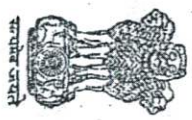


[विशेष-स. अा. (सं. सा. वि.) २-म.



१२

नोंदणीचे प्रमाणपत्र

याद्वारे प्रमाणपत्र देण्यात येते की, खाली वर्णन केलेली सार्वजनिक विरवस्तव्यवस्था ही आज,
 मुंबई सार्वजनिक विरवस्तव्यवस्था अधिनियम, १९५० (सन १९५० चा मुंबई अधिनियम क्रमांक २९)
 या अन्वये **श्री. मुंबई विभाग** मुंबई..... येथील सार्वजनिक विरवस्तव्यवस्था नोंदणी
 कार्यालयात योग्य रीतीने नोंदण्यात आलेली आहे.

सार्वजनिक विरवस्तव्यवस्थेचे नाव **जोबल फाईनेस**.....

सार्वजनिक विरवस्तव्यवस्थांच्या नोंदणी पुस्तकातील क्रमांक **३-२६२३५ (मुं५)**.....

श्री. रमचुम पेशी केशवाय..... यांस प्रमाणपत्र दिले.

२००९-२०१० रोजी माझ्या सहीनिशी दिले.

सही ११/११/२०१९

(**श्री. स. गोवर्ध**)
 पदनासहीयक धर्मादाय आणि पदनासहीयक
दत्तमुंबई विभाग, मुंबई



TRUE COPY

J. S. KARANDE
 B.A. (Hons.) LL.B.
 ADVOCATE & NOTARY





भारतीय नैऋत्यिक

एक सौ रुपये

RS. 100

₹ 100

ONE HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

Reserve Bank of India, Mumbai.

31 AUG 2009
MUMBAI
31 AUG 2009

प्रदानाधारक मुद्रांक विभेता
प्रदान क्रमांक नं. 309 - 8 SEP 2009 CB 620554

55277 Rustom P. Kerwala 16

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SHRI. L. S. BAMBLE

TRUST DEED

THIS INDENTURE made at Mumbai this 19th day of September, 2009 BETWEEN Rustom Pesi Kerawalla, aged about 42 years, Indian, of Mumbai Parsi Inhabitant residing at Kerawalla Chambers, 4th Floor, 25, P. J. Ramchandani Marg, Colaba, Mumbai - 400 039, hereinafter called "THE SETTLOR" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and assigns) of the ONE PART and (1) Mr. Rustom Pesi Kerawalla, aged about 42 years of Mumbai Parsi Inhabitant residing at Kerawalla Chambers, 4th Floor, 25, P. J. Ramchandani Marg, Colaba, Mumbai - 400 039,

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General Stamp Office, Mumbai.

C. MANDYAPRASHTRA

31 AUG 2009

oper Officer
SHRI. L. S. BAMBLE

मूल-२३..

प्रधानाधारक मुद्रांक विक्रेता
प्रधाना क्रमांक नं. २०९ 8 SEP 2009 CB 620555

क्रमांक 5328
संज्ञा Rucham P. Keralwalia
प्रति साक्षरता प्राप्त कर दिवस

LB. Babu
प्रधानाधारक मुद्रांक विक्रेता

and (2) Mr. Mehernosh Ardeshir Talati, aged about 51 years of Mumbai Parsi Inhabitant residing at 18, Madan House, Vanka Moholla, Chira Bazar, Mumbai - 400 002., hereinafter called "THE TRUSTEES" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the survivor or survivors of them and the heirs, executors and administration and other Trustee or Trustees for the time being of the Trust herein mentioned) of the OTHER PART:



hereby transfers unto the Trustees all his right, title and interest in the said cash upon the Trust and subject to the powers, provisions, declarations and agreements hereinafter contained.

2. The Settlor doth hereby directs and the Trustees do hereby declare that they the Trustees shall stand possessed of the said sum of Rs.1,000/- (Rupees One Thousand Only) and the Investments for the time being representing the same and the income thereof (the said sum of Rs.1,000/- and the Investments for the time being representing the same and the donation contribution legacy and other sums received as provided in Clause 1 herein are hereinafter included in the term "Trust Funds" which term is being intended to mean and include the Investments into which the same or any part thereof may be invested and/or varied from time to time as hereinafter provided) upon the Trust and with and subject to the powers, provisions, declarations, conditions and agreements hereinafter declared, expressed and contained of and concerning the same.

