

For ECORECO FOUNDATION



TRUSTEE

TRUST DEED

ECORECO FOUNDATION

(Earlier Known as SONI CHARITABLE TRUST)

(PAN - AADTS7435E)

For ECORECO FOUNDATION



TRUSTEE

For ECORECO FOUNDATION



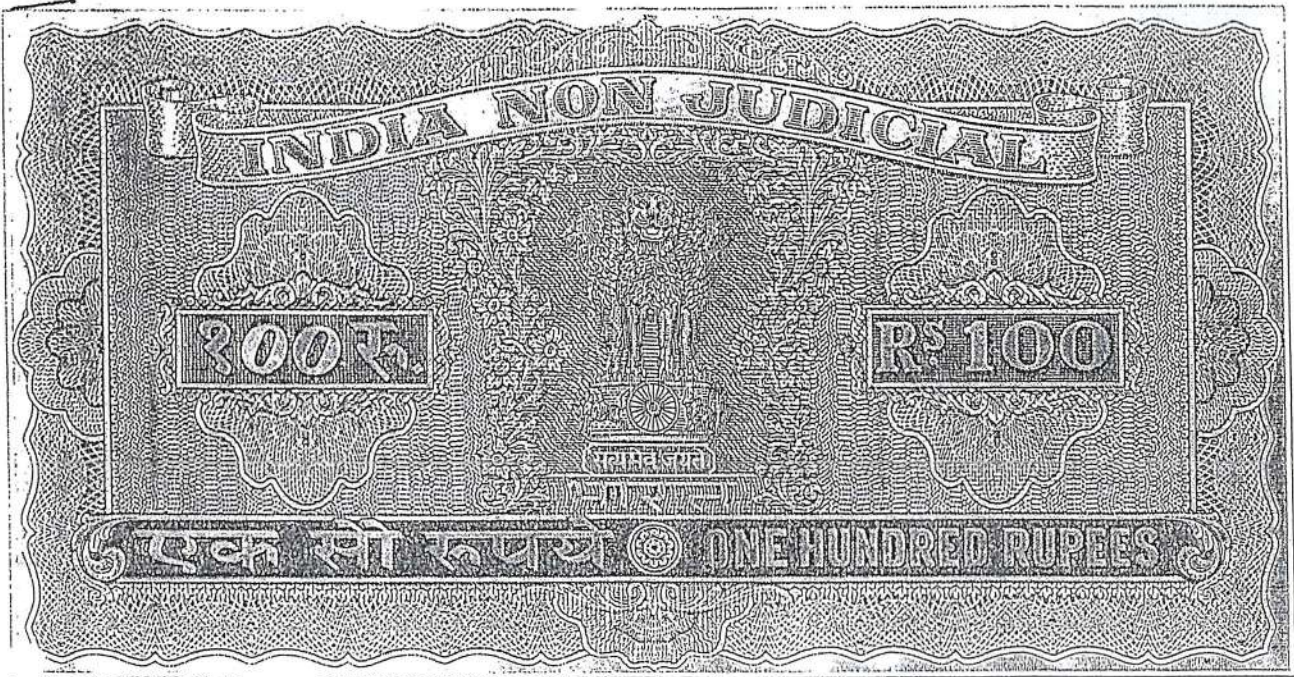
TRUSTEE

For ECORECO FOUNDATION



TRUSTEE

100Rs.



5 APR 1997

Inquiry No. ACC/0/3044/97
Original document was not returned
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22/4/1997
Charity Commission
Income Tax Dept. Regd. Office

श्रीमती शुभा विजयगोपाल सादश
परवानाधारक मुद्रांक दिक्केला,
पांगडीवाला वाठ, गिरनाग चहाण्या मणि,
मेन कस्तुरबा राड शारावनी (१३),
मुंबई - ४०० ०६६
क्रमांक २१५ .. (२) क ५७९९
संबंध से/रपडा B. K. Soni,
गाना ३
श्रीमती सादश मुद्रांक
श्रीमती सादश

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परवानाधारक मुद्रांक दिक्केला

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THIS IDENTURE is made at Mumbai this 23rd day of April, 1997. One thousand nine hundred and ninety four BETWEEN Smt. Sarju Bai Soni w/o late Shri Kishan Gopal Soni hereinafter called the "Settlor" (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs executor administrators and representatives) of the ONE PART AND (1) Shri Brij Kishor Soni (2) Smt. Aruna Soni and (3) Shri Murlidhar Soni hereinafter called "the Trustees" (which expression shall unless excluded by or repugnant to the context be deemed to include them and the Trustee for the time being of these presents and their survivors and successors) of the OTHER PART.

