



-59

## नोंदणीचे प्रमाणपत्र

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

सार्वजनिक विश्वस्तव्यवस्थेचे नाव यम्पायर फाउंडेशन

सार्वजनिक विश्वस्तव्यवस्थांच्या नोंदणी पुस्तकातील क्रमांक ई-२६२३६ (मुं.)

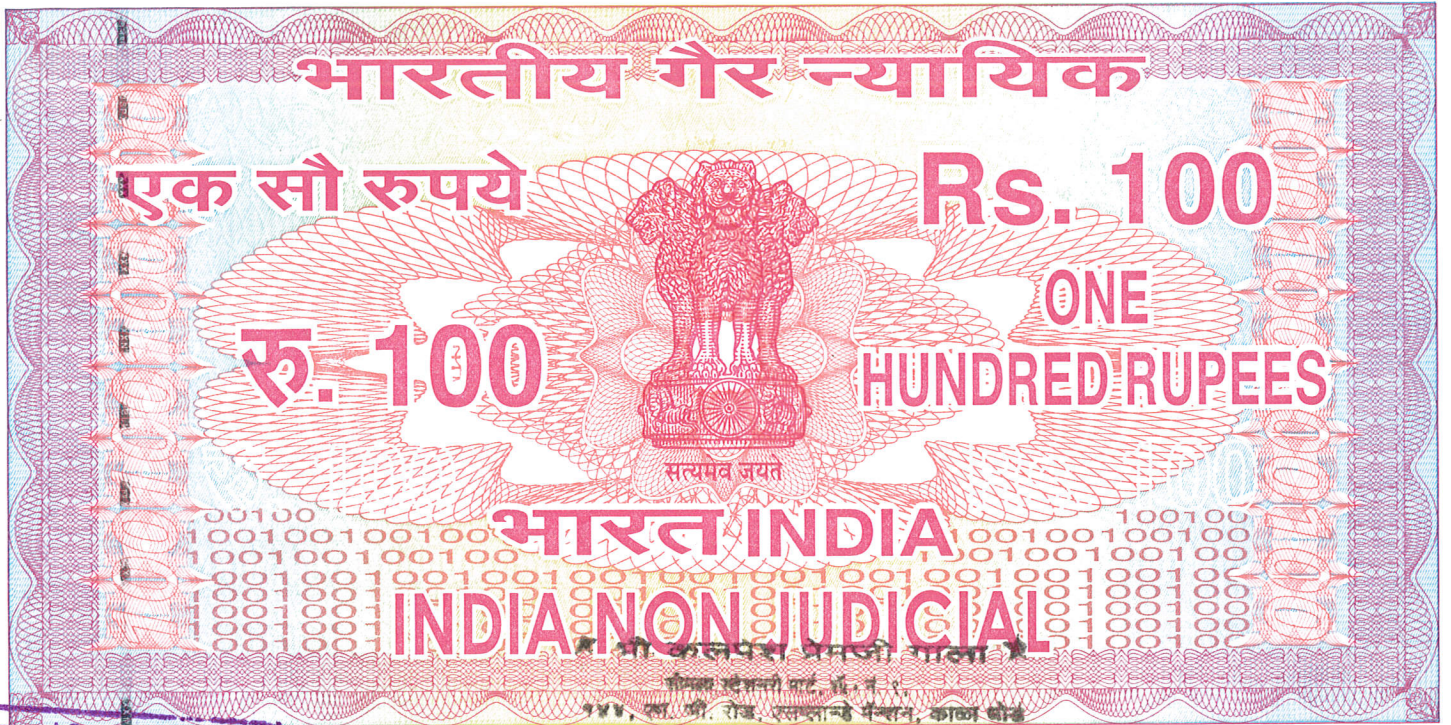
अस्तम पेसी केरावाळ यांस प्रमाणपत्र दिले.

आज दिनांक १६/११/२००७ रोजी माझ्या सहीनिशी दिले.

