

TRUST DEED

OF

"SHRADDHA REHABILITATION FOUNDATION"



Inquiry No. Acct II/4705 of 91 of U/S. 19
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July
बन्धुवार
विशेष
B.N. Goradia - C.A.

18 JAN 1991

Deputy/Asstt. Charity Commissioner
Greater Bombay Region, Bombay

THIS TRUST DEED made at Bombay this 29th day of November, 1991 (One Thousand Nine Hundred and Ninety One) BETWEEN DR. BHARAT MANIRAM VATWANI, an Indian Inhabitant, residing at Bombay, hereinafter called "the SETTLOR" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, executors and administrators) of the ONE PART; AND

- (1) DR. BHARAT MANIRAM VATWANI,
- (2) DR. SMITHA BHARAT VATWANI, and
- (3) DR. GHANSHYAM VITHALDAS BHIMANI,

• TEN RUPEES •

10 JAN 1991

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 Deputy Post Office Commissioner
 Greater Bombay Regional Bombay

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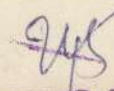

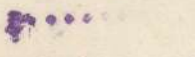
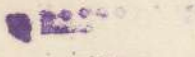

THIS TRUST DEED made at Bombay this 29th day of
 all Indian Inhabitants, hereinafter called "the
 November, 1991 (One Thousand Nine Hundred and Ninety
 TRUSTEES" (which expression shall unless it be
 (One) BETWEEN DR. BHARAT MANIRAM VATWANI, an Indian
 repugnant to the context or meaning thereof be deemed
 Inhabitant, residing at Bombay, hereinafter called
 to include them, the Trustee or Trustee for the time
 "the SETTLOR" (which expression shall unless repug-
 being of these presents, the survivor or survivors of
 nant to the context or meaning thereof be deemed to
 them and the heirs, executors and administrators of
 include his heirs, executors and administrators) of
 the last surviving Trustee and their/his or her

the ONE PART; AND

assigns of the OTHER PART :

(1) DR. BHARAT MANIRAM VATWANI,
 WHEREAS the Settlor is absolutely seized and possessed
 (2) DR. SMITHA BHARAT VATWANI, and
 of or otherwise well and sufficiently entitled in his
 (3) DR. GHANSHYAM VITHALDAS BHIMANI,
 own right and as himself acquired the property a sum




 B.N. Gordia - C.A.





18 JAN 1991

: 3 :

of Rs.1,000/- (Rupees One Thousand only) AND WHEREAS
 the Settlor is desirous of setting the said sum of
 Rs.1,000/- (Rupees One Thousand only) UPON A TRUST for
 public charitable objects subject to the powers, prov-
 isions declarations and agreement hereinafter contained
 of and concerning the same AND WHEREAS at the request
 of the Settlor the Trustees have consented and agreed
 to become and act as the Trustees of these presents
 and to hold the said sum of Rs.1,000/- (Rupees One
 Thousand only) as also any donations properties effects
 or contributions, received by the Trustees and all



18 JAN 1941

Handwritten notes and stamps, including a circular stamp and illegible text.

: 4 :

of Rs. 1,000/- (Rupees One Thousand only) AND WHEREAS
 accretions, additions, income, dividends and property
 the Settlor is desirous of setting the said sum of
 investments or investments and investment and to other
 Rs. 1,000/- (Rupees One Thousand only) UPON A TRUST for
 and other property or properties and
 public charitable objects subject to the powers, prov-
 securities from time to time representing the same
 provisions declarations and agreement hereinafter contained
 upon Trusts hereinafter mentioned and declared as
 of and concerning the same AND WHEREAS at the request
 its testified and evidenced by their joining and
 of the Settlor the Trustees have consented and agreed
 executing these presents NOW THIS INDENTURE WITNESSETH
 to become and act as the Trustees of these presents
 as follows :

and to hold the said sum of Rs. 1,000/- (Rupees One

TRANSFER OF PROPERTY

Thousand only) as also any donations properties effects

1. The Settlor in pursuance of and for the public
 or contributions, received by the Trustees and all
 charitable purposes hereinafter mentioned and for

diverse other good cause and consideration doth hereby declare that he has on or before the execution of these presents paid and delivered unto the Trustees, the said sum of Rs.1,000/- (Rupees One Thousand only) (The receipt and payment thereof the Trustees do and each of them doth hereby admit and acknowledge the Settlor doth hereby assign and transfer unto the Trustees the said sum of Rs.1,000/- (Rupees One Thousand only) and the estate, right, title and interest, benefits, claim and demand whatsoever both at law and at equity of the Settlor and the income, interest, dividend and profit thereof unto and to the use of the Trustees forever UPON TRUST and for uses, purposes, benefits and subject to the powers, provisions and directions of the concerning the same.

2. The Settlor doth hereby direct and the Trustees do and each of them doth hereby declare that they the Trustees shall hold and stand possessed of the said sum of Rs.1,000/- (Rupees One Thousand only) herein-after referred to as "the Trust Fund" and shall be entitled to hold and stand possessed of any other amounts received by way of donations, property, effect or contribution or otherwise and the accretions, interest, dividends and profits thereto or

including immovable properties, securities for the time being representing the same and shall also include such interests as may be acquired by the Trustees or come to their hands by virtue of these presents or by operation of law or otherwise howsoever in relation to these presents UPON TRUST and for the ends, intents and purposes hereinafter declared and contained and with and subject to the powers, provisions, agreements and declarations hereinafter declared and contained and concerning the same.

NAME AND OFFICE

3. The Trust created by these presents shall be known as "SHRADDHA REHABILITATION FOUNDATION" (hereinafter called and referred to as the "the said Trust") and the same shall never be changed. The registered office of the said Trust shall be at Bombay and/or at such other place and/or places in India as the Trustees may from time to time decide.

4. The Trustees shall hold and stand possessed of the Trust Fund upon the following Trusts subject to the powers, declarations, conditions and provisions hereinafter expressed and contained of and concerning the same.

a) To manage Trust Funds and collect, receive and recover the interests, rents, dividends, incomes, profits, gains and any other receipts of whatsoever nature thereof from time to time as and when the same become due and payable and in the first place to reimburse themselves or pay and discharge all costs, charges and expenses incurred in or about or incidental to the administration, execution and management of the Trusts or powers of these presents and to pay all outgoings, taxes, assessments, dues, duties, levies, imports and other taxes and insurance premiums payable in respect thereof and the costs of meeting ordinary repairs to any property forming part of the Trust Fund and all expenses together with past losses and deficits, if any.

b) To apply pay or utilise the balance of surplus of such interest, dividends, incomes profits and gains of the Trust Fund (hereinafter called "the Net Income") and accumulation thereof and in the discretion of the Trustees may at any time and from time to time apply

all or any one or more public charitable objects and purposes such as rehabilitation of mentally afflicted destitutes and their betterment, in general and for the objects more specifically mentioned hereinafter, irrespective of any caste, creed, colour, community or religion in such proportion and manner in all respects as the Trustees may from time to time in their absolute discretion think fit and proper.

OBJECTS

The aims and objectives of the Association are as follows :

- a) To provide a central organisation to assist in the rehabilitation of mentally afflicted destitutes (in particular suffering from schizophrenia) and also those destitutes wandering on the streets of Bombay or anywhere on the streets of India.
- b) To pick up these mentally afflicted wandering destitutes from the streets and get them admitted in our own institution or to other appropriate institutions for favour of appropriate psychiatric treatment.

- c) To provide food, clothing and shelter to the mentally afflicted wandering destitutes, during hospitalisation.
- d) To relocate the families of these destitutes after appropriate psychiatric treatment and help reunite them with their respective families.
- e) To educate the medical profession and the general public that "Schizophrenics and mentally afflicted destitutes" can resume normal living and to help to remove misconceptions about the well being of the "mentally-afflicted destitutes" and to impress particularly about their employability and social acceptance.
- f) To publish and disseminate helpful information for the better rehabilitation of mentally-ill destitute patients.
- g) To work and co-operate with those National and International Bodies whose purposes are to combat mental illness in all its forms.
- h) To encourage formation of local clubs of rehabilitated destitutes and mentally ill patients.

i) Subscription, contribution and/or donation to any public charitable Trusts or Funds or Institutions for promotion of any of the aforesaid objects.

j) To organise, sponsor and hold lectures, seminars, exhibitions, shibirs, camps, gatherings etc. and to publish and distribute magazines, booklets, leaflets, digests, papers etc. to educate and promote the knowledge of the public about various psychiatric disorders that afflict the wandering destitutes.

k) To do all such other matters and things and to take all such other actions, as may appear to the Trustees to be in the best interest and to the best advantage of the public, but only consistently with and in furtherance of the objects set out herein and in accordance with the provisions of these presents, PROVIDED ALWAYS also without prejudice to the generality of the foregoing objects that the help to be given under any of the foregoing heads wherever the case admits may be given

either in the way of pecuniary payments
or goods or things or the supply or
distribution of goods, foods, clothes
or medicines, either directly or through
any agents or in any manner which the
Trustees may consider desirable.

PROVIDED HOWEVER that the income as well as the

Corpus or any part thereof shall not be transferred,
applied, utilised paid or spent for any private pur-
poses which does not ensure for the benefits of the
public and the whole or any part of the income or
corpus or assets of the Trust and its fund shall not
be transferred or applied for any such private
purposes.

SURPLUS AND ACCUMULATIONS

5. Subject to the provisions of the Income-tax Act,
1961 and the Bombay Public Trusts Act, 1950 and any
statutory modification or re-enactment thereof from
time to time the surplus and unapplied portion (if
any) of the Trust Fund arising in any one or more
year or years shall be accumulated and invested and
the resulting income thereof shall also be accumu-
lated and invested in any of the investments in which

the Trust Funds are hereby directed or authorised to be invested and the Trustees shall have power in any subsequent year to spend and apply the same in the same manner and to the same extent as if such accumulation or parts thereof had been spent out of the income of the year or years in which the same is sought to be expended and applied as aforesaid.

ACCOUNTING YEAR

6. The Trust shall keep and maintain regular accounts of its receipts and expenditure and get the same audited by a Chartered Accountant duly appointed by them. The accounting year of the Trust shall be 31st March or such year as may be decided by the Trustees. The first year will end on 31st March, 1992.

INVESTMENTS

7. Subject to the other provisions of these presents and the provisions of the Income-tax Act, 1961 and the Bombay Public Trusts Act, 1950 or any statutory modification or re-enactment thereof from time to time or the provisions of any other Central or State Acts applicable to the charitable Trust, the Trustees shall be at liberty to keep the Trust Fund

in its present state of investment for such time or times however long as they may think 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 realise the same or any part thereof and to invest the sale proceeds or other realisations or any other moneys requiring investment in or upon any one or more of the following investments or modes of investment in India with power to them from time to time at their discretion to vary any investment held by the Trustees for other of the character hereby authorised viz :

- a) In or upon any investments for the time being authorised by law for the investment of Trust Fund of charitable Trust.
- b) Any securities, debentures or bonds issued by or the interest of which has been guaranteed by the Central or State Government or Municipal Corporation or Port Trust or other local body or authority.
- c) Units issued by the Unit Trust of India.

d) In the purchase of any immovable property or any part thereof including leasehold for any period and in developing the same.

e) In taking on Lease for any period any land building or part of building, flat tenement godowns or any other immovable property and in development of the same.

f) Deposits of moneys in Savings, Current or other accounts or account with any Bank or Banks or any Government or Semi-Government Company or Corporation or Undertakings or Co-Operative Society or any Government or Semi-Government Bodies or Authorities.

g) In the purchase of acquisition of any flat office premises, godowns, or any other property or part thereof on ownership basis or as apartment owners or as a member in a co-operative Society.

h) In the purchase of any equipments, vehicles or any other movable property.

i) In taking onhire purchase any vehicles or any other movable property.

j) In or upon giving loan on the mortgage
or hypothecation of any movable or
immovable properties either freehold
or leasehold.

AND THE TRUSTEES may at their absolute discretion vary
or transpose the investments from time to time AND IT
IS HEREBY AGREED AND HEREBY authorised to have such
investments so far possible in the name of the Trust
and/or in the joint names of the Trustees and/or
jointly with any other persons including the Trustees
themselves or any Trust of which the Trustees or any
of them be a Trustee as may be decided by the Trustees
from time to time.

8. It shall be lawful for the Trustees to build,
pull down, renovate, rebuild, alter, adopt, improve,
develop or repair any properties of the Trust from
monies out of the Trust Fund or the income thereof
as they think fit. The Trustees shall also be entitled
to enter into any agreement or covenants with the
owner of or person interested in any other properties
and whether restrictive or otherwise as they may
from time to time in their absolute discretion think
fit. The Trustees shall have the power to insure any
premises comprised in the Trust Fund against loss or

being may subject to provisions of (a) above, appoint by majority any person or persons in the place of the Trustee or Trustees so dying, desiring to be discharged or refusing or becoming incapable to act or adjudicated insolvent or convicted of a criminal offence and punished with imprisonment as aforesaid or being absent in six consecutive meetings of the Trustees or being absent from India as aforesaid.

c) Subject to the maximum number of Trustees mentioned in (a) above, the Trustees shall have the power at any time from time to time appoint by majority any person/persons as additional Trustee/Trustees for such period as may be decided by the Trustees from time to time.

d) The surviving or continuing Trustees shall have the right to act notwithstanding any vacancy in their body PROVIDED HOWEVER that if the number of Trustees shall fall below two, the minimum fixed by these presents the Trustees shall not except for the purposes of filling any vacancy, act as long as the number is below the said minimum.

e) On a new Trustee being appointed and after tendering his written consent to this effect

the Trust property shall vest in him along with the other Trustees for the time being and he/she shall thereafter be subjected to all the duties and be entitled to all the right and perform all the duties of Trustees with effect from the date, PROVIDED ALWAYS THAT WITHOUT PREJUDICE to the provisions of any law, a Trustee of these present shall stand discharged from his or her office of Trustee on his or her tendering resignation of his or her office and on the same being accepted by the remaining Trustees of these presents.

10. CHAIRMAN AND MANAGING TRUSTEES

- a) Dr. Bharat Maniram Vatwani shall be the first Chairman and Managing Trustees of the Trust and he shall continue to be the Chairman and Managing Trustee for his life time. Thereafter the Trustees shall appoint by majority any two from amongst themselves, one as Chairman and other as Managing Trustee for such period as may be decided by the Trustees from time to time and to delegate to them such powers and authorities and subject to such

conditions as Trustees may from time to time decide.

b) Managing Trustee shall look after day to day management and administration of Trust activities.

c) The Chairman and in his absence Managing Trustee shall preside at all meetings of the Trust Fund and in their absence the Trustees present shall be entitled to elect amongst themselves any one as Chairman for such meeting.

RULES AND REGULATIONS

11. It shall be lawful for the Trustees from time to time to frame such rules and regulations for the management and administration of funds, properties, revisions and the activities of these presents as they shall think fit and alter or vary the same from time to time and to make new Rules and Regulations provided that such Rules and Regulations shall not be inconsistent with the terms and intents of these presents.

MEETING

12. Meeting of the Trustees shall be held at such time and places as the Trustees may from time to time decide.

13. The Trustees shall keep or cause to be kept a minute book of the proceedings.

14. In case of difference of opinion arising among the Trustees in the matters herein the Trustees shall have a discretionary power including the appointment of Trustees and the vote of the majority of the Trustees for the time being voting in the matter shall prevail and be binding on all the Trustees and if the Trustees shall be equally divided in opinion the matter shall be decided according to the casting vote of the Chairman. Any resolution of the Trustees may be varied from time to time.

QUORUM

15. There shall be quorum when at least three Trustees are present at any meeting of the Trustees. If a quorum shall not have assembled within half an hour after the time appointed for the meeting, the meeting shall be adjourned to some other suitable time, and place to be notified to all the Trustees and at such adjourned meeting two Trustees shall form a quorum.

16. Any meeting or business of routine or formal or urgent nature may be determined by circular without meeting of the Trustees provided that it is agreed

to by atleast 2/3rd majority of all the Trustees.

POWER OF THE TRUSTEES

17. Without prejudice to the generality of any powers or bye-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) It shall be lawful for the Trustees to give aid, by way of donations out of the income of the Corpus of the Trust Fund or otherwise to different charitable institutions, societies or trust in India which may hereinafter be established for similar purposes mentioned in these presents or any of them to enable the institutions, societies, organisation or for carrying out such charitable purposes as are mentioned in these presents or any of them.
- b) The Trustees may at any time invite and receive or without such invitation receive any voluntary contributions in money or moneys worth either from the Settlor or from the Trustees or from the member or

members of the Public by way of donations, gifts, legacies, awards or otherwise for all or any of the objects mentioned above. The Trustees may allow any such donor to erect a building or buildings to the Trust for being used for the purpose of the Trust. Any such donation 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 objects or object of the Trust provided that such donations are not inconsistent with the intents and purposes of these presents. All such donations including building 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 to invite or accept any such donations as aforesaid and they shall all time be at liberty to refuse any donation 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 such other legitimate means.

c) The Trustees may from among themselves appoint a Secretary or appoint any other person to be Secretary and such Secretary shall carry on such work as may from time to time as be assigned or entrusted to him by the Trustees under the supervision, direction and control of the Trustees.

d) The Trustees may, if necessary, rent or hire or purchase on ownership or similar basis a place for their office for holding meeting of the Trustees and transacting the business of the Trust and furnish it with necessary furniture at the cost and expenses of the Trust Fund.

e) The Trustees shall be entitled from time to time to open, maintain and operate Bank Account or Accounts in the name of Trust or in the name of Trustee or two

or more of them at such Bank or Banks as 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 either by way of Savings Account, Fixed Deposit or Current Account or any other accounts. Any such account may be operated upon by any one, two or more of the Trustees or any other person or persons on their behalf as may be decided by the Trustees from time to time.

f) The Trustees shall be from time to time entitled for and on behalf of the Trust to enter into contracts or other agreements in the name of the Trust or in the name of any two or more of the Trustees as may be decided by the Trustees and it shall be sufficient if any contracts, deeds, assurance, cheques receipts or other documents required to be signed by any two or more of the Trustees or any Officer agent or person authorised in

writing by the Trustees in that behalf.

g) It shall be lawful for the Trustees from time to time as they may in their absolute discretion think fit to sell by public auction or private contract or exchange or transfer or assign or sub-lease (for any term howsoever long) or to give on leave and licence 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 respect of them as they may think proper and to buy or vary any contract for sale, exchange, transfer, assignment lease or other dispositions and to resell the same or enter into a fresh contract for exchange, transfer, assignment, lease or other dispositions 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, sub-lease, counterparts, leave and licence

agreements and other assurances and to pass, give and execute all necessary receipts, releases and discharges for the consideration of money or otherwise relating to the documents and assurances. All moneys arising from any such transfer or other assurance shall be deemed to be a part of the Trust Fund and shall be applicable accordingly.

h) The Trustees shall have the power in their absolute discretion instead of acting personally to employ and pay agent (including any bank) to transact business or to do any act whatsoever in relating to the Trust of these presents including the receipt and payment of moneys without being liable for loss or misapplication and shall be entitled to be allowed and paid all charges and expenses incurred thereby.

i) The Trustees may from time to time appoint remove suspend and re-appoint one or more Secretaries Treasurers supervision clerks and other officials and employees and servants as the Trustees may deem expedient and fit and pay their remuneration as may

be decided from time to time. The Trustees shall also have power to form and maintain Provident Fund, Gratuity Funds, Pension Funds and other funds for any employees and make rules and regulations regarding the payment thereof.

- j) The Trustees may deposit any document or documents held by them relating to any property belonging to the Trustees under these presents in safe custody with any Bank or Banks or any other person and may pay any sums payable in respect of such deposit.

- k) The Trustees shall have the power to determine in case of doubt whether any moneys or property shall for the purpose of this Trust be considered as Corpus or income and whether out of the income or Corpus any expenses or outgoings shall or sought to be paid or borne by and any and every such determination shall be binding and conclusive and provided that nothing herein contained shall be deemed to authorise the Trustees to spend the income or Corpus of the Trust Fund for any purposes not authorised by these presents.

1) It shall be lawful for the Trustees to settle all accounts and to institute, defend, compromise, compound or abandon all actions, suits, and proceedings or disputes claims demands or things relating to these presents and to appoint Solicitors and/or Advocates or Advocate for the purpose and to pay them such fee or fees as the Trustees may in their absolute discretion think proper and to do all other acts, deeds and things proper for such purpose without being responsible for any loss occasioned thereby.

m) It shall be lawful for the Trustees to raise or borrow moneys required in connection with or in relating to the exercise of their powers under these presents upon the security of any property comprised in the Trust Fund or from any Bank, Life Insurance Corporation or any Government or Public bodies or authorities or financial institution 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 terms and conditions as they may in their absolute discretion think fit.

n) The Trustees shall be at liberty to form

and appoint any committee or sub-committee or advisory board consisting of themselves or one or more of them and such person or persons as they may think fit for such period as may be decided from time to time for the purpose of advising and assisting the Trust and the Trustees shall be also at liberty to appoint one or more of the members of such committee as office bearers of such committee, sub-committee or advisory board. The Trustees shall be entitled to delegate to them such powers and authorities to such committee or sub-committee or advisory board or its office bearers without being laid for loss occasioned.

18. The Trustees may amalgamate this Trust and its properties with any Trust or institution having objects wholly or any of them, similar to these of this Trust provided they pass an unanimous resolution to that

effect and sanction (if necessary) of the appropriate authority as may be required under the Bombay Public Trusts Act, 1950 and/or the Income-tax Act, 1961 and/or any other prevailing Act applicable to the charitable Trust is obtained.

19. The provisions of this Trust Deed can be amended altered, abrogated or varied by the Trustees provided they pass an unanimous resolution to that effect and sanction (if any) of the appropriate authority as may be required under the Bombay Public Trusts Act, 1950 and/or the Income-tax Act, 1961 and/or any other prevailing Act applicable to the charitable Trust is obtained.

20. The receipt of any of the Trustees for any income of the Trust Fund or for any documents of title or securities or papers or other documents and for any other moneys or properties shall be sufficient and shall effectually discharged the person or persons paying or giving or transferring the same from being bound to see the application or being answerable for the loss, misapplication, non-application thereof.

21. 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 notwithstanding their respectively, signing any receipts for the sake of confirmity and shall be answerable and accountable only for their own acts, receipts and neglects or defaults or dishonesty respectively and in particular no Trustees shall be bound to take any steps to or proceedings against Co-Trustees for any breach or alleged breach of trust committed by such Co-Trustees.

22. The Trustee or Trustees of these presents for the time being may reimburse themselves, himself or herself and pay and discharge out of the Funds or moneys in their hands all expenses incurred in or about the execution of these presents or the power of these presents.

23. If any Trustee of these presents shall be a Solicitor, Advocate, Chartered Accountant, Architect or a person engaged in any other profession he, she or her or his firm shall be entitled to charge for his or her firm's professional or other services including all profits, costs, and charges inspite of the facts that he or she shall be the Trustees of these presents and

whether such charges are in the ordinary course of his or her profession or not and although they not be of a nature requiring the employment of a Solicitor, Advocate, Chartered Accountant, Architect, or other professional person.

24. The Trust hereby declared and created shall be and shall remain irrevocable for all the times and the Settlor doth hereby release, relinquish, surrender and determine his right or power if any which may be regarded on having been reserved to him either by these presents or otherwise howsoever to restore to himself or to reclaim any interest in the Trust and the investments for the time being representing the same or the income thereto to the INTENT that the Trust Fund may be held by the Trustees upon the Trust and with and subject to the powers, provisions, agreements and declarations contained in these presents to entire exclusion of the Settlor and/or any benefits to the Settlor by contract or otherwise.

25. In the event of dissolution or winding up of the Trust, the assets remaining as on the date of dissolution shall under no circumstances be distributed

among the Trustees but the same shall be transferred to another charitable Trust or institution whose objects are similar to these of this Trust by passing an unanimous resolution of the Trustees to that effect and by obtaining sanction (if necessary) of the appropriate authority as may be required under the Bombay Public Trusts Act, 1950 and/or the Income-tax Act, 1961 and/or any other prevailing Act applicable to the charitable Trusts.

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

SIGNED, SEALED AND DELIVERED by
 the withinnamed : SETTLOR :
 DR. BHARAT MANIRAM VATWANI, in
 the presence of

Bharat

SIGNED, SEALED AND DELIVERED by
 the withinnamed : TRUSTEES :
 1) DR. BHARAT MANIRAM VATWANI,
 2) DR. SMITHA BHARAT VATWANI,
 3) DR. GHANSHYAM VITTHALDAS
 BHIMANI,
 in the presence of

Bharat
Vatwani
Bhimani