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For ECORECO FOUNDATION
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TRUSTEE

For SONI CHARITABLE TRUST
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SONI CHARITABLE TRUST
MUMBAI
TRUSTEE

WHEREAS :

1. The settlor is desirous of settling the sum of Rs.5,201/- only (Rupees One thousand only) and all further moneys properties shares and securities which may be acquired collected or received by the Trustees hereinabove referred to or any of them as donations or subscriptions under the power for that purpose hereinafter contained, for the public charitable objects and purposes upon the Trusts hereinafter contained :

2. The Trustees have at the request of the settlor agreed to act as the Trustees of these presents :

NOW THIS IDENTURE WITNESSETH that for effectuating her said desire and for diverse good and lawful causes and considerations thereinto moving, the settlor doth hereby transfer assign and make over to the Trustees the sum of Rs.5,201/- only (Rupees One Thousand Only) and the investments for the time being representing the same and all other property for the time being forming part of the Trust Estate Upon The Trusts and with and subject to the powers provisions and declarations hereinafter declared of and concerning the same.

AND IT IS HEREBY AGREED AND DECLARED that the Trustees shall hold and stand possessed of the said sum of Rs.5,201/- (Rupees One Thousand only) and the investment for the time being representing the same and all further moneys properties shares and securities which may hereafter be acquired collected or received as donations or subscriptions or otherwise by the Trustees or any of them under and by virtue of these presents and all other sums and properties for the time representing the same respectively (all which moneys properties shares securities and investments are hereinafter collectively called "the Trust Estate") and the income thereof.

UPON THE TRUSTS for the objects and with and subject to the powers provisions and conditions hereinafter declared of and expressed of and concerning the same :

Name . 1. The name of the Trust shall be SONI CHARITABLE TRUST

Address 2. 4, Rustom Building, 29, Veer Nariman Road,
Fort, Mumbai - 400023.

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Objects 3. The Trustees shall apply the net income of the Trust Estate including voluntary contributions received by the Trustees, which are in the nature of income (after payment of the rates taxes assessments and all other outgoing in respect of the Trust Estate) for purposes of any one or more of the following objects and purposes :

- a) For advancement of education by providing assistance in form of giving prizes, scholarships, rewards, stipends, free gifts, books, apparatus or instruments and payment of fees to poor or deserving children.
- b) Establishment or Maintenance of Schools and Collages or to pay any sum or sums of money by way of Donations, Subscriptions, Contribution, Monetary aids and/or Financial assistance to any Trust, organizations, institution or any person or persons or association or association of person interested in or carrying on such activities.
- c) For providing relief to the poor and needy.
- d) For Providing assistance to those affected by flood, famine or other natural calamities .
- e) For any other object or objects that are legally charitable.
- f) For providing assistance of medical treatment including the establishment, maintenance and support of institution or funds for to medical relief such as Hospitals, Dispensaries of the like.
- g) To maintain and run Buildings for Dharmshala, Hospitals, Temples, Public Utility, Satsang Bhavans, Libraries, Hostels, Schools, Collages and such other purposes of charitable nature.
- h) To promote unity and harmony in the female community in particular and in the Life of the nations in General and remove prejudices prevailing and to invite all segments of sex, caste, creed, community, religion and languages etc,
- i) To promote part of social science, self reliance, selflessness and enlighten citizenship through celebrations of social, religious, cultural and national festivals and occasions.
- j) For providing assistance to any institutions which give help for objects mentioned above or similar charitable objects in nature.
- k) To undertake research work , printing, publication, translation, circulation and distribution of literature and other work in Aurveda, Yogapractical, Spirituality, Philosophy, Sculpture, Architecture and other subjects and preserve protect and propogate them.

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- 22 To create any depreciation funds, reserve funds, sinking fund, insurance fund or any special or other fund, whether for depreciation or for repairing or improving extending or maintaining any of the property of this Trust or for any other purpose as the Trust think fit.
- m) To pay all costs, charges and expenses preliminary and incidental to the promotion and formation of the Trust .
- n) To refer to or agree to refer any claims, demands, dispute or any other question by or against the Trust or in which the Trust is interested or concerned and whether between the Trust and the member or members or his or their representatives, or between the Trust and third parties, to arbitration and observe and perform and to do all acts, matters and things to carry out or enforce the awards.
- o) To do all such other lawful things as are incidental or conducive to the attainment of the above objects
- p) All the above objects shall be carried out for charitable purpose as defined under the provisions of the Income Tax law in force for the time being.
- q) And generally to all acts and undertake all activities necessary, incidental, conducive or ancillary to attain the above mentioned objects and more particularly :
- i) To arrange the seminars, conferences, lectures, study circles and such other meetings or functions with a view to promote the main objects of Trust and also to promote the fellowship amongst the members of the Trust.

For the purposes of these presents, the expression "Charitable purpose" shall have the same meaning as is assigned to that expression in the Income-Tax Act, 1961, or any statutory modification or re-enactment thereof for the time being in force.

4. (i) The total strength of the Trustees shall at no time be less than three or more than seven;
- (ii) There shall be two classes of Trustees -
- (a) Original whose number shall not exceed four at any time;
- (b) Additional or Ordinary whose number shall not exceed three at any time;
- (iii) Original Trustees 1) Shri Brij Kishor Soni, (2) Smt. Aruna Soni, and (3) Shri Murlidhar Soni and their Successors and their successors' successors and so on shall be called Original Trustees, all other Trustees shall be called Additional or Ordinary Trustees. All the Trustees, Original and Additional shall collectively be called the Board of Trustees;
- (iv) The Original Trustees shall hold office during their life time unless they voluntarily resigning;
- (v) Each of the Original Trustees shall have the power to nominate or appoint in writing a person as his or her successor to act as a Trustee in his or her place on her death, resignation or retirement for any reason whatsoever, from the Trust, The Persons so appointed or nominated by

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For ECORECO FOUNDATION



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the Original Trustees shall in their turn have the like powers to nominate or appoint their respective successors in office and all other rights and powers conferred on the Original Trustees shall be deemed to have been conferred on their successors and successors' successors and so on, the intention being that the Original Trustees shall always be on the Board of Trustees, and this shall continue for all time to come. In case of death, retirement or resignation from the Board of Trustees of any of the Original Trustees, without having appointed any person to act as his successor or in case of a vacancy arising for any other reason, the vacancy so caused shall be filled up by the remaining Original Trustees or Trustees;

- (iv) The Original Trustees shall jointly have the right to appoint additional or Ordinary Trustees whose number shall not exceed three at any time. The appointment of such Additional Trustees shall not be for more than three years at a time and such additional Trustees shall hold office during the period of their appointment unless the office be vacated earlier by death, resignation or removal by unanimous decision of all the Trustees (Original and Additional) except the one who is sought to be removed. The Original Trustees shall have the power to fill in the vacancy in the office of an Additional Trustee caused by death, resignation or removal etc. An additional Trustee shall be eligible for appointment for a second or subsequent terms;
- (vii) An Additional Trustee shall resign his office or shall be deemed to have vacated his office if he is requested to resign by all the other Trustees, Additional and Original;
- (viii) No person being (a) undischarged insolvent, (b) convicted of an offence involving moral turpitude, (c) unsound mind, (d) a minor, shall be eligible to be or continue as a Trustee;
- (ix) 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 is less than four, the Trustees shall not, except for the purpose of filling any vacancy, act so long as the number is below the said minimum;
- (x) On a new Trustee, Original or Additional, being appointed and on his signing the register to this effect, the Trust Property shall vest in him along with the other Trustees for the time being and he shall thereafter be subjected to all the duties and be entitled to all the rights of Trustees with effect from that date.



5. The powers, rights and duties of the Trustees shall be as follows:-

- (a) The Trustees may accept any donation or contribution in cash or kind (other than partly paid shares of any Company) from the Settlor or any other person or persons, firm or company for the furtherance of the objects of the Trust or for any one or more of them upon such terms and conditions as they may in their absolute discretion think fit but not inconsistent with the objects of the Trust. The Trustees may also take over the management of any charitable or public institutions on such terms as they think fit and may manage such institutions;

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- (b) The Trustees may take over the management or administration of any other Society, Organisation, Institution or Trust having objects wholly or in part similar to those of this Trust on such terms and conditions as they may think fit and manage the same accordingly;
- (c) The Trustees shall, from time to time, after meeting the expenses of and incidental and of the management of the Trust and its properties and of the Trust decide the particular object or objects for which the income of the corpus of the Trust properties for the time being available shall be applied;
- (d) In the administration of the Trust, it shall be open to the Trustees to give the relief which they are authorised to do, not only by making gifts in money or in kind to the objects of charity abovementioned but also by making loans to any such objects with or without interest, but not exceeding such sum in each individual case as the Trustees may from time to time fix, on such terms and conditions as the Trustees may in their absolute discretion think fit;
- (e) The Trustees shall cause proper books to be kept wherein shall be entered a true and accurate account of all moneys received, disbursed or spent in connection with or in the course of management of the Trust premises or in relations to the carrying out of the objects and purposes hereof as well as of all the assets, credits and effects of the Trust Estate. The accounts shall be regularly audited by Chartered Accountants;
- (f) The Trustees may at any time or times at their discretion sell, call in and convert into moneys such parts of the Trust fund as shall not consist of money and shall stand possessed of the moneys produced by such sale, calling in and conversion of such part of the Trust Estate as shall consist of money and the investments for the time being representing the same upon the trusts and with and subject to the powers and provisions hereinbefore declared and contained concerning the Trust Fund;
- (g) The Trustees may sell the Trust Estate or any part thereof either together or in lots and either by public auction or private contract and either with or without special stipulations as to title or otherwise and the Trustees may buy in the same or any part thereof or rescind or vary any contract for sale and resale, without being answerable for loss occasioned thereby, and may for the purposes aforesaid or any of them, execute and do all such assurances and things as they shall think fit, and shall out of the moneys which shall arise from any such sale as aforesaid, pay the expenses incurred in or about the same or otherwise in or about the execution of any of the trusts or powers of these presents and shall invest the net sale proceeds in any of the securities and investments hereby authorised;
- (h) The Trustees may raise or borrow money required for the purposes of the Trust Estate on a mortgage or pledge of the Trust Properties or any part thereof with or without any security and at such rate of interest and on such terms as they may in their absolute discretion think fit;

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- (i) To manage or superintend the management of any lands hereditaments and premises for the time being comprised in the Trust Estate or any part thereof with power to erect, pull down, re-build, aid to, alter and repair houses and other buildings and to drain and make roads and fences and otherwise to improve and develop and to cultivate or cause to be cultivated or farm all or any of the said lands hereditaments and premises, and to insure houses and buildings against loss or damage by fire or other risk or to let make allowances to and arrangement with tenants, agriculturists and others and accept surrenders of leases and tenancies and generally to deal with the said lands hereditaments and premises as if they were the absolute owners thereof;
- (j) At their absolute discretion, to demise any lands hereditaments and premises for the time being comprised in the Trust Estate or otherwise and either attract-rent or by taking a fine or premium and either subject or not subjects to stipulations as to repairing or buildings and to grant any such lease or leases as aforesaid subject to such covenants and conditions as such progressive or other rents and otherwise in such manner in all respects as the Trustees may think fit, and at the like discretion to enter into any contract or contracts for the granting of any such lease or leases as aforesaid and also to rescind or abandon or vary the terms of every of any such contract which may have been entered into for any such lease as aforesaid, upon such terms and conditions as the Trustees may think fit and any money to be received as a fine or premium for the granting of any such lease as aforesaid shall be held upon such trusts, as are herein declared or referred to concerning the Trust Estate;
- (k) The Trustees may invest the Trust Estate either in the purchases or mortgage of immovable properties or in or upon stocks, shares (other than partly paid shares) debentures or any other securities whether authorised by the Indian Trusts Act, 1952 or not or in deposits with or loan to any Company, Bank, person or firm including the firm or firms in which the Trustees may think proper with power to the Trustees to sell same and/or to alter, vary or transpose such investments from time to time in such manner as they may in their absolute discretion think fit for others of the same nature or otherwise. Without prejudice to the general powers herein contained, the Trustees shall be entitled to have power to purchase and/or sell Government securities of all kinds, whether of any State or the Union of India. The said investments or any of them may be in the name or names of all or any one or more of the Trustees. Provided nevertheless that nothing herein contained shall authorised or shall be deemed to authorised the Trustees to invest the trust funds in deposit with or loan to any Company Bank or person or firm in which the Settlor may be interested;
- (l) To constitute sub-committee or managing committees consisting of Trustees or some of them for the management of the affairs of the Trust Estate for carrying out the objects or purposes hereof or any matter relating thereto and to delegate to such committee or committees any of the powers vested in them and to vary or regulate the same from time to time;

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- (m) To compromise, compound, abandon, submit to arbitration or otherwise settle any debt, account claim suits proceedings or disputes whatsoever relating to the Trust Estate or any part thereof;
- (n) To frame schemes bye-laws, rules and regulations to conduct their meetings for the appointment of a Managing Trustee or Trustees, and for carrying out the objects and purposes of these presents and otherwise for giving effect to the objects and purposes hereof and to vary, aid to or modify the same from time to time as the Trustees may in their discretion deem fit and proper;
- (o) To open and operate an account or accounts whether fixed, current or overdraft in their name or in the name of the Trust or in the name of the Managing Trustees with any scheduled or co-operative bank or banks as the Trustees may deem fit and proper and to endorse shares, Government Promissory Notes and other securities, Hundis, Cheques and other negotiable instruments;
- (p) The Trustees may authorise any one or more of their number to operate the banking account, to endorse shares and Government securities or to do any other ministerial act, deed a thing on behalf of the Trustees;
- (q) To appoint secretaries managers lawyers solicitors architects engineers surveyors gumastas or other employees for the purpose of management and supervision of the Trust Estate, for collection of rents, issues and profits for keeping the accounts and records and for other purpose of the Trust;
- (r) To amalgamate the Trust Estate or any part thereof with any other Trust of a public charitable nature having objects and purposes similar to the objects and purposes of these presents;
- (s) The Trustees shall have the right to reimburse themselves and pay discharges out of the Trust Fund all expenses incurred in or about the management of the Trust property, the execution of the Trusts or any of their duties under these presents;
- (t) To nominate constitute and appoint constituted attorneys or agents and to delegate to such attorneys or agents powers with regard to the management of the Trust or trusts and all matters and affairs relating hereto or for the purposes of carrying out the objects and purposes hereof or for collection and realisation of the rents, issues and profits of the Trust Estate or any part thereof or to operate on an account with a Banks and to conduct appear in or defend any cause of action on behalf of the Trust before any civil, criminal, revenue, tax (including income-tax) or other authorities courts officers and tribunals without being responsible for the default of such attorney or agent;
- (u) The Trustees shall have the right to advance loans (with or without interest) to individuals institutions, societies etc. engaged in activities of humanitarian educational social public religious or other nature of general benefit on such terms as the Trustees may in their discretion think fit;

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- (v) The receipt of the Trustees for the purchases money of any of the lands hereditaments and premises for the time being comprised in the trust or any part thereof hereby directed or authorised to be sold or for any other moneys securities or investments paid, delivered or transferred to the Trustees by virtue of these presents shall effectually discharged the person or persons paying delivering or transferring the same therefrom and from being bound to see to the application thereof or being in any manner answerable for loss or misapplication thereof;
- (w) The Trustees shall be respectively chargeable only for such property moneys funds and securities as they shall respectively actually receive notwithstanding their respectively signing any receipt for the sake of conformity and shall be answerable and accountable only for their own respective acts receipts neglects or defaults and not for those of each other nor for any banker, broker, auctioneer or other person with whom or into whose hands and trust moneys or securities may be deposited or come in any manner nor for dispensing wholly or partially with the investigation or production of the Lessor's title to any property not for the insufficiency or deficiency of any funds or securities nor for any other loss unless the same shall happen through their own wilful default respectively.
4. Unless and until altered or varied according to the provisions contained in Clause 4(n) thereof, the following rules and regulations shall apply as to the conduct of the business by the Trustees and the meeting and procedure of the Trustees:

- (a) The Trustees may appoint one of them as Managing Trustee on such terms and conditions as they may decide, the Managing Trustee (if appointed) shall be the chairman of the Board of Trustees. In case there is no Managing Trustee the Trustees may appoint one of them as the Chairman of the Board for such period as they may decided;
- (b) The Managing Trustee shall office for such period for which he may be appointed and shall continue to act as such until appointment of another Managing Trustee notwithstanding the expiry of the period of his appointment;
- (c) The office of the Trust shall be situated in the State of Maharashtra or at such place or places as the Trustees may from time to time determine;
- (d) The Managing Trustee himself, or the Secretary of the Trust under the authority of the Managing Trustee may issue notices convening the meeting of the Trustees;
- (e) The notice of the meeting of the Trustees and all communications shall be sent to the Trustees at their addresses registered for the time being in the office of the Trust.
- (f) Two Trustees will form a quorum;
- (g) All matters arising at or dealt with at the meeting shall be decided by majority of votes and in case of an equality of votes the Chairman shall have a second or casting vote;

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For ECORECO FOUNDATION

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addresses registered for the time being in the office of the Trust.

- (f) Two Trustees will form a quorum;
- (g) All matters arising at or dealt with at the meeting shall be decided by majority of votes and in case of an equality of votes the Chairman shall have a second or casting vote;

PROVIDED HOWEVER if the matter relates to the sale of any property movable or immovable belonging to the trust or to making or changing an investment whether or movable or immovable property the same shall not be decided except by a majority of three-fourths of the number of Trustees attending and voting at the meeting;

(h) If at any meeting, the Chairman is not present within fifteen minutes of the time appointed for the purposes of holding the meeting the Trustees present shall elect one of themselves to act as the Chairman of such meeting;

(i) A meeting of the Trustees at which a quorum is present shall be competent to exercise all or any of the authorities powers and discretions vested in them by or under this Deed or otherwise exercised by them;

(j) A resolution in writing circulated among all the Trustees and signed by a majority of them present in India shall be as valid and effectual as if it had been duly passed at a meeting of the Trustees duly called and convened;

7. Any Trustee may retire at any time without assigning any reason and without being responsible for the costs occasioned by such retirement.

8. Any Trustee may delegate in writing all or any of his powers under these presents to his nominee who will be entitled so long as such nomination remains in force to exercise such powers or power in the same manner as the Trustee himself could do personally.

9. (a) All meetings of the Trustees shall be held at such Place as the Managing Trustee and failing him the Trustees for the time being may from time to time decide;

(b) A Trustee who is unable to be present at a meeting of the Trustees may send his views on the agenda in writing and such expression of opinion shall be taken to be vote on the matters concerned;

(c) The minutes of the proceedings of every meeting of the Trustees shall be entered in a book to be kept for that purpose and signed by the Chairman of such meeting or of the following meeting when they are read over and shall when so entered and signed be conclusive evidence of the business and other matters transacted at such meeting.

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IN WITNESS WHEREOF the Settlor and the Trustees have hereunto set and subscribed their respective hands the day months and year first above written.

SIGNED AND DELIVERED by the
1. Settlor Smt. Sarju Bai Soni,
W/o Late Kishan Gopal Soni

Sarju Bai Soni

In witness whereof -

Durgesh Kabra
C.A.
Mumbai

SIGNED AND DELIVERED by the
2. Trustee Shri Brij Kishor Soni,
S/o Late Kishan Gopal Soni

Brij Kishor Soni

In witness whereof -

Durgesh Kabra
C.A.
Mumbai

SIGNED BY THE DELIVERED BY THE
3. Trustee Smt. Aruna Soni,
w/o Shri Brij Kishor Soni

Aruna Soni

In witness whereof -

Durgesh Kabra
C.A.
Mumbai

SIGNED AND DELIVERED by the
4. Trustee Shri Murlidhar Soni,
S/o Late Kishan Gopal Soni,

Murlidhar Soni

In witness whereof -

Durgesh Kabra
C.A.
Mumbai

For ECORECO FOUNDATION



Aruna Soni
TRUSTEE