शिवका



[Signature]  
सही सहायक धर्मदाय आंयुक्त  
बृहन्मुंबई विभाग, मुंबई  
पदनाम



General Stamp Office, Muir.  
L.S.V. No. 207  
31 AUG 2009  
Proprietor

SHRI. L. S. BAMBLE

मुंबई-२३.,  
परवानाधारक पुद्रांक विक्रेता  
परवाना क्रमांक नं. २०७ - 8 SEP 2009 CB 620552  
क्रमांक 5525 दिनांक Rustom P. Kerawalla  
कमल न्यायिक पुद्रांक विक्रेता  
R.P.K.

TRUST DEED

THIS INDENTURE made at Mumbai this 19<sup>th</sup> 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,

(M)

(M)

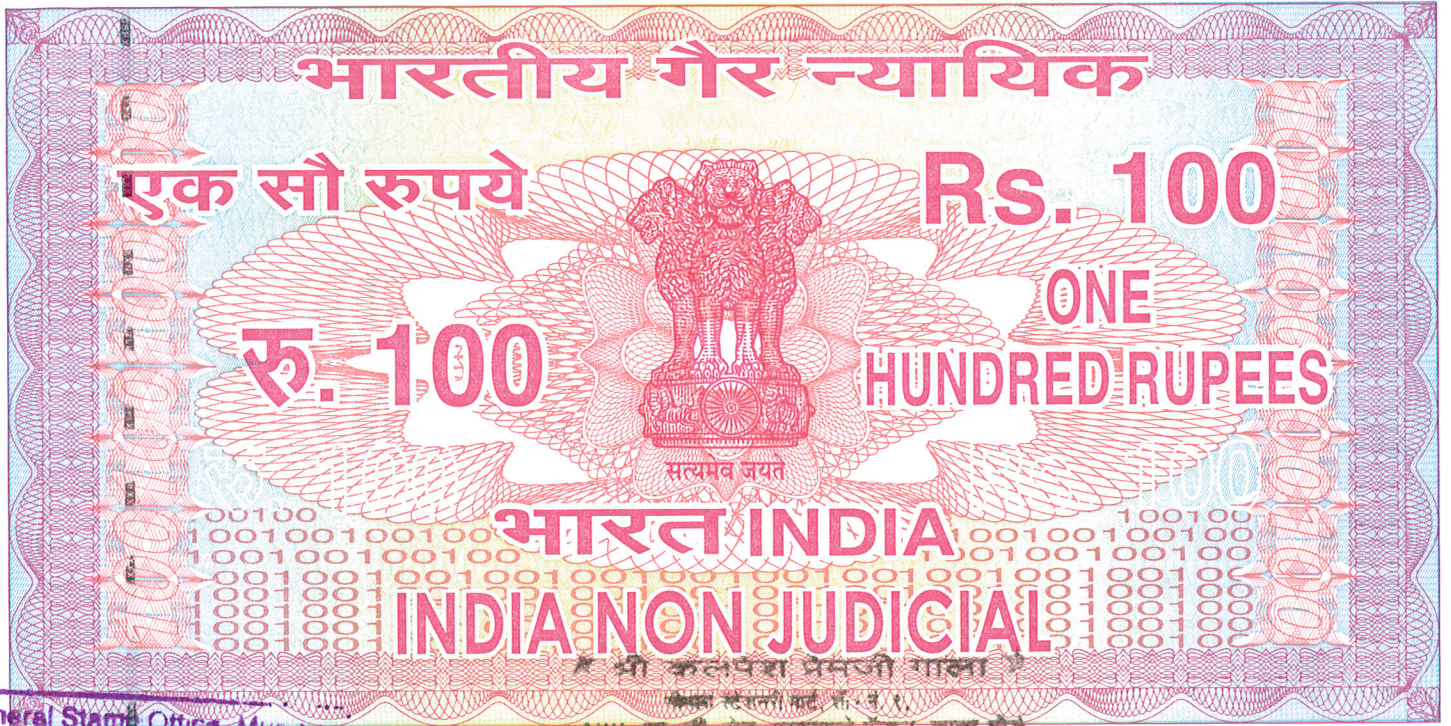
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General Stamp Office, Mumbai  
**L.S.V. No. 207**  
31 AUG 2009  
Proprietor

**Shri. L. S. BAMBLE**

श्री कलपेडा मेसजी ताला  
मुंबई-२३.,  
परवानाधारक मुद्रांक विक्रेता  
परवाना क्रमांक नं. २०७ 8 SEP 2009 CB 620553  
क्रमांक 5526 दिनांक Rustan P. Kerawally  
श्री कलपेडा मेसजी ताला  
परवानाधारक मुद्रांक विक्रेता  
*[Signature]*  
परवानाधारक 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:

2

*[Signature]*      *[Signature]*      *[Signature]*

**W H E R E A S:**

- A) The Settlor is possessed in his right and has himself acquired property of a cash sum of Rs.1,000/- (Rupees One Thousand Only).
- B) The Settlor out of diverse good causes and considerations is desirous of settling the said sum of Rs.1,000/- (Rupees One Thousand Only) UPON THE TRUST and subject to powers, provisions, declarations and agreements hereinafter contained of and concerning the same.
- C) At the request of the Settlor, the Trustees have consented to act as the first Trustees of these presents as is evidenced by their joining in and executing these presents.
- D) The Settlor has on or before the execution of these presents delivered the said cash to the Trustees to be held by the Trustees upon the Trust and subject to the powers, provisions, declarations and agreements hereinafter contained of and concerning the same.
- E) The subject matter of the Trust for the purpose of stamp duty is valued at Rs.1,000/- (Rupees One Thousand Only).

NOW THIS INDENTURE WITNESSETH as follows:

1. The Settlor in pursuance of diverse good causes and considerations moving upon him doth hereby declares that he has before the execution of these presents delivered unto the Trustees the said cash sum of Rs.1,000/- (Rupees One Thousand Only) (the receipt whereof the Trustees do and each of them doth hereby admit and acknowledge) and the Settlor doth





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 **"EMPIRE 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



corpus from time to time either wholly or in part or parts) for the public charitable purposes including -

- (i) Education
- (ii) Relief of the poor
- (iii) Medical Relief
- (iv) Housing *to needy people free of cost.*

as the Trustees may think fit and for one or more of such public Charitable purposes to the exclusion of other or others as the Trustees may think. PROVIDED THAT in carrying out the Educational activities, preference may be given to the members of the Parsi community or any other minority community. PROVIDED FURTHER THAT notwithstanding anything hereinbefore or hereinafter contained, the income as well as the corpus shall be applied and be applicable only to or for such public charitable purposes and objects and subject to such conditions and/or limitations, if any, as may, from time to time be laid down in the Income tax Act, 1961, or any other Act governing the taxation of income as will ensure or make the Trust and its income as eligible for exemption from Taxation under the Income tax Act, 1961, or any replacement or re-enactment thereof or modification thereof or under any other Government Taxation for the time being in force in India.

- b) Without effecting the generality of the foregoing objects or purposes, but subject as aforesaid, IT IS DECLARED that the Trustees shall apply the income of the Trust Funds and may, at the discretion, at any time and from time to time, apply also the Trust Funds or any part or parts of the Trust Funds on any one or more of the following objects or purposes in such proportion and manner in all respects as the Trustees may, in their absolute discretion,





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



as a Trust for public charitable purposes shall not be affected in any manner.

- d. It shall be lawful for the Trustees to give aid by way of donations out of the income or the corpus of the Trust Fund (to any extent they deem fit) or otherwise to different charitable institutions, societies, organisations or trusts which may have been established for the charitable purposes mentioned hereinabove, to enable such institutions, societies, organisations or trusts to start, maintain or carry out such charitable objects as.