3. The Trust shall be known as "**NOBLE FOUNDATION**" and its registered office shall be at C/o Vibgyorhigh, Motilal Nagar-1, Srirang Sabde Marg, Off- Link Road, Goregaon (W), Mumbai-400 104, and/or at such other place and/or places in India as the Trustees may from time to time decide .

4. **OBJECTS OF THE TRUST:**

The objects of the Trust shall be as follows:

a) The Trustees shall hold the Trust Funds Upon Trust (so that as far as practicable the corpus shall always remain intact and only the income thereof shall be used, but with - liberty to the Trustees at their discretion to use the

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think proper, that is to say towards payment of proper costs, charges and expenses of and incidental to the collection thereof and the monies required for the repairs and maintenance, insurance premium outgoings, taxes, salaries, retainer fees, commissions and other charges in any way relating to or in connection with the Trust Funds and the management thereof including the charges and expenses of the appointment from time to time of the new trustees hereunder.

- i) To do all such other things are incidental and conducive to the attainment of the above objects.
- ii) To promote, organize, administer, establish, support, maintain and grant to any person, institution, trust, fund, society or organization whatsoever having for its objects charitable purposes and to incur expenditure in connection therewith.
- iii) To promote, assist or maintain all activities by whomsoever or wheresoever carried on in India in conformity with the objects of the Trust and as are conducive to the well-being and general welfare of the Society.

AND the Trustees shall do all other acts and things necessary for or incidental or conducive to effectuating the foregoing purposes or which would further or fulfill the objectives mentioned here before. The trustees shall have powers to add any other objects to the objects hereinbefore set out, provided,

- a. the Chairman consents to the same
- b. the objectives are of a charitable nature only.
- c. It is expressly provided that if any one or more of the objects hereinbefore specified are held not to be objects of a public charitable nature the Trustees shall not carry out such objects or objects but the validity of the said Trust

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ending on 31st March) or such year as may be decided by the Trustees.

7. INVESTMENTS:

Subject to the other provisions of these presents and the provisions of the Income-Tax Act, 1961 or any statutory modifications or re-enactment thereof from time to time and the provisions of the Bombay Public Trust Act, or any Statutory modifications or re-enactment thereof 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 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 realize the same or any part thereof and to invest the sale proceeds or other realizations or any other moneys requiring investment or modes of investment in India with power to them from time to time at their discretion to vary any investments held by the Trustees for other of the character hereby authorized viz.,

- a) In or upon any investments in India for the time being authorized by law for the investment of Trust Fund of a Charitable Trust.
- b) Any stocks, securities, debentures or bonds issued by or the interest of which has been guaranteed by the Central or State Government or any Municipal Corporation or Port Trust or any other local body or authority in India.
- c) Shares of any limited company or Government or Semi-Government, Company or Corporation or Co-operative society in India (which are either cumulative or non-

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authorized jointly with any other person including the Trustees themselves or any Trust of which the Trustees or any of them may be a Trustee.

8. It shall be lawful for the Trustees to build, pull down, renovate, rebuild, alter, adopt, improve and to develop or repair any immovable properties, comprised in the Trust Fund and to spend thereon such moneys out of the Trust Fund or the income thereof as they may think fit. The Trustees shall also be entitled to enter into any agreements 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 also have the power to insure any premises comprised in the Trust Fund against any loss or damages by fire, lightning or civil commotion or to the risks to or losses or otherwise as the Trustees may from time to time in their absolute discretion think fit but no liabilities shall attach to the Trustees or any of them by reason of any property remaining uninsured in any way.

9. The Trustees shall also have the power after paying all rents, takes and/or any other outgoings and expenses out of the rents and/or income of any immovable properties to set aside out of the balance thereof from time to time sums of moneys as the Trustees may consider proper to meet the expenses of development, heavy repairs or by way of depreciation or sinking fund and to utilize the same and the income thereof for heavy repairs or for rebuilding or reinstating immovable properties or erecting new buildings and in the meantime to invest the same in any securities authorized by these presents. It shall also be lawful for the Trustees to permit any immovable property forming part of Trust fund to be held and enjoyed for the purpose of any scheme of charity or any other purposes of these

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- e. The person nominated by Rustom Pesi Kerawalla in writing, during his lifetime or his successor/legal heir or by his testamentary papers after his death, shall be the Chairman of the Trust and such persons shall hold office until death or resignation. Until provided to the contrary by the said Rustom Pesi Kerawalla at the time of nomination, the provisions of clause (a) & (b) above shall apply to the nominee mutatis mutandis as if the name of such nominee was substituted in the place of the name of the said Rustom Pesi Kerawalla in these presents.
- f. So long as the Rustom Pesi Kerawalla or the persons nominated by him in writing during his lifetime or by his testamentary papers after his death shall hold office as the Chairman the provisions of these presents hereinafter contained as should to appointment, qualification and removal of trustee should be in abeyance.
- g. The instrument of nomination shall be deposited at registered office of the Trust not less than 48 hours before the Chairman dying or resigning as the case may be.

