contribution and/or donations to charitable institution and/or establishment having the same or similar objects hereinabove set out.
 - b. Any portion of the net trust income which may remain unspent in any year or years may be applied by the trustees for any of the purposes and objects of this trust in any succeeding year or years.
 - c. The Trustees shall be entitled from time to time to solicit, invite, obtain, receive or accept from any person or desiring to make gifts or donations upon the trust and subject to the terms, provisions, powers and conditions contained herein. The trustees shall also be entitled to accept gift or donations towards the corpus if so specifically desired by the donor.
 - d. The trustees shall have power and shall be entitled to collect, recover and received dividends, rents, and other income of the Trust Estate (herein after referred to as The Trust Income) and to pay thereout all taxes, rates, expenses and outgoings for collection in respect thereof and for the management of the Trust Estate and for administering and carrying out the Trust thereof.
 - e. It shall be lawful for the trustees at any time and from time to time to sale, assign, transfer, demises or let on lease for any period however long or otherwise, dispose of an deal with the Trust Estate including any immovable properties comprised therein or any part thereof either by public auction or by private contract on such



terms and conditions as they, the Trustees, think fair with liberty to the Trustees to rescind or vary any contract for sale, transfer, assignment, lease or other disposition as aforesaid and to recall the same or enter into a fresh contract for transfer, assignment, lease or other disposition without being answerable for any loss occasioned thereby and with power also to execute all necessary assignments, conveyance, transfers, leases, subleases, counterparts and other deed and assurances for the sake and to give receipts and discharges for the consideration monies and all other monies arising from any such sale, transfer or otherwise.

- f. The receipts of the Trustees for the purchase monies of any property hereby directed or authorized to be sold or for any other monies, stock, funds, shares, securities or investments paid, delivered or transferred to them or to him by virtue of these presents or in the execution of the trusts or power hereof shall effectually discharge the person or persons paying and such person shall not be answerable for the loss/ misappropriation thereof.
 - g. The trustees for the time being in these presents shall have full powers to compromise or compound all action, suits and other proceedings and all difference an demands and to adjust, settle and approve all accounts relating to the Trust Estate and to execute release and to do all things relating thereof without being answerable or accountable for any loss occasioned thereby.
 - h. The trustees shall not be bound in any case to act personally but shall be at full liberty to engage the service of, and pay, any clerk, lawyer, accountant, doctor, architect, agent, teaching, non-teaching and/or other staff, employees or any other person to transact all or any business of whatever nature required to be done in pursuance of the trust herein declared and contained including the day to day management and the receipt and payment of monies and shall be entitled to be allowed and paid the fees, salaries and remuneration and all charges and expenses incurred and shall not be responsible for the defaulted of any such agent or servants or any loss occasioned by such engagement.
 - i. The trustees shall be entitled to invest the Trust Estate or such other funds of the Trust not immediately required, in any schedule Bank or Banks in fixed or current accounts or in any of the investments authorized by the Bombay Public Trust Act, 1950, and the statutory amendments, modifications of re- enactments thereof for the time being in force or the Rules made thereunder and/or under the provisions of the Income-tax Act, 1961 as may be in force from time to time.
 - j. The Trustees shall also be entitled to purchase or take on lease ready building or vacant land any tenure and to construct building and other structure thereon as the Trustees may consider necessary and in the interest of the Trust, and they shall also be entitled to pull down and to rebuild any building or erection as they consider necessary and in the interest of the trust, and the Trustees shall be entitled if so required by the Donor, to keep the amount of any donation or the assets donated investment in the same form as it is at the date of donation AND THE Trustees shall have power to alter, vary or transfer the investment from time to time in such manner as the Trustees may think fit and proper and in the interest of the Trust.
 - k. To open and operate bank or banks in the name of the Trust and to borrow funds from the bank or banks on securities or otherwise.
 - l. Subject to the provision of the Bombay Public Trusts Act, 1950, the trustees shall have powers to sale, lease, exchange or gift or donate any movable or immovable properties of the Trust.
6. To do all other acts or deeds as may be required and necessary for the proper conduct and working of the Trust and in the interest of the Trust and in the interest of the Trust and for the proper administration and management of the Trust and its properties.

The bottom of the page features several handwritten signatures in black ink, which appear to be the signatures of the trustees mentioned in the text above. The signatures are written in a cursive style and are somewhat overlapping.

9. ADMINISTRATION OF THE TRUST

1. The Trustees shall have the right to mail necessary resolution by circular instead of any meetings and any such resolution as agreed to by a majority of the Trustees shall be as valid and effective as resolution of the Trustees at a meeting duly convened
2. The trustees shall determined all questions and a matter of doubt in the execution of the trusts including the meaning and construction of any of the clause and provisions herein contained and do all acts and execute all the trusts, powers and authorities appertaining these presents unanimously and in case of difference of opinion by majority each Trustee having one vote only. The Trustees shall be at liberty to make rules and bye-laws for the due administration of the Trust provided such rules and by-laws are not inconsistent with what is herein contained.
3. For the purpose mentioned above or any of them, the Trustees shall be at liberty to enter into, sign, execute and deliver all such contracts, deeds assurances and writing as they in their absolute discretion may deem necessary or expedient. The trustees shall also be entitled to incur all legitimate expenses which they consider to be beneficial to and in the interest of the Trust.
4. The Trustees shall have power to alter any of the terms of these presents for the better and more efficient administration of the objects herein prescribe but so that the name of the trust and the objects prescribed in these present shall not be capable of being altered, provided however that the object of the trust could only be changed keeping in view that the trust shall always remain a charitable trust existing solely for educational purpose and not for purposes of profit under the law of the land.

10. ACCOUNTS AND AUDIT

1. The trustees shall be responsible for complete and regular maintenance of the accounts of the Trust and for other statutory compliances. Provided, however, that the Trustees may appoint staff and other consultants and experts for the maintenance of accounts and other statutory compliances.
2. The Trustees shall have powers to pass the receipt for the funds/ income received by the Trust and authorize and pass the expenses of the Trust and also shall have powers to delegate the same to other person or persons.
3. The accounts of the Trust shall be audited by a Chartered Accountant or a firm of Chartered Accountants appointed by the Trustees and shall prepare the audited Balance Sheet every year. The accounting year of the Trust shall end on 31st March every year. The first accounting year will end from the date of formation of the Trust to 31st March, 2017. The audited balance sheet and accounts will be approved by the trustees in their meeting every year.

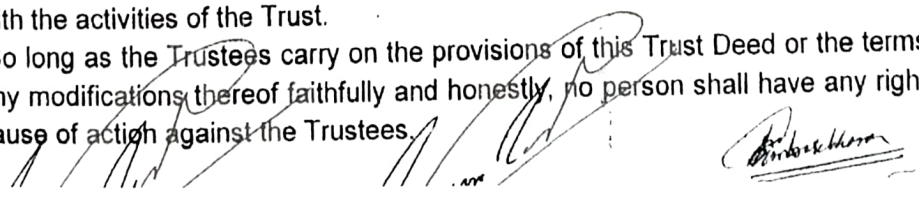
4. Custody of books and records

All the books of accounts, records, papers and documents shall be kept at the office of the Trust or at such place or places as the Trustees may determine in this behalf.

11. MISCELLANEOUS PROVISIONS

1. Indemnity

- (a) All the Trustees for the being of the Trust shall be indemnified by the Trust in respect of expenses or liability incurred by them in due discharge of their duties as Trustees and for defending any proceedings, whether civil or criminal, connected with the activities of the Trust.
- (b) So long as the Trustees carry on the provisions of this Trust Deed or the terms of any modifications thereof faithfully and honestly, no person shall have any right or cause of action against the Trustees.

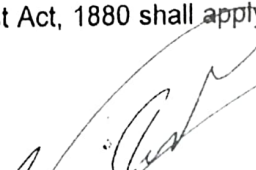
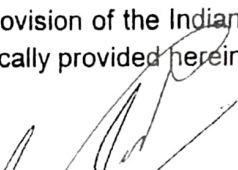


10. The Trustees for the time being of these presents shall be respectively chargeable only for such monies and securities as they shall respectively receive notwithstanding their respectively signing receipt for the sake of conformity and shall respectively be answerable and responsible only for their own respective acts, receipts, omission, neglects and defaults and not for those of each other, not for that of any bankers, broker, auctioneer or other person with whom or into whose hands any trust monies or securities shall be deposited or come, nor for the insufficiency in title or deficiency in value or any nay investments or for any other loss unless the same shall happen through their own willful neglect and default respectively AND ALSO THAT THE Trustees or Trustee for the time being may reimburse themselves or himself or pay out of the trust funds all expenses incurred in or about the execution of the trusts or power of these presents.

2. Amalgamation

This Trust can amalgamate with other Trust or Trusts having same or similar objects, or it can amalgamate such Trusts with itself by a resolution of 3/4th majority of the Trustees, subjects to the provisions of the Bombay Public Trusts Act, 1950 or approval/ consents applicable under any other law or laws and further subjects to the approval of competent courts, if so required.

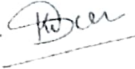
3. The Trustees shall not incur any expenses or apply any income of the Trust for their personal benefit or for the benefits of settlor or for the benefit of any of their family members nor any of them shall be entitled to the benefits of the Trust.
4. In case of failure of the Trust for want of its objects or Trust having become impossible of performance, the Trustees shall apply the remaining funds of the Trust for similar objects in accordance with the direction and approval of the competent court.
5. The Trust shall be irrevocable.
6. At the expiry of the first 5 years from the date hereof and at the end of every calendar year thereafter, the Trustees shall pay off all the liabilities and discharge all the commitments of the Trust up to the date from the which it is decided to discontinue the Trust and thereafter donate the entire balance so remaining with the Trust that may comprise the corpus or part thereof and/or the income of such trust to any Trust having same or similar objects subjects to the provisions of the Bombay Public Trusts Acts, 1950 or approvals/consents applicable under any other law or laws and further subjects to the approval of competent courts, if so required. After the donation / disposal of the entire Trust estate/ Trust Fund as aforesaid the Trust shall stand extinguished on and from the said date and the Trustees shall be discharged and shall stand discharged off all their liabilities and obligation herein.
7. It is expressly declared that no part of the Trust property or its income shall be applied for any purpose which is not a public charitable purpose as defined in Section 80G of the Income Tax Act, 1961 (43 of 1961) or any modification or substitution thereof for the time being in force, and if any provision herein has a meaning or can be construed to authorize Board of Trustees to utilize the Trust property or the income thereof for any non- charitable or private purpose, such power and provisions herein contained shall be treated as omitted, repealed and cancelled by this clause. The Boards of Trustees for the time being shall have powers to amend, alter or repeal such of the clause or clauses, so as to clearly manifest the intension expressly declared hereinabove
8. The said trust, if dissolved in any circumstances, trust properties shall be donated to another trust with the same object.
9. The provision of the Indian Trust Act, 1880 shall apply in respect of all the matters not specifically provided herein.

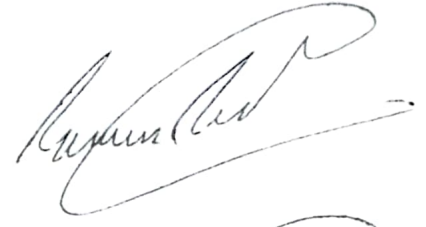


IN WITNESS WHEREOF the settlors and Trustees hereto set and subscribed their respective hands and seals the day and year first hereinabove written.

SIGNED AND DELIVERED)

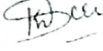
By the within named PAVANKUMAR GANESHNARAYAN)
PODAR in his capacity as the settlor in the)

Presence of C. A. K. Suba )



SIGNED AND DELIVERED)

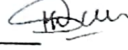
By the within named PAVANKUMAR GANESHNARAYAN)
PODAR in his capacity as the trustee in the)

Presence of C. A. K. Suba )



SIGNED AND DELIVERED)

By the within named CHANDRASEKHARAN VELAYUDHAN)
in his capacity as the trustee in the)

Presence of C. A. K. Suba )