5. SURPLUS AND ACCUMULATION :

Subject to the provisions of the Income-tax Act, 1961 or 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 accumulated and invested from time to time in any of the investments in which the Trust Funds are hereby directed or authorized to be invested and the Trustees shall have power in any subsequent year to expand and apply the same in the same manner and to the same extent as if such accumulation or parts thereof had been part of the income of the year or years in which the same is sought to be expanded and applied as aforesaid.

6. ACCOUNTS :

The Trust shall keep and maintain regular accounts of its properties, receipts and expenditure and get the same audited. The accounting year of the Trust will be financial year (i.e. year





ending on 31<sup>st</sup> 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-

cumulative preference shares or equity shares) and debentures and bonds of any limited company or Government or Semi-Government Company or corporation or Co-operative Society in India.

- d) Unit issued by the Unit Trust of India.
- e) In the purchase of any immovable property or any part thereof anywhere in India including leasehold properties for any period and in developing the same.
- f) Deposit of moneys in open, current or any other type of accounts or account with any Bank or Banks or any limited company or Government or Semi Government Company or Corporation or Cooperative Society or any Government or Semi-Government Bodies or authorities in India.
- g) In the purchase or acquisition in India of any flat, office, premises, godowns, factory sheds or any other property or part thereof on ownership basis or as apartment owners or as a member in a cooperative society or a limited company or any other corporate body and of shares and loans, stock in a cooperative society or a limited Company or cooperate body.
- h) In the purchase of any equipment, plant, machinery, vehicles or any other movable property in India.
- i) In taking on hire purchase any plant, machinery, vehicles or any other movable property in India.
- j) In or upon giving loan on the Mortgage or hypothecation of any movable or immovable properties in India either free-hold or leasehold. And the Trustees may at the like discretion vary or transpose the investments from time to time AND IT IS HEREBY AGREED AND DECLARED that the Trustees shall be entitled to make investments hereby





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



presents. The Trustees may also allow the same or any part thereof to be occupied by any employee of any such scheme free from payment of rent or on such terms and conditions as the Trustees may think fit for the furtherance of the objects of charity.

10. TRUSTEES :

- a. The chairman shall preside at all meetings. In the absence of the chairman at any meeting the majority of Trustees who may be present at the meeting shall elect a Chairman for the meeting.
- b. The chairman of the Trust shall be Mr. Rustom Pesi Kerawalla who shall hold office for life.
- c. Notwithstanding anything contained in this Trust Deed, while the said Rustom Pesi Kerawalla holds office as Chairman, all powers, authorities and discretion vested in the Trustees by these presents shall be vested in him alone and all other Trustees for the time being of these presents shall exercise such powers as the said Rustom Pesi Kerawalla may delegate to them and they shall be under this control and shall be bound to confirm to his discretion in regard to all matters pertaining to the Trust Management.
- d. So long as the said Rustom Pesi Kerawalla shall continue to hold office as Chairman, he may from time to time and at any time appoint other person to be the trustee of the Trust and define, limit or restrict their power and fix their duties and may any time without any notice remove any trustee so appointed from office provided that the number of Trustees shall never be less than two and not more than five.





- 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.



12



12. RULES AND REGULATIONS :

It shall be lawful for the Trustees from time to time to frame such rules and regulations for the management and administration of the Trust, its institutions and funds and its properties as they shall think fit and after 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.

13. MEETINGS :

The Trustees shall hold at least one meeting every twelve months and this meeting shall be called the ordinary meeting. The Trustees may also hold additional meetings and such meetings shall be called special meetings such ordinary and special meetings will be held at such time and place as the Chairman may from time to time decide. The Chairman shall keep or cause to be kept the Minute Book.

14. QUORUM :

There shall be quorum when at least 2 Trustees are present at any meeting of the Trustees.

15. CIRCULARS:

Any matter of business of a routine or formal or urgent nature may be determined by circular without meeting of the Trustees provided that it is agreed to unanimously by all the Trustees. In case of a difference of opinion such question shall be dealt with at the next meeting of the Trustees.





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



applied accordingly PROVIDED FURTHER that it shall always be for the Trustees in their absolute discretion to decide whether they should invite or accept any such donations as aforesaid and they shall at all times be at liberty to refuse any donations 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 any such other legitimate means.

- c) The Trustees shall be entitled from time to time to open, maintain, close and operate Bank Account or Accounts in the name of the Trust or in the name of the Trustees or One / two or more of them at such Bank or Banks as He / 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 and either by way of Fixed Deposit or Current Account or any other type of accounts. Any such account may be operated upon by **Mr. Rustom Pesi Kerawalla** alone or if he chooses in association with other Trustees or any other authorized person or persons on their behalf as may be decided by the Trustees from time to time.
- d) It shall be lawful for the Trustees to such time or times as they may in their absolute discretion think fit to sell by public auction or private contract or exchange or transfer or assign or grant lease or sub-lease, etc. (for any term howsoever long or to give on leave and license 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 respects as they may think proper and to buy or





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.



- h) It shall be lawful for the Trustees to raise or borrow moneys required in connection with or in relation to the exercise of their powers under these presents with or without security or mortgage of any property comprised in the Trust fund or from any Bank, Life Insurance Corporation or any Government or Public Bodies or any authorities or financial institutions or from Trustee or Trustees 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 borrowings at such rate of interest and on such terms and conditions as they may in their absolute discretion think fit.
- i) The Trustees shall be at liberty to enter into any arrangement of joint venture with any other institution involved in carrying out charitable activities so also the Trustees shall have power to enter into any sort of collaboration with any institution in India or outside for the purpose of carrying out charitable, educational activities as provided under the Instrument of Trust.
- h) To hire or take on lease or to purchase or otherwise acquire any immovable or movable property for all or any of the purposes of this trust on such terms and conditions as the trustees may think proper.

17. GENERAL :

Trustees can apply and utilize the part of the initial corpus of the Trust and any other fund or funds, they may receive as and by way of donations and/or gift towards the objects of the Trust. They will not be bound to give any cause or explanation in this behalf.



- 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 transferors 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





Trustees for any other moneys or properties shall be sufficient and shall effectually discharge the persons or person paying or giving or transferring the same from being bound to see the application or being answerable for the loss, misapplication, non-application thereof.

22. 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, actually receive notwithstanding their respectively signing any receipts for the same of conformity and shall be answerable and accountable only for their own acts receipts and neglects or defaults or dishonestly respectively and in particular no trustee shall be bound to take any steps to or proceedings against co-trustee for any breach of alleged breach of trust committed by such co-trustees.
23. The Trustees or Trustee of these presents for the time being may reimburse, themselves, himself or herself and pay and discharge out the funds or moneys or in their hands expenses incurred in or about the execution of the said trust and powers of these presents.
24. The Trust will reimburse all expenses incurred by the Trustee or Trustees in respect of day to day affairs and operations of Trust.
25. The Trust may be amalgamated or merged with any other Trust, as the Trustees, may deem fit and proper.
26. The Trust may also be dissolved by the Trustees, by passing a resolution to that effect and in such an event the corpus and properties of the Trust shall be handed over to or transferred to any other Trust having similar objects as the Trustees may deem fit and proper.



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 ]  
in the presence of : ]

*A.P. Kerawalla*

SIGNED AND DELIVERED by the ]  
withinnamed Trustee ]  
Mr. Rustom Pesi Kerawalla ]  
in the presence of : ]

*R. P. Kerawalla*

SIGNED AND DELIVERED by the ]  
withinnamed Trustee ]  
Mr. Mehernosh Ardeshir Talati ]  
in the presence of : ]

*M. Talati*

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Dated this \_\_\_\_ day of \_\_\_\_\_ 2009  
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TRUST DEED

OF

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EMPIRE FOUNDATION  
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d:\server\venus Foundation\Trust Deed Venus Foundation.