

The Yash Foundations College of Nursing
and Medical Research Institute, Ratnagiri.

TRUST DEED
/ BYLAWS /
REG.
CERTIFICATE



L. Plicate Certificate issued in lieu of

rate 25 pps

A.C.C.'s order passed in mssc Application No. 223/04 dt. 31/11/06



Assistant Charity Commissioner
Ratnagiri Region Ratnagiri
Top-CC BPT 2

No.

04260

नोंदणीचे प्रमाणपत्र

याद्वारे प्रमाणपत्र देण्यात येते की, खाली वर्णन केलेली सार्वजनिक विश्वस्त व्यवस्था ही आज, मुंबई सार्वजनिक विश्वस्त व्यवस्था अधिनियम, १९५० (सन १९५० चा मुंबई अधिनियम क्रमांक २९) याअन्वये रत्नागिरी प्रदेश, रत्नागिरी येथील सार्वजनिक विश्वस्त व्यवस्था नोंदणी कार्यालयात योग्य रीतीने नोंदण्यात आली आहे.

दिश फाऊंडेशन

सार्वजनिक विश्वस्त व्यवस्थेचे नाव

यश आर्ट्स सोसल डोंट्स कॉमर्स फाऊंडेशन

रत्नागिरी

सार्वजनिक विश्वस्त व्यवस्थांच्या नोंदणी पुस्तकातील क्रमांक ई. ६९६ - रत्नागिरी

श्री. सुरेंद्रनाथ डॅक बाळासाहेब अश्वेत मजरे : रा. जाडि मिच्या रत्नागिरी प्रमाणपत्र दिले.

आज दिनांक १९/०५/१९९५

१९७

रोजी माझ्या सहीनिशी दिले.

शिक्का

सही

सही/-

Assistant Charity Commissioner

हस्ता

Ratnagiri Region Ratnagiri

सहाय्या वेद वेद अर्ज क्र २२६०६ मधील दि. ०३/११/२००६ चे आदेशान्वये कोणेत ओकेला आहे.

outgoings and expenses, out of the rents and profits of any immovable properties, to set aside out of the balance therefore, from time to time such sum or sums of money as the trustees consider proper to meet the expenses of heavy repairs or by way of depreciations or lapping funds and to utilize the same and the income thereof for heavy repairs or for re-building or installing immovable properties or erecting new buildings and in the meantime to invest the same in the manner authorised by these presents. It shall also be lawful for the trustees to permit any immovable property forming part of the TRUST FUND to be held used and enjoyed for the purpose of any scheme of charity or other purpose of these presents.

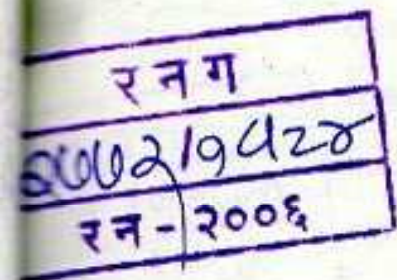
11. (a) The Trustees shall meet together every month for the dispatch of business and adjourn and otherwise regulate their meetings as they may think fit.

(b) A resolution passed without any meeting of the trustees and evidenced by writing under the hands of majority of the trustees shall be valid as effectual as a resolution passed at a meeting of the trustees held in accordance with the provisions of these presents.

(c) The quorum of the meeting of the trustees shall be 1/2.

(d) The trustees shall kept or cause to be kept proper books of accounts in which all receipts and expenditure relating to the TRUST FUND and in any other institution/s maintained by it shall be entered and accounted and such books shall be kept at the office of Trust or such Institution/s as the case may be.

The trustees shall each year, cause to be made and prepared all proper accounts of receipts and expenditure in connection with the management of the TRUST FUND and



several heads of receipt and expenditure.

The account of the Trust Fund and its institutions shall be maintained in FINANCIAL YEAR BASIS i.e. commencing from 1st day of April and ending on the 31st day of March and shall be audited by the Chartered Accountant every year.

(e) Notes made in the Minute Books and other leads of any matter relating to the trust shall be constructive evidence of the facts and matters duly noted therein.

