

Inquiry No. 1396/16 d/s. U.
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Assistant Charity Commissioner
Greater Mumbai Region, Mumbai

THIS INDENTURE made at Mumbai this 25th day of April, Two thousand and sixteen.

BETWEEN

SHRI. PAVANKUMAR GANESHNARAYAN PODAR of Mumbai Indian inhabitants hereinafter called "THE SETTLER"
(Which expression shall, unless repugnant to the context or contrary to the meaning thereof, mean and include his supervisors or supervisor, heirs executors, administrators and assigns) of the one part.

AND

1. SHRI. PAVANKUMAR GANESHNARAYAN PODAR.
2. SHRI. RAJAN SONU RAWLE.

Both Indian Inhabitants, hereinafter called "THE TRUSTEES" (Which expression shall, unless repugnant to the context or contrary to the meaning thereof, mean and include his/her supervisors or supervisor, heirs executors, administrators and assigns) of the Other part.

WHEREAS the settler is seized and possessed of and is otherwise well sufficiently and absolutely entitled to a sum of Rs. 1,00,000/- (Rs one lakh only).

AND WHEREAS the settler is desirous of setting up a trust for educational and other charitable purposes

AND WHEREAS in pursuance of the aforesaid desire the settler has decided to create an IRREVOCABLE TRUST TO BE CALLED AS PODAR EDUCATION TRUST

AND WHEREAS with a view to carry out the said desire, the sum of Rs. 1,00,000/- (Rs. One lakh only) cash/bank is intended forthwith to be paid to the Trustees for the purposes of being held as corpus fund of THE TRUSTS hereinafter contained:

AND WHEREAS the trustees have consented to act as the first trustees and of these presents and to accept the trusts under these presents as testified by their being parties to and executing these presents

NOW THIS INDENTURE WITNESSETH that in order to effectuate the said desire and for diverse good and valuable considerations, the settler both hereby irrevocably assigns the said sum of Rs.1,00,000/- and all interest and claim and demand whatsoever therein and thereto to hold the same as corpus upon the trusts and with and subject to the powers, provisions, agreement and declarations hereinafter declared and expressed of and concerning the same.

NOW THIS INDENTURE WITNESSETH and it is hereby agreed and declared as follows:

- 1) THE TRUSTEES shall henceforth stand possessed as corpus of the sum of Rs. 1,00,000/- (Rs. One lakh only) in cash/bank and the monies and investment for the time being representing the same and the income thereof upon the trusts and with and subject to the powers, provisions, agreements and declarations hereinafter declared and expressed of and concerning the same as a corpus

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PODAR INTERNATIONAL SCHOOL
AHMEDNAGAR-414 005.

PRINCIPAL
Podar International School
Survey No. 47/2A, Bhusan Nagar,
Link Road, Kedgaon, Ahmednagar-414005
(CBSE Affiliation No. 1131021)

The Mercantile Bank Ltd.