11. DISQUALIFICATION OF THE TRUSTEESHIP :

- The office of a Trustee shall become vacant if:
- i) he or she acts against the interest and objects of the Trust and does not abide by these presents :
 - ii) he or she is convicted of criminal offence involving moral turpitude or offence under the Bombay Public Trusts Act, 1950.
 - iii) he or she resigns or dies.

(M)

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16. POWERS OF THE TRUSTEES:

Without prejudice to the generality of any powers hereby or by 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 funds or otherwise to different charitable institutions, societies or trust in India which may have been established or which may hereinafter be established for similar charitable purposes mentioned in these present or any of them to enable such institutions, societies, organizations or Trusts or start, maintain or carry out such charitable objects 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 contribution in money or moneys worth either from the settlor or from the Trustees, or from any member or members of the public by way of donations for all or any of the object and charities mentioned above. The Trustees may allow any such donor to erect a building or buildings or any land belonging to the Trustees for being used for the purpose of the charities. Any such donations 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 object or objects of the Trust PROVIDED THAT such donations are not inconsistent with the intents and purposes of these presents. All such donations including buildings may be entered as forming part of the Trust fund being the subject matter of these presents and be

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rescind or vary any contract for sale, exchange, gift, transfer, assignment, lease or other dispositions and to resell the same or enter into a fresh contract for exchange, transfer, assignments, lease or other disposition 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, sublease, counterparts, leave and license agreements and other assurances and to pass, give and execute all necessary receipts, releases and discharges for the documents and assurances. All the moneys arising from any such transfer or other assurances from any such transfer or other assurances shall be deemed to be a part of the Trust Fund and shall be applicable accordingly.

e) The Trustees shall have the power in their uncontrolled discretion instead of acting personally to employ and pay any agent including any Banks to transact any business or to do any act whatsoever in relation to the trusts of these presents including the receipts and payment of moneys without being liable for lease or misapplication and shall be entitled to be allowed and paid all charges and expenses incurred thereby.

f) To employ /terminate/remove the employee of the Trust Agents, Banks, Lawyers, Accountant or any other professionals or contractor and decide the remuneration thereto as deem fit.

g) To effect payment of Salary remuneration to a Trustee who is working for the Trust in his capacity other than as Trustee i.e. as a Principal of School, a Lawyer or any professional devoting time in any other capacity as a Trustee for services actually rendered.

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[Signature]



- 18 The Trustees may amalgamate this Trust and its properties with an Trust or Institutions having objects wholly or any one of them similar to those 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 necessary) of the appropriate authority as may be required under the Bombay Public Trusts Act, 1950 and/or Income Tax Act, 1961 and/or any other prevailing Act, applicable to the Charitable Trust is obtained. However the name of the Trust can be changed if found necessary by unanimous decision of Trustees and by consent of Mr. Rustom Pesi Kerawalla that too during his lifetime only and not thereafter.
20. Upon the sale of other transfer by the Trustees under the power conferred aforesaid the Purchaser or Purchasers transferees or transferees dealing bona-fide with the Trustees shall not be concerned to see or inquire whether the occasion for executing or exercising such power has arisen or other the provisions as to appointment and retirement of trustees herein contained have been properly and regularly reserved and performed. The Purchaser or Purchasers, transferor or transferors shall not be concerned to sell to the application of the purchase money or other consideration and shall not be answerable for the loss, misapplication or non-application thereof.
21. The receipt of any of the Trustees for any income of the Trust fund or for any documents or title or securities papers or other documents and the receipts of any One / two or more of the

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IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day, month and year first herein above written.

SIGNED AND DELIVERED by the |
Withinnamed Settlor |
Mr. Rustom Pesi Kerawalla | *R. P. Kerawalla*
in the presence of : |

SIGNED AND DELIVERED by the |
withinnamed Trustee |
Mr. Rustom Pesi Kerawalla | *R. P. Kerawalla*
in the presence of : |

SIGNED AND DELIVERED by the |
withinnamed Trustee |
Mr. Mehemosh Ardeshir Talati | *M. Talati*
in the presence of : |