12. If the Trustees hereby constituted except Managing Trustee Shri. Surendranath alias Balasaheb Yashwant Mane or any of them or the trustee or trustees appointed hereinafter provided shall die or desire to be discharged refuse or become incapable to act or is adjusted insolvent or convicted for criminal offence involving moral turpitude and punished with imprisonment or be absent from India for period of six months or more without obtaining leave of the managing trustee in writing, then the managing trustee for the time being may subject to the provisions of Clause No. 14 appoint any person or persons in the place of trustee or trustees so dying, desiring to be dispatched or refusing or becoming incapable to act or adjudicated insolvent or convicted of a criminal offence and punished with imprisonment as aforesaid being absent from as aforesaid. If vacancy of managing trustee remaining for any reason, the same shall be filled in by the remaining trustees from the family of Shri. Surendranath alias Balasaheb Yashwant Mane by majority of votes. The managing trustee shall work for their lifetime. The said system of appointing and filling the vacancy of managing trustee will be approvable in future also.



13. (1) The managing trustee may subject to the provisions of Clause No.14 may appoint any person or persons as additional trustee or trustees.

(2) It shall be lawful for the person or persons for time being entitled to appoint a own trustee or trustees hereof to appoint any Bank, Company or Corporation to be an additional trustee of the trust jointly with the continuing trustees upon such terms as to remuneration or otherwise and for such period as the trustees may think fit.

14. The number of trustees shall not be less than 5 (Five) trustees and more than 7 (Seven).

15. **Power of Managing Trustee**

1) To convene the meeting of trustees and to proceed overall meetings and to do all the work of president.

2) The Managing Trustee has the right to cast extra vote if equal votes are secured in any case.

3) To manage and control all the transactions of the foundation.

4) To sign all the documents of the foundation.

5) To fill in the vacancy of trustee/trustees.

6) The Managing Trustee shall be accustomed to hold maximum amount of Rs.500/- (Rupees Five Hundred only) for daily expenses.

16. The trustee shall be respectively chargeable only for such money, stock, funds, securities and other assets of the TRUST as they shall actually receive notwithstanding there any receipt for the sake of any conformity and shall be answerable and accountable only for their own respective acts, receipts, neglects and not for those of any

Bankers, Brokers or other personnel in whose hands any 'TRUST MONEYS' or assets may be placed or deposited or come not for the deficiency or insufficiency of any, unless the same shall happen due to credit through their or his own willful default or dishonesty respectively, in particular 'NO TRUSTEE' shall be bound to take any steps or proceedings against a Trustee shall be found to take any steps on proceedings against a co-trustee for any breach of trust committed by a co-trustee.

17. Where the trustees in the exercise of the trust, discretions and powers hereby or by law conferred actional the advice of any Counsel, Solicitor or other Lawyer, Engineer, Surveyor, Land or Estate Agent, Auctioneer, Broker, Cashier, Accountant or except the trustees, shall not be responsible for any loss that may result from acting on such advices but the act or omissions shall be deemed to be authorised and proper and the advise shall operate to protect the trustees in the like manner as if the act or omission had been directed or authorised under an order of Court of competent jurisdiction.

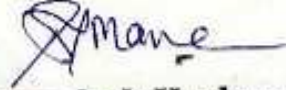
18. **Dissolution of Trust :** If the trust is to be dissolved, a meeting of the trustees shall be convened for this SPECIFIC PURPOSE by a notice in writing of not less than FIFTEEN DAYS giving the specific purpose on the Agenda. At such, a meeting the Resolution of Dissolution of the trust will have to be passed with an ACCENT OF MAJORITY of trustees personally present. But in no case the attending number of trustees shall be less than 5 (Five).

19. If of the DISSOLUTION OF TRUST, there shall remain after satisfaction if its debits and liabilities any property what so ever, not impressed with any TRUSTEE, agreed between the 'TRUST' and Donor or Donors, the same shall not be paid or distributed amongst the Trustees of the TRUST or any of them. BUT SHALL BE GIVEN to

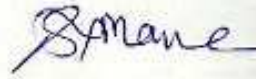


-some other foundation, society, TRUST or Institution working for the same or similar objects as those this 'TRUST' to be determined the 'MAJORITY' of the Trustees personally present at such meeting, but IN NO CASE the votes for such resolution shall be less than three.

20. The trust hereby establish is IRREVOCABLE IN WITNESS WHERE OF the parties here to have here upto set their respective hands and seals, the day and year first herein above written.

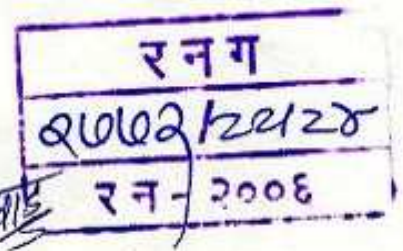

Surendranath alias Balasaheb Yashwant Mane
Settlor,
THE YASH FOUNDATION, RATNAGIRI.