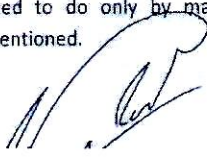
Authorized Signatory

DR. AMBekar RAO, POOLA (EAST)
MUMBAI-400 022

PO
PO BOX NO. 10778-1080
MUMBAI-400 022

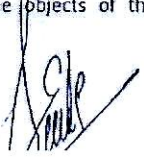
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- 2) IN THESE PRESENTS the expression "the trust fund" shall mean and include
- i) The said sum of Rs.1,00,000/- in cash/bank and the shares and the monies and investments for the time being representing the same;
 - ii) The accumulation of income, additions and accretions of the properties referred to in (i) above; and
 - iii) The donations either in cash/bank or other properties moveable or immovable or otherwise howsoever which may be received by the trustees from time to time for the purpose of these presents.
- 3) a) THE TRUST created by these presents shall be herein known as "PODAR EDUCATION TRUST"(which hereinafter called "the said trust")
- b) The activity of the trust shall be carried on from 85 Podar Centre, 85, Chamber Baug Post Office Lane, Parel T.T., Mumbai – 400 012 (Maharashtra) or such place or places in Mumbai and/or other parts of Maharashtra as the Trustees may decide from time to time. The whole of India shall be the area of activities of the Trust.
- 4) THE charitable purposes for which the said trust shall be one or more of the following purpose to the intent that the same shall relate to anything done within India without reference to caste, creed , religion or nationality and in such shares and proportions and in such manner in all respects as the trustees shall in their absolute discretion think fit and so that the income as well as the corpus of the trust fund shall be applicable or accumulated for applications to such charitable purposes as aforesaid to the intent that any income of the trust of the current year not utilized for any other charitable purpose of these presents shall accumulated with liberty to apply the whole or any part thereof for the charitable purpose as herein mentioned within India. The charitable purpose referred to above shall be as follows:
- The pursuit, advancement and diffusion of education generally; and
 - Without derogating from the generality of the foregoing object:
- i) To establish, takeover and maintain any institution, schools or colleges, to close down any such institutions, schools or colleges and to do all sets, and things, necessary for and conducive for promotions of primary, secondary, higher, commercial, technical, scientific and all other branches of education.
 - ii) To promote and to create social, cultural, educational awakening among Hindi speaking people
 - iii) To establish professorships, lectureships, prize (in the shape of books, cash/bank or otherwise)loans and aids to needy students or fellowships for post graduate students or to provide residential accommodations to students, whether in a hostel belonging to the said trust or in any manner as may be deem fit;
 - iv) To assist educational institutions by grants from income or corpus and in any other ways;
 - v) To enter into any agreements or arrangements with any government, local authority, institutions, body or individual as may appear conducive to the objects of the said trust and to carry out exercise and comply with such agreements and arrangements;
 - vi) To print , publish, distribute or support any publications periodic or not for furtherance of the objects of the said trust
 - vii) To organize and support conferences, seminars, classes and discussions for the promotions of the aforesaid objects or any of them
 - viii) To take over the management of any other Trust of a public character and/ or to represent on the managing or advisory committees or bodies of any charitable institutions trusts; and
 - ix) To do all such other things either alone or in conjunction with others as are incidental or conducive to the attainment of the above charitable objects or any of them.
 - x) To give relief to the poor, medical relief and endorsement of any object of general public utility to extend to which they may be considered as charitable purpose under the law for the time being and for the said purposes or any of them to establishes, take over and/or funds as well as to take all other steps necessary to promote and carry out the said objects or any of them.
- 5) IT IS EXPRESSLY PROVIDED that if any one or more of the objects hereinbefore specified are held not to be the objects of a public charitable nature, the Trustees shall not carry out such objects or object, so that the validity of the said trust as a trust for public charitable purpose shall not be affected in any manner it being the intent that the trustees shall carry out only such objects as are considered to be public charitable objects which are eligible or permissible for a trust which is entitled to exemption from and recognition under the Income Tax Act, 1961 or any statutory modification or re-enactment thereof for the time being in force.
- 6) In the administration of the said trust it shall be open to the trustees to give the relief with they are authorized to do only by making gifts in money but also in kind to the objects of the charity as abovementioned.



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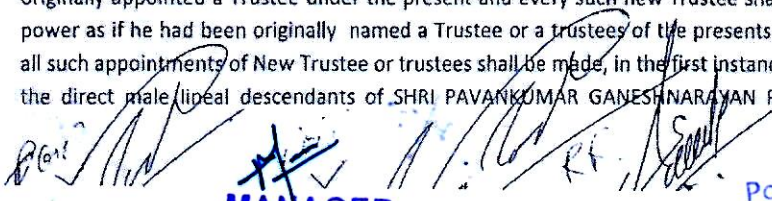


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7) The trustees may, at any time, invite and receive or without such invitation receive donation either from the settler or from any member of the public in India or in abroad by way of donation, grant, legacy, or otherwise of all or any of the objects and purpose mentioned above provided that they are not inconsistent with any other objects of the said Trust. The trustees may allow any such donor to erect a building or buildings on any land belonging to the said trust for being used for any of the objects and purposes thereof. Any such donation may be accepted either with or without special conditions as may be agreed upon between donor and the trustees Provided that such conditions are not inconsistent with the intents and purposes of these presents And provided further that the name of the said trust mentioned in clause 3 hereof shall not be altered. All such donations including building and other immovable properties shall be treated as forming part of the Trust fund being the subject mater of these presents and be applied accordingly AND the Settler direct that he will always be for the trustees in their absolute discretion to decide whether they should invite or accept any such donation, grant or legacy as aforesaid and they shall be at liberty to refuse any donation, grant or legacy without being required to give any reason for such refusal.

8)

- i) The number of the trustees of the trust shall not be more than 10(ten only) nor less than 2(two only).The Trustees who are the parties hereof of the other part and any other person or persons who is or are appointed as Trustee or Trustees of the said trust at any time hereafter shall be and remain the trustees of the said trust during their respective lives until they resign or otherwise vacate their office or are removed as herein provided.
- ii) ANY Trustee may, at any time, resign his/her office as such Trustee by giