

Exh-3



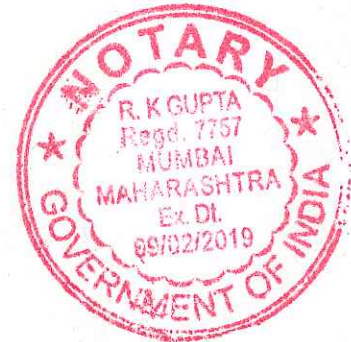
महाराष्ट्र MAHARASHTRA

2015

V 584249



3856/2015



HRL B. S. MAYEKAR

TRUST DEED

This Deed of Public Charitable Trust executed on this 26th day of October, 2015 by SRI. SHUBHANKAR GAUTAM DONGRE S/o GAUTAM SHRIPAD DONGRE Aged about 33 years, Occupation CONSULTANT, Resident of 6, DNYANDEVI, SAHITYA SAHAWAS, M. K. MARG, BANDRA EAST, MUMBAI - 400 051 Maharashtra, hereinafter called "Author of the Trust", (which expression shall, unless excluded by repugnant to the context, be deemed to include his executors, administrators and representatives) of one part and

SRI. SHUBHANKAR GAUTAM DONGRE S/o GAUTAM SHRIPAD DONGRE Aged about 33 years, Occupation CONSULTANT, Resident of 6, DNYANDEVI, SAHITYA SAHAWAS, M. K. MARG, BANDRA EAST, MUMBAI - 400 051 Maharashtra, hereinafter referred to as "TRUSTEE"- (which expression shall, unless excluded by or repugnant to the context, be deemed to include the trustee or trustees duly appointed for the time being of these presents and their successors in office of the other part.

WHEREAS

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Supplement to Report
Bureau

23 OCT 2015
23 OCT 2015

CC021189

Inquiry No. Acc/3856/2015 of U/S 19
Original documents seen and returned
Ex. No. 03
copy at Ex. No. 03 retained

28/11/16
Assistant Charity Commissioner
Greater Mumbai Region, Mumbai



- A. The Settlor is desirous of establishing a Trust for public charitable purpose and being possessed of a sum of Rs. 10,000/- '(Rupees Ten Thousand Only)' hereby settles the said amount on Trust hereinafter appearing;
- B. The Trustees have at the request of the Settlor agreed to act as the First Trustees of the said Trust and these Presents;
- C. The Settlor desires to transfer the said amount to the Trustees on the execution of these presents to be held by the Trustees on trust and subject to the powers and provisions hereinafter contained.

NOW THIS DEED WITNESSETH AND IT IS HEREBY DECLARED AS FOLLOWS:

1. In consideration of these premises and in order to effectuate the desire of the Settlor, the Settlor doth hereby transfer onto the Trustees the said sum of Rs. 10,000/- (Rupees Ten Thousand Only) to have and to hold the same hereinafter referred as the "Trust Fund" unto the Trustees to use upon the Trust, with and subject to the powers, provisions, agreements and declarations hereinafter declared and expressed concerning the same. The expression Trust Fund shall mean and include the said amount of Rs. 10,000/- (Rupees Ten Thousand Only) as well as all other sums, and any property, movables and immovable including lands that the Trust may receive from any person, organization, or other bodies or hold by way of purchase or by any other mode of transfer, grant or acquisition or by way of interest accrued on the Trust Fund and dividends, rents, or other income or accumulation howsoever received for the time being and from time- to-time hereafter.
2. The Trust hereby declared shall be known as "SREE SARASWATHI EDUCATIONAL TRUST" (hereinafter also referred to as the said 'Trust') and the trust is established for the benefit of citizens of India without discrimination of any particular religion, sex, community or caste. The office of the Trust shall be of 6, DNYANDEVI, SAHITYA SAHAWAS, M. K. MARG, BANDRA EAST, MUMBAI - 400 051 Maharashtra, or at such other place as the Trustees may decide from time to time.
3. The Trust and the Trust Fund shall be irrevocable for all times.
4. The objects of the Trust are enhancement of education and imparting knowledge to students of all age groups and shall include the following:
 - i. to setup, establish in India, institutions for imparting education to primary, secondary, primary & secondary education, degree, professional and technical courses, distance education and adult education of the highest standards;
 - ii. to establish student friendly environments in the educational institutions of the Trust on the models of course ware/content of contemporary teaching institutions with supporting entities providing research/development and implementation of new improved teaching techniques so as to prove that in-depth learning means studying thoroughly and not rigorously;

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- iii. To impart such education to children/students inconformity with the norms and standards of the Board of Secondary Education, Indian Council of Secondary Education, Central Board of Secondary Education, Board of Higher Secondary Education, and any other Competent Authority which is deemed fit for offering such course, by the educational institution;
- iv. To develop and prepare students by providing effective teaching and learning skills so as to empower leadership qualities and inculcate life skill values in students including self discipline, hard work, honesty, integrity, truthfulness, efficient work culture, sportsmanship, courtesy, respect to elders and such other social and moral values;
- v. To equip students with a thorough understanding of the subject and the skills required to compete in life and improve efficiency to their highest personal ability;
- vi. To provide skills to manage in a competitive environment and a rapidly changing standards of competitive skills and provide the best of facilities to the student to develop such skill to sustain in the competitive environment;
- vii. To teach, impart and inculcate, develop and enhance skills in computers, science, languages, mathematics, engineering, medical, sports, arts, social work and all other subjects of learning and imparting knowledge to students of all age groups;
- viii. To conduct diverse educational programs with the purpose of expanding the horizons, life choices and livelihood opportunities to all students including physically and mentally challenged students as also those from the deprived sections of society and rural communities;
- ix. To conduct studies, seminars, workshops and study circles and to print, produce, publish, exhibit and distribute films, journals and periodicals. books, lectures and other reading and pictorial materials for the diffusion of useful knowledge in keeping with the aforesaid objects including but not limited to providing scholarship, loans, grants and fellowships and further provide training or study opportunities for people in the field of development and ecological work;
- x. To promote cultural activities and social work that will serve to enrich the lives of students and children and encourage national integration;
- xi. To provide a space where persons who share the vision of the Trust can interact with each other and in the process help promote the aforesaid objectives;
- xii. To utilize the Trust Fund for the benefit of the Trusts primary objectives and at no time and under no circumstances shall the Trust Fund be alienated;

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- xiii. To appoint, remove, change, alter, delegate or outsource necessary support services or facilities as may be required from time to time for educational institutions of the Trust:
 - xiv. To appoint advisors, professionals, eminent persons, educationalists and to form committees of the above for assisting the Trust in fulfilling its objects;
 - xv. To enter into alliance with cooperate or affiliate with such bodies, organizations that have similar objectives or those that help in the advancement of objects of the Trust:
 - xvi. To do ALL other acts and things as are conducive or helpful to the advancement and fulfillment of the principal objects above mentioned.
5. The Trustees shall manage the Trust Fund and any additional monies, donations, properties given by the Settlor or any other parties, as per the rules hereof and may pay, expend or utilize the Trust Fund and other amounts of the Trust towards the creation of assets and infrastructure for furthering the objects of the Trust as also towards preliminary expenditure, as the Trustees shall in their discretion decide, but subject always to the other provisions hereof. It is expressly declared that no part of the income or corpus of the Trust Fund shall be employed for any object or purpose other than those of the Trust set out aforesaid. It is also expressly declared that the Trust Fund hereby created is not for the purpose of discharging any obligations of the Settlor, Trustees or any other person, nor for the purpose of any benefit to the Settlor, Trustees or any other person, save and except upon Trust as hereby declared.
6. It shall be lawful for the Trustees subject to the provisions hereof, to frame rules and regulations for administration of this Trust and for regulation and conduct of meetings of the Trustees. The Trustees from time to time alter, vary, modify such rules and regulations and substitute other rules and regulations in lieu thereof.
7. The Trustees shall be at liberty to retain the Trust Fund in the state of investment in which they receive it or invest the same or any part thereof in or upon any investment for the time being authorized by law for investment of trusts and with further powers to invest the same subject to any enactment regulating investment of such funds in anyone or more of the following investments in or upon:
- i. fixed deposits with any of the Scheduled Bank or Banks;
 - ii. Any security as specified in section 11(5) of the Income-Tax Act, 1961 or any statutory modification thereof; and / or to invest the trust funds in the manner not prohibited by any provisions of the Income Tax Act 1961.
 - iii. The purchase of lands or immovable properties in India;
 - iv. Construction or purchase, leasing, renting of buildings, tenements, properties, as may be required for the fulfillment of the objects of the Trust; And the Trustees shall be at liberty to vary and transpose the same into investments of the same or alike nature from time to time as and when they shall in their

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absolute discretion think fit and as may be permitted by the laws in force for the time being.

8. The Settlor of the Trust shall have final authority to alter, amend or modify the objects clause for the benefit of the Trust and the decision of the Settlor on such matters shall be final. *As per the Provisions of the Bombay Public Trust Act, 1950*
9. The accounts of the Trust shall be opened and maintained in the name of the Trust in a Nationalized Bank/Scheduled Bank as the Trustees shall decide from time to time. The Bank accounts shall be operated by the persons as designated by the Trustees from time to time.
- The Trustees shall examine the said accounts as and when required. All cheques and orders for the payment of money shall be jointly signed by Trustees or by such persons as aforesaid as are empowered to operate the accounts. Every sum of money received on account of the Trust shall be forthwith deposited and credited to the Trust account or accounts.
- 10 (i) The Trustees shall maintain true and accurate accounts of all money received and expended for the Trust and of the matters in respect of such receipts and expenditure took place. The account books shall be maintained on regular basis and completed at the end of each Financial Year, i.e. 31st March of each year, when consolidated statement of income and expenditure account and Balance Sheet for the year shall be prepared and thereafter be placed before the Trustees at a meeting for approval.
- (ii) The accounts and consolidated statements shall be examined and passed by the Trustees at their first meetings of the following year or at such other meetings as may be called for the purpose. The accounts shall be duly audited (with all the necessary vouchers / supporting papers) at least once a year by a Chartered Accountant appointed for the Trust.
- (iii) The Trustees shall maintain a Register of the Trust Fund and its investment and the Trustees shall ensure that the Register is duly maintained and kept up-to-date. All books and records, title deeds and other documents of properties of the Trust shall remain in the custody of the Trustees at the office of the Trust and under the direct control of the Trustee.
- (iv) The majority of Trustees shall have a final decision in matters relating to the Trust including utilization of properties of Trust and appointment, retirement or replacement of existing Trustees as deemed necessary. *The majority will be 51% of total Trustees*
11. The Trustees shall have the right to enter into contracts for carrying on the day to day workings of the Trust through a Trustee/Trustees, to be appointed at the first Meeting of the Trustees, who shall act for and on behalf of the Trustees in all matters as designated including in regard to employment of personnel as necessary appointment of agents, professionals at such salary/remuneration as the Trustees may think proper; and the Trustees may at any time suspend or dismiss such persons and to do all other things and acts incidental to or connected with the furtherance of the objects of the trust, as also delegate authority for the day-to-day administration of affairs of the Trust as required from time to time.

12. The Trustees shall be responsible for the following:

- i. to implement the objects and rules of the Trust and implement its projects and the decisions of the Trustees in all matters;
- ii. to prepare & maintain of Minutes and proceedings of all Trustee meetings;
- iii. to maintain accounts of the Trust Fund and ensure proper utilization & investment thereof as per this Deed and present the same at all Trustee meetings;
- iv. to maintain the bank accounts and monies of the Trust as per the terms and conditions set out herein;
- v. to ensure compliance of all legal & statutory requirements, including audit of the Trust from time-to-time;
- vi. to call for meetings of the Trustees from time-to-time;
- vii. to delegate all such matters including day to day actions required to be taken /done including correspondence, maintenance of documents and general Secretarial work of the Trust including execution of agreements, arrangements and contracts approved by the Trustees.

13. All charges and expenses of or incidental to the administration of the Trust shall be first defrayed by the Trustees out of the Trust Fund subject to the payment aforesaid all the yearly income of the Trust shall be paid expended or utilized for fulfilling the objects of the Trust and running the educational establishments of the Trust.

14. For achieving the objects of the Trust, the Trustees shall act as per law established and have following powers and authorities to.-

- i. make, alter and amend rules for the administration of the Trust and for carrying out day to day requirements of the Trust;
- ii. purchase, mortgage, acquire in exchange or dispose of any property, moveable and immovable for the benefit of the Trust; *As permitted under the BPT Act, 1950.*
- iii. hire or take on lease, let or license any immovable or moveable property for the purposes of the Trust at such price or upon such rents and on such terms and conditions and for such period and with and without option for renewal as the Trustees may think fit; *As permitted under the Bombay Public Trust Act, 1950.*
- iv. Appoint and dismiss and reappoint teachers, professionals, managers, staff, employees, servants, clerks, caretakers and others on such salary and on such terms as they think fit as required for educational institutions; *As permitted under Bombay Public Trust Act, 1950.*
- v. appoint and remove managers for assisting in day to day administrative affairs of the Trust, as also delegate or assign any other activities as required from time to time;
- vi. delegate by Power of Attorney or otherwise to any Trustees or other persons, any powers as may be required to be vested by the Trustees but the Trustees shall be held liable or responsible for the acts or defaults of any such persons/person but only for their own respective acts and defaults;
- vii. Accept donations of money and / or any property moveable or immovable on such terms and conditions as the Trustees may think fit not being inconsistent with the objects of the Trust and the Trustees may accept on condition that such donation or any Part thereof maybe expended and applied in the name of the donor or any other name which the donor may indicate;

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- viii. Appoint any person or persons to fill any vacancy or vacancies of the office of Trustee or Trustees, Provided always that the number of Trustees shall not be more than 11 (eleven) and not be less than 2(two); The managing Trustee for the time being will be at liberty to appoint additional trustee or trustees within the number mentioned above for such period or on such terms as to retirement and re-appointment as the trustees for the time being consider proper and appointment of trustee or trustees later shall be made by the consent of all the trustees and the Managing trustee for the administration of the Trust now appoints the following persons as the executive trustees of the Trust from this date onwards.
- a) **Mr Vaibhav Brahmaddutta Roongta** S/o Brahmaddutta Roongta, Aged about 35 years, Occupation- Profession , Resident of 204, kaatyani enclave, Dattamandir Road, behind Patuck technical, Santacruz (E), Mumbai - 400 055
- ix. Decide all matters relating to the administration of Trust and Trust-Fund and the decision of the Trustees on all such matters shall be final :
- x. make payments for the purposes of expenditure for the Trust, subject to the same being duly accounted for and audited;
- xi. grant lease in future any property of the Trust for such period and on such rental terms and conditions for the benefit of the Trust and income received there from shall be treated as income of the Trust; *AS Permitted under Bombay Public Trust Act, 1950.*
- xii. reimburse themselves or pay and discharge out of the Trust Fund or its income all expenditure that may be incurred for fulfillment of the objects of the Trust including holding of meetings, travel and other activities, ~~the reimbursement shall not be operative in case of a Trustee held liable for a loss caused to the Trust by any act or in action;~~
- xiii. file and defend any legal proceedings taken in respect of Trust and its activities and establishments to take all legal actions to protect the Trust and Trust Fund, enforce right and title over the Trust through the Trustees and for the same to sign, declare and file proceedings, pleadings, affidavits and other documents, appoint, dismiss and reappoint advocate/counsel, to pay fees and incur expenses for any proceedings, acts and things as may be necessary-for the Trust,
- xiv. Takeover, acquire, manage, control or aid any existing trust whose objects are either wholly or in part similar to the objects of the Trust, on such term and conditions as maybe thought expedient.
- xv. To establish, operate, maintain and from time to time alter, expand or reduce, takeover, acquire, control, merge, combine, control, or close educational institutions as also facilities of such educational institutions and other centers for education; *AS Per Bombay Public Trust Act, 1950.*
- xvi. borrow money, raise loan from persons, financial institutions, banks other authorized lending organizations for the attainment of objects of the Trust and for borrowing and raising loans, pledge or hypothecate the property of the Trust. *AS Per Bombay Public Trust Act, 1950.*
- xvii. Enter into or undertake such transactions, contracts or other activities as are conducive for attainment of the objectives of the Trust.
- xviii. Apply the whole or any part of the income of the Trust, or the Trust Fund or accumulations thereto, to anyone or more of the objects of the Trust as the Trustees may in their discretion, deem fit from time to time.

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- xix. Appoint attorneys or agents for the Trust and to delegate limited power to such attorney as maybe required from time to time and to remove such attorneys or agents and to appoint other or others in their place.
- xx. Give aid by way of donations, out of the income or the corpus of the Trust Fund or otherwise, to different educational institutions, societies, organizations or trusts in India, which may have been established or which may hereafter be established for like educational purposes.
- xxi. Settle accounts, file petitions, applications legal proceedings for and in the name of the Trust, to compromise, compound, settle or refer to arbitration any such proceeding or disputes in respect of claims, demand or things, as deemed expedient for the Trust and management of its properties as also to safeguard against any loss occasioned to the Trust.
- xxii. Enter into all types of agreements/contracts with individual, trust, association of persons, bodies corporate, firms and others for the management of the Trust and for the attainment of the object of the Trust.
- xxiii. Adjust, settle, compromise, compound and refer to arbitration all actions, suits, claims and demands and proceedings regarding the Trust Fund without being responsible for any loss occasioned thereby.
- xxiv. Appoint or make provisions the appointment of any persons (all or any other trustees and committees or administrators or otherwise) for the purpose of the administration of the Trust in such a manner and subject to such rules and regulations as the Trustees may prescribe and also to appoint or provide for the appointment separate Trustees to hold any fund, or investment subject to the provisions of this deed in such a manner and subject to such rules and regulations as the Trustees may deem fit and proper from time to time.
- xxv. make, vary, alter or modify schemes, rules and regulations for carrying out the objects of the Trust and for management of affairs thereof and / or running any educational institutions in furtherance of the objects of the Trust. *As Per Bombay Public Trust Act, 1950*
- xxvi. Set apart and/or allocate the whole or part of income or the corpus Trust Fund or part thereof or any of the objects of the Trust
- xxvii. Apply to Government public bodies, urban, local, municipal, district and other bodies, corporations, companies or persons for and to accept grant of money, aid, donations, gifts, subscriptions and other assistance with a view to promote the objects of Trust and to discuss and negotiate with Government Departments, public and other bodies corporations, companies or person, schemes and other works and matters within objects of Trust and to conform to any conditions upon which such grants and other payments maybe made.
- xxviii. Purchase or otherwise acquire and undertake all or any part of the property assets, liabilities and engage anyone or more of the trusts, societies, institutions or associations those which are taken over by this Trust.
- xxix. Purchase or otherwise acquire and undertake property, assets, liabilities and other moveable or immovable properties in the name of Trust as decided by the Trustees as per their discretion :
- xxx. To establish, operate, maintain and from time to time alter, expand or reduce, takeover, acquire, control, merge, combine, control, or close educational institutions as also facilities of such educational institutions and other centers for education.
15. The Trust may form committees comprising of experts, professionals, eminent persons to assist the Trustees in fulfilling the objects of the Trust. Such committees shall evaluate, estimate, and recommend to the Trust for fulfilling the objects of the Trust.
- Shree*
- K. B.*

16. The Trust shall give receipt through the Trustees for any money, security or property transferred to the Trust which shall effectually discharge the person or persons so paying transferring the same
17. If the Trustees hereby constituted or any of them or the Trustee, or Trustees appointed hereinafter provided shall die or desire to be discharged or refuse or, become incapable to act or is adjudicated insolvent or convicted of a criminal offence involving moral turpitude and punished with imprisonment exceeding six months or be absent from India for a period of 12 months or more without obtaining the leave of the other Trustees in writing or absconding for a period of six months, then the surviving or the continuing Trustees for the time being may, subject to the other provisions hereof, appoint another person or persons as Trustee in the place of the Trustee. ~~Such appointment of new trustee shall be made by consensus of majority of Trustees.~~ *seal*
- In the event of Trustee or Trustees acting contrary to the presents of the Trust, the remaining Trustees shall have the right to remove such Trustee or Trustees after due consideration and consensus
18. All Trustees appointed are on the express condition that he/she shall not charge any fee or remuneration for any work to be done by him/her in connection with the Trust. A Trustee shall be entitled to claim expenses of travel and other out-of pocket expenses incurred by him/her for attending meeting of the Trustees or any sub-committee thereof. *seal*
19. ~~Any Trustees being an advocate, architect, accountant or other professional person shall be entitled to be paid usual professional charges for professional services rendered to the Trust.~~
20. The Trustees shall be respectively liable for their actions inconformity and shall be answerable and accountable only for their own acts, neglects and willful defaults and not for those of each other nor for those of any bankers, brokers or other person in whose hands any trust moneys or securities may be placed nor for deficiency of funds or security nor otherwise for any voluntary losses unless the same shall happen due to or through their or his own willful defaults. ~~Such appointment will not leave the trustees from their individual liability.~~ *seal*
21. (i) Notice along with agenda for a Trustees Meetings shall be sent to all Trustees at their respective address by the Trustees, at least 7 days prior to a meeting. *Notice can be sent by Post & email.*
(ii) Meeting of the Trustees shall be held as and when required at such place as maybe decided by the Trustees. *seal*
22. Any agreement or instrument may be signed, executed and registered by any Trustee duly authorized by any resolution passed by the Trustees in regard thereto and such agreement or instrument so executed by a Trustee shall be deemed to be signed, executed and registered by or on behalf of all Trustees for the time being.
23. The operation of the Trust shall be in the whole of India.
- seal*
- K.A.*

24. The Trustees may merge the Trust into a Society, section 25 company, firm and /or other educational trust which has similar objects as this Trust. Upon the happening of any of the events contemplated in clause 3 herein above, the Trustees shall be empowered to windup, revoke or close the Trust and transfer the Trust Fund, properties of the Trust as also any educational institutions established and maintained under the Trust to a Society, Section 25 company firm and / or other educational trust which has similar objects as this Trust or as deemed fit and proper by the Trustees.
25. The Trustees have the power to determine in case of doubt whether any Money or property shall for the purpose of the charity be considered as capital or income and whether out of income or capital any expenses or outgoings ought to be paid or borne and every such determination shall be binding and conclusive provided that nothing contained shall be deemed to authorize the trustees to spend the income or corpus of the Trust for any purpose not authorized by these presents.
26. If the Trustees are desirous of altering, changing, modifying, deleting or adding any clause or clauses of their Trust deed they shall do so as per the provisions of the Indian Trust Act with the prior approval of the commissioner of Income-Tax having jurisdiction over the Trust and by following necessary procedures and prescribed by the Indian Trust Act.
27. To transfer or hand over the Trust to any other Trust, society, institution or organization in case of winding up of this Trust the Trustee shall transfer all the assets of the Trust remaining after clearing off all its debts. The trustee shall do so with the prior approval of the commissioner of Income-Tax having jurisdiction over the Trust and on such Trust and on such terms and conditions the commissioner of Income Tax shall impose and the transfer of the assets shall be done as mentioned above, only to the trusts, societies, institutions or organizations handed over as stated above to other trusts, societies, institutions or organizations shall bear the name of this Trust and shall be maintained as a separate entity by the absorbing Trust.
28. It is expressly declared that no part of the Trust property or its income or accretion there to shall be distributed among the members of the Trust either directly or indirectly by way of profit or dividend or otherwise and further the benefits of the Trust are open to all irrespective of caste, creed, community, sex, religion etc.,

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands the 26th day October and 2015 year hereinabove written.

SIGNED, SEALED AND DELIVERED by the)

Within named settlor Sri. Shubhankar Gautam Dongre)

In the presence of :-

- (1) UTTAM P. JOSHI
104, Sindhu Vasant Hsg. complex, Neel
Maharaj Nagar, Kandivali (W), Mumbai-67
- (2) FAZAL E. YOHRA
A 202, GULRAIZ APT,
MULLA A. HAMID ROAD, BANYEL 4206

Uttam P. Joshi

Fazal E. Yohra

SIGNED, SEALED AND DELIVERED by the)

Within named)

(1) Sri. Shubhankar Gautam Dongre

(2) Mr. Vaibhav Brahmadutta Roongta

Shubhankar
Mr. Vaibhav

The First (1st) Trustees hereof in the presence of)

- (1) *UTTAM P. JOSHI*
104, Sindhu Vasant Hsg. Complex,
Maharaja Nagar, Kandivali (W) M-67
- (2)

Uttam P. Joshi

FAZAL E. YOHRA

A-302, GULRAIZ APT.

MULLA A HAMID ROAD

PANVEL 40206

Fazal E. Yohra