Trustees :-

- 1) Shri. Surendranath alias Balasaheb Yashwant Mane 
- 2) Shri. Ravindra Manohar Sawant
- 3) Shri. Hemchandra Yashwant Mane
- 4) Shri. Adv. Avinash Namdeo Shetye
- 5) Shri. Ashok Pundalik Mayekar

Witnesses :-

- 1) Amit Vasant Vilankar 
Ratnagiri.
- 2) Sahebrao Krishnaji Mamilwad 
Kuwarbav, Ratnagiri.





27/06/2006

5:37 pm

दुय्यम निबंधकः

रत्नागिरी

दस्त गोषवारा भाग-1

रनग

दस्त क्र 2772/2006

23 - 28

दस्त क्र.क : 2772/2006

दस्ताचा प्रकार : विश्वस्त व्यवस्था

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

1

नाव: सुरेन्द्रनाथ उर्फ बाळासाहेब यशवंतराव माने

पत्ता: घर/प्लॉट नं. -

गल्ली/रस्ता: -

ईमारतीचे नाव: कमलाभम

ईमारत नं. -

पेट/वसाहत: -

शहर/गाव: जाकिमिन्या

तालुका: रत्नागिरी

पिन: -

पॅन नम्बर: -

लिहून ठेवणार

वय 42

सही



दस्त क्र. [रनग-2772-2006] चा गोषवारा
बाजार मुल्य : 1 नोंदला 0 भरलेले मुद्रांक शुल्क : 200

दस्त हजर केल्याचा दिनांक : 27/06/2006 05:30 PM

निष्पादनाचा दिनांक : 26/06/2006

दस्त हजर करणाऱ्याची सही : *[Signature]*

पावती क्र.: 2773 दिनांक: 27/06/2006

पावतीचे वर्णन

नांव: सुरेंद्रनाथ उर्फ बाळासाहेब यशवंतराव माने

100 : नोंदणी फी

480 : नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)),

रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->

एकत्रित फी

580: एकूण

[Signature]
दु. निबंधकाची सही, रत्नागिरी

दस्ताचा प्रकार : 51) विश्वस्त व्यवस्था

दस्त अनुसूद्ध प्रकार: (61-ब) ती रद्द करण - कोणत्याही मालमत्तेची कोणा मालमत्तेची विश्वस्त व्यवस्था मुल्यपत्रातून अन्य कोणत्याही संलेखाद्वारे केलेली असेल तेव्हा ती रद्द करणे

शिक्षा क्र. 1 ची वेळ : (सादरीकरण) 27/06/2006 05:30 PM

शिक्षा क्र. 2 ची वेळ : (फी) 27/06/2006 05:34 PM

शिक्षा क्र. 3 ची वेळ : (कबुली) 27/06/2006 05:34 PM

शिक्षा क्र. 4 ची वेळ : (ओळख) 27/06/2006 05:35 PM

दस्त नोंद केल्याचा दिनांक : 27/06/2006 05:35 PM

ओळख :

खालील इतम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीस ओळखतात, व त्यांची ओळख पटवितात.

1) अमितवसंत विलगकर , घर/फ्लॅट नं. -

गल्ली/रस्ता -

ईमारतीचे नाव -

ईमारत नं. -

पेट/वसाहत -

शहर/गाव: रत्नागिरी

तालुका: रत्नागिरी

पिन: -

2) साहेबराव कृष्णाजी मामीलवाड , घर/फ्लॅट नं. -

गल्ली/रस्ता -

ईमारतीचे नाव -

ईमारत नं. -

पेट/वसाहत -

शहर/गाव: कुव्हाकरबाव

तालुका: रत्नागिरी

पिन: -

प्रमाणित करणेत येते की, या दस्तामध्य

एकूण - ... 28 ... पाने आहेत.

[Signature]
दुय्यम निबंधक रत्नागिरी

[Signature]
दु. निबंधकाची सही
रत्नागिरी

एक नंबराचे बुकाच 2002

बंबरी नोंदला

[Signature]
दुय्यम निबंधक

दि. 20 माहे जून सन २००६





महाराष्ट्र MAHARASHTRA



सोनी मंगलदास

अ. नं. ८९५ किंमत १००/- तारीख २३ / ६ / २००६
ठिकाण - रातनागिरी श्री सुरेंद्रनाथ उर्फ लाक्षासाहेब थ. मा. मं. जे. पी. डी. मं. जे. पी. डी.

(सौ मधुरा राजेश काणे)

लायसन्स स्टॉप वॉटर रातनागिरी.

लायसन्स नंबर - १/९७

रतन
२००६ १९/२००६
रतन - २००६



सहाय्यक धर्मादाय अस्पृश्य
रातनागिरी विभाग, रातनागिरी

SUPPLIMENTARY (AMENDED) TRUST DEED

OF

THIS indenture of Amended Trust Deed this 26th day of June,
Two Thousand Six at Ratnagiri, Dist. Ratnagiri.

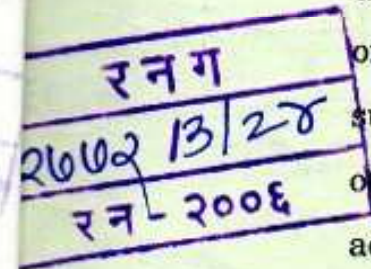
- 2) **Shri. Ravindra Manohar Sawant**, Age 53 years, Occupation - C.A., Residing at **Jakimiry, Tal. Ratnagiri, Dist. Ratnagiri.**
- 3) **Shri. Hemchandra Yashwant Mane**, Age 46 years, Occupation - Agriculture, Residing at **Jakimiry, Tal. Ratnagiri, Dist. Ratnagiri.**
- 4) **Shri. Avinash Namdeo Shetye**, Age 43 years, Occupation - Advocate, Residing at '**Ganesh Bhuvan**', **Vir Savarkar Road, Ratnagiri.**
- 5) **Shri. Ashok Pundalik Mayekar**, Age 46 years, Occupation - Business, Residing at **Near Vitthal Mandir, Ratnagiri.**

and all of them of Ratnagiri, hereinafter jointly called "The Present Trustees", in which Surendranath alias Balasaheb Yashwant Mane, is the Managing Trustee (which expression shall unless inconsistent with or repugnant to subject or context, thereof, include the survivors or survivor of them and others. The trustee or trustees for the time being of these presents and the executors, or executor or administrator or administrators of the last serving trustee) **OF THE OTHER PART.**

The original Trust Deed was registered in the office of Sub-Registrar, Ratnagiri, on **21st September, 1994** at Sr.No. 1402.

For same amendment, the Supplementary (Amended) Trust Deed was registered in the office of Sub-Registrar, Ratnagiri on **10th February, 2006** at Sr.No. 583.

As there are some technical problems, in the said original Trust Deed dt. 21/09/1994 and Supplementary (Amended) Trust Deed dt. 10/02/2006, the other necessary additions are also required according to trustee committee meeting held by Trust on **13/05/2006.**



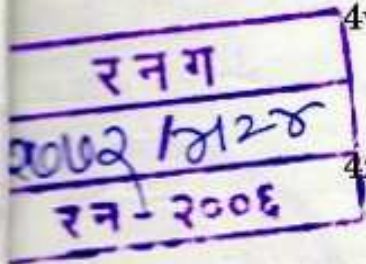
In the original Trust Deed and further Supplementary (Amended) Trust Deed, the basic amendment is change in name of Trust, i.e. from "Yash Arts, Science & Commerce Foundation, Ratnagiri" to "THE YASH FOUNDATION, RATNAGIRI". Also in the said original Trust Deed dt. 21/09/1994 and further supplementary Trust Deed dt. 10/02/2006, the other necessary additions are required according to trusty committee meeting held by the trust on .

In the original Trust Deed and in further supplementary Trust Deed, it is essential to add to para 4 as sub paras v, w, x, and y as additional object as follows.

- 4v) To run and establish hospital polyclinic, Opd, medical research center, medical extension work, health tourism center etc.
- 4w) To establish and run Information Technology part and related activities.
- 4x) To establish and run management school and business management and Degree College.
- 4y) To establish and run Fashion Technology Courses like certificate course, diploma and degree colleges.

According to the decision taken in the meeting by the trustees of our said registered trust, the above said additional changes are decided to be included in the original Trust Deed dated 21/09/1994 and Supplementary (Amended) Trust Deed dt. 10/02/2006. And hence this another Supplementary Trust Deed to the original Trust Deed registered in the office of Sub-Registrar, Ratnagiri on 21/09/1994 and for further Supplementary (Amended) Trust Deed dt. 10/02/2006.

The rest of the contents in said original Trust Deed registered in the office of Sub-Registrar, Ratnagiri at Sr.No. 1402 dt. 21/09/1994



and in the Supplementary (Amended) Trust Deed dt. 10/02/2006, remain as it is and admitted by all the trustees.

These contents/additions are considered as part and parcel of original Trust Deed executed by the Trustees of the said trust, in the office of Sub-Registrar, Ratnagiri, which is at Sr.No. 1402 dt. 21/09/1994 and in the Supplementary (Amended) Trust Deed dt. 10/02/2006.

According to additional changes of the trust's old name "Yash Arts, Science & Commerce Foundation, Ratnagiri", new name as per this another Supplementary Trust Deed is "The Yash Foundation, Ratnagiri". Amended Trust Deed, the original Trust Deed is read as follows :-

WHEREAS, the Settlor is desirous of irrevocably settling the sum of **Rs.11,001/-** (Rupees Eleven Thousand One only) UPON TRUST for the charitable educational and other public purpose, as hereinafter expressed or contained in these presents and in pursuance of such desire has handed over prior to the execution of these presents, the said sum of **Rs.11,001/-** (Rupees Eleven Thousand One only) to the Trustee by cash/by hand.

AND WHEREAS it is the desire and belief of the SETTLOR that the corpus of trust may be further augment from time to time by the flow of funds and other assets by way of GIFT, DONATIONS OR CONTRIBUTIONS.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :

1. In pursuance of the said desire and for carrying out such desire into effect, the 'SETTLOR' do hereby grants, transfer and assign upto and upon the 'TRUSTEES' the said sum of **Rs.11,001/-** (Rupees Eleven Thousand One only) already handed over to the TRUSTEES (by way of Corpus) AND ALL the estate, right, title, right and interest, claim and



demand into or upon the said sum of **Rs.11,001/-** (Rupees Eleven Thousand One only) TO HAVE AND TO HOLD the said sum of **Rs.11,001/-** (Rupees Eleven Thousand One only) UPTO THE TRUSTEES AND SUBJECT to the trust, powers and provisions hereinafter declared and expressed and concerning the same.

2. For the consideration aforesaid **THEY/THE TRUSTEES** hereby covenant with the **SETTLOR**, his heirs, executors and administrators and that, **THE TRUSTEES**, will stand and be possessed of the said sum of **Rs.11,001/-** (Rupees Eleven Thousand One only) and the investment for the time being representing the same and all shares, stocks, funds and securities of these presents be substituted or added or donated or gifted to, or for the purposes of **TRUST** and in due execution of the trust and powers of these presents (all of which are hereinafter in these presents designated as **"THE TRUST FUND UPON TRUST"** for the uses and with the subject to the powers, provisions, directions and agreements hereinafter declared and contained of and concerning the same).

3. The trustees shall stand and be possessed of the said **"TRUST FUND"** upon the trust to receive the interest, dividends and other income thereof and there out and in the first place to reimburse themselves or pay and discharge all the costs, charges and expenses incurred in or about or incidental to the administration of execution of the trust or powers of these presents and also all out goings, taxes, assessment, dues and duties, levies and other taxes payable in respect thereof and the cost of meeting, the ordinary repairs to any movable and immovable property or properties, if any for the time being, **SUBJECT** to the trust of these present **AND SUBJECT** there to upon trust to apply the **'RESIDUE'** of the said interest, dividends and other income (hereinafter called **'the said income'** and at their absolute

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discretion to apply the whole or any part of the CORPUS if the Trust fund for the public charitable purpose in MAHARASHTRA including :

- A) Spread of Education;
- B) Relief to the poor;
- C) Medical Relief;
- D) The development of physical, social and the advancement of any other object of general public utility.

And in such other manner as the Trustees may in their absolute discretion think fit to do and for one or more of such public charitable purpose as aforesaid to the execution of one or more as the Trustees may think fit to do.

Provided the said income as well as the CORPUS of the TRUST FUND shall be applied only towards Public Charitable purposes as aforesaid and any accumulations of income shall also be made and deemed to be made for application to such Public Charitable purposes as aforesaid.

4. WITHOUT PREJUDICE to the generality of the foregoing subjects or purposes or the purpose, but subject as aforesaid, it is declared that the Trustees shall in every year apply the residue of the said income from the TRUST FUND and may at their absolute discretion at any time and from time to time apply also the 'TRUST FUND' or any part of parts of the TRUST FUND in or towards any one or more of the other or others of them in such proportion and manner, in all respects, all the trustees may in their absolute discretion think fit and proper for the following purposes :-

- a) To give support and promote all round education in all or any branches of arts, science, technology, computer science,

commerce, education, law, management, project planning, polytechnic, social service, vocational, craft literacy or any other educational training including physical and social development of persons. For fulfillment of the said purpose, to establish, start, run, organize, support, develop, take over, conduct, equip, improve, maintain and administer educational institutions or their branches (like schools, high schools, colleges, training centres etc. of any faculty) in Maharashtra or any part thereof, irrespective of caste, creed, religion or community.

- b) To aid by way of scholarships, concessions, prizes, gifts, donations or subsidies to any deserving person pursuing any studies or to aid any programme for deserving persons or to any institution having similar purposes or subjects.

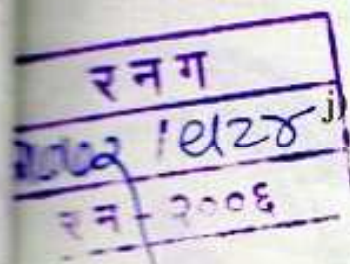
To conduct classes, seminar, debates, symposiums, meetings and any other activities considered necessary for the promotion of education.

To establish, conduct, maintain, subsidise, aids, sponsor or provide facilities and training programmes for medical aid and relief, hygiene, preventive and curative health services etc. for the poor by way of dispensaries, hospitals, clinics, mobile team, community health centres etc.

- e) To establish, conduct, maintain, subsidise, aid, sponsor or to provide facilities for orphans, poor, destitutes, mentally or physically or psychologically handicapped persons, alcoholics and families affected by alcoholics, persons affected by aids and families affected by aids, drug addicts and families affected by drug addicts or any other persons who need of special care especially poor children and children of poor families.



- f) To print and publish literature, to provide, establish, conduct, maintain, aid, sponsor, subsidise or subscribe to any library or book-stall or store for useful literature or other articles on no profit no loss basis.
- g) To hold seminars, group discussions, consultations by itself or in collaboration with other trusts.
- h) To conduct study and research in the field of development, planning, literacy, scientific, medical, health, social, cultural, technical, commercial, managerial, economics, community, agricultural and rural development etc. other related fields which will promote the objects of the Trust.
- i) To establish and promote rural development programmes for the benefit of the rural communities.
- j) To alleviate poverty and to bring about better living conditions, mutual co-operation and unity among the villagers and in general development by implementing Khadi and village industries programme.
- k) To establish research centres for the promotion and development of social, economic, medical, agricultural, floricultural, fisheries, horticultures and other development in scientific fields etc. on this own or with the participation of noteworthy, national and international faculty or institutions.
- l) To undertake or establish, to take over, to endow, to develop, to improve, agriculture, horticulture, irrigation, water resources, model farms, rural infrastructure and to impart assistance for other rural development programmes.



- m) To promote rural development by imparting and disseminating information, demonstrating techniques and methods, supplying materials and equipments such as pesticides etc.
- n) To undertake or take over or assist or co-operate with other trusts in the rural areas in the programme of rural development for promoting socioeconomic welfare and uplift of the people in any rural area approved by the prescribed authorities.
- o) To subscribe, aid, donate to or subsidise and work organizations or institutes having same or similar objects in whole or part and to work jointly with other trust/s/organizations and institutions in promotion of the objects of the trust.

To collaborate or associate with any association or society or institution where all or any of the objects are the same or similar to the whole or any part of the object of the trust.

To do all such lawful deeds and acts as are essential or conducive to the attainment of the objects and purposes mentioned above.

To take up projects for the welfare of women (old-young), shelter less or widows.

- s) Establishment and maintenance of hostels and of boardings, houses and granting free boarding and lodging to poor and deserving students upon such terms and conditions as the trustees may deem fit.
- t) To start, establish and run or to take over Medical School, Medical College, Nursing School, Nursing College (eg. ANM, GNM, B.Sc.), Engineering School, Engineering Colleges, Technical School, Technical Colleges, All type of Vocational Schools, Training Centres, Colleges and Computer/Information



Technology Schools, Training Centres, Colleges or branches thereof or any other Training Programme Institutions for the above said faculties.

- u) To follow all the schemes announced by Central Government of India, State Government of Maharashtra, all Corporations or Financial Corporations and to give all the benefits of above said schemes to the all classes of Society.
- v) To run and establish hospital polyclinic, Opd, medical research center, medical extension work,, health tourism center etc.
- w) To establish and run Information Technology park and related activities.
- x) To establish and run management school and business management and Degree College.
- y) To establish and run Fashion Technology Courses like certificate course, diploma and degree colleges.

The trustees shall, in case where any aid is proposed to be given for charitable purpose to any institution, association, society, organization, trust, foundation or body of trust, ascertain, whether the objects of such institution, association, society, organization, trust, foundation or body of trust are in accordance with the objects of this 'TRUST' and if so satisfied, may give donations to such institution, association, society, organization, trust, foundation or body of trust for being utilized only for such object.

6. The surplus of income, if any arising in any one or more year or years shall be accumulated, subjects to the provisions of any law for the time being in force, by investing the same and the resulting income thereof from time to time from any of the investment in whom the 'TRUST FUND' are hereby directed of authorised to be invested and



may be credited to an account to be called the SURPLUS ACCOUNT and the said trustees shall have power to expend the same in any subsequent year or years, as if such accumulations or parts thereof had been part of the income of the year or years in which the same are or is sought to be expended and applied as aforesaid.

7. The trust hereby created shall, according to this another Supplementary (Amended) Trust Deed be called as "THE YASH FOUNDATION, RATNAGIRI" and the office of the Trust shall be at Ratnagiri, or any such other place in Maharashtra as the Trustees may from time to time, in the absolute discretion, think fit.

8. For the accomplishment of the Trust of these presents and without prejudice to the generality of powers hereby or by law confirmed or implied or vested in the trustees, the following powers and authorities are hereby expressly confirmed on the trustees that is to say :

To permit any one or more trustees to operate on any Banking Account's of the TRUST without any liabilities, the other trustees to examine the said account/s or to be in any way responsible for sets, deeds or default, of such Trustee or Trustees in connection with such account.

To receive gift of movable or immovable property including cash, donations, grants from Government, Semi Govt., Khadi Gramodyog Mandal, Foreign agencies like CASA, Indo-German Grants etc. with or without condition, but as the same will not be accepted with a condition requiring change in the same of the Trust.

iii) To acquire immovable property by purchase, lease, hire, exchange or otherwise, to build and maintain houses and



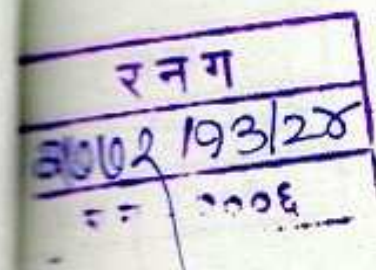
buildings, after improve and provide and equip the same with light, water, and furniture fittings and other required accessories and to enter into agreement for acquiring immovable or movable property on lease, hire or rental on such terms and conditions and for such period with or without option for renewal as the Trustees may, in their absolute discretion, think fit subject to the prior sanction of the Charity Commissioner, Maharashtra State, Mumbai and subject to the provision of B.P.T. Act 1950, and any other act or law time being in force.

iv) To let out, lease demises, mortgage charge or licence any property belonging to the Trust for such rent or compensation and on such terms and conditions and for such period as the Trustees may think fit subject to the prior sanction of the Charity Commissioner, Maharashtra State, Mumbai and subject to the provision of B.P.T. Act 1950, and any other act or law time being in force.

v) To appoint and dismiss or terminate or discharge the services of and re-appoint executives, officials, clerks and other servants on such salaries, wages, fees, commission or other remuneration and on such terms as they may think fit.

vi) To delegate by power of attorney or otherwise to any person or trustee any powers implied by law or confirmed by statute or vested by these presents but the trustees shall held responsible or liable for the acts or defaults of any such person or persons.

vii) To accept subscription, donations in cash or kind from any person, organization of this country, Khadi and Gramodyog Mandal and from foreign country and bequest for all or any of



the objects and to manage, invest and expand all the money and property belonging to the Trust.

viii) To take over or amalgamates any other Charitable Society or trust with similar objects and for such purpose to execute and carry on all such deeds and instruments as may be necessary and advisable subject to the prior sanction of the Charity Commissioner, Maharashtra State, Mumbai and subject to the provision of B.P.T. Act 1950, and any other act or law time being in force.

ix) To reimburse themselves or pay and discharge out of trust funds and any property subject to the trust of these presents and income thereof all the expenses that may be incurred in or about the execution of the trust and powers of these presents including reasonable amount of traveling expenditure incurred for the meeting of the trustees.

x) To set up one or more committees for the routine and day to day management and administration of any such institution/s under their ultimate supervision and control. The trustees shall be entitled to form the constitution and regulate the procedure of such committees and to delegate to them such powers as they may consider proper and necessary. Any one or more trustees may member/s of any such committee's in which the trustee may nominate person/s other than themselves.

xi) To frame rules and regulation for the management and administration of TRUST and the institution/s maintained by its as they shall think fit and to alter, amend and/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 payable with the terms of these presents.

- xii) To deposit by way of safe custody any document held by them relating to any property belonging to the 'TRUST FUND' with any Bank, to pay any sum payable to it in respect of such deposit.
- xiii) To borrow or receive any money that may be required by the trust for the purpose of its objects upon such terms and conditions as may be deemed advisable and in particular by the issue of bond, debentures, bill of exchange, promissory notes or by mortgage or charge of all or any part of the immovable or movable assets belonging to the trust.
- xiv) To establish and support or aid in the establishment or support of funds, trust or institutions, connected to benefit the employee or employees (or their dependants) of the TRUST or any institution maintained by it.
- xv) For the benefit of the TRUST to become member of any other body or bodies of persons, associations of persons, institutions, societies and bodies corporate including companies limited by guarantee.
- xvi) To do all such of the lawful things as may be incidental to or conducive to the attainment of the objects of the TRUST.

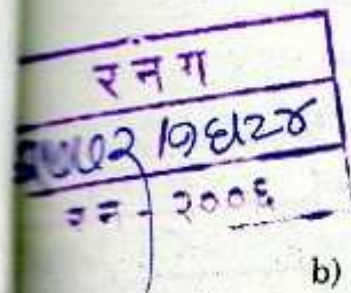
9. Subject to the provisions of any law for the time being in force and applicable to the 'TRUST' in general and subject to THE BOMBAY PUBLIC TRUSTS Act, 1950 the trustees shall invest all the moneys which shall require investment in any investments or properties of what so ever nature and where so ever situated and whether involving liabilities or producing income or act in any manner they may think

proper and to call in sell, convert or exchange such investments and properties both movable and/or immovable as are forming part of the TRUST FUND whenever they in their absolute discretion think it desirable to do so.

AND WITHOUT PREJUDICE TO THE GENERALITY of the foreign powers the Trustees may invest any moneys -

- a) In the purchase of immovable property or properties situated in Maharashtra or elsewhere and for the development thereof, the Trustees may borrow money at such interest as they may think fit for the purpose, without security or on the security of the TRUST FUND or any property forming part of the TRUST FUND.
- b) In the purchase of or subscription to the debentures, shares, funds, stocks and securities of any company or corporation whether incorporated in India or elsewhere.
- c) In making loans upon the security of any immovable property or movable property.
- d) In making loan to credit deposits with any person, firm or company or corporation.
- e) In any business, which may be carried on by the trustees as such, for and on behalf of the TRUST hereby created.
- f) In any purchase of any immovable property or acquisition of flats by becoming member of the Co-operative Society or Societies.

TO THE INTENT that the trustees shall have the same full and unrestricted powers of investing and transporting the investment in all respect as if they were absolutely entitled thereto beneficially.



In execution of the power of investments hereby or by law conferred upon the Trustees, no trustee shall be liable for any loss to the 'TRUST FUND' arising by of any investments made in good faith nor shall any trustees hereof be liable for any loss shall be contributable to his own dishonesty or willful commission of any act known by him to be a breach of trust.

10. It shall be lawful for the trustees to construct, build buildings, houses, renovate, rebuild, alter, improve, add to, develop or repair any immovable property/properties comprised in the TRUST FUND or the income thereof as the Trustees may in their absolute discretion think fit and proper. The trustees shall also be entitled in their name or names of one or more of them to become member of any co-operative society or other like institutions for the protection, benefit and increasement of the TRUST FUND or any property loan passed therein, as also to enter into such contracts, agreement and such other actions and proceedings be that way, their absolute description think fit and proper for the purpose of such protection and/or improvement and to pay all the fees and subscriptions and defray all charges and expenses as may be considered fit and proper. The Trustees shall also be entitled to enter into any agreement or covenants with the owners of or persons interested in any other properties and whether restrictive, otherwise and whether for the benefit of the properties as they may in their absolute discretion think fit from time to time. The Trustees shall also have power to insure any premises comprised in the TRUST FUND against loss by fire, lighting, earthquake or other risk or losses as the trustees may think fit and proper from time to time but no liability shall attach on the trustees or any of them shall on of any property remaining uninsured in any way. The trustees shall have also the power of the paying all rents, rates and taxes and other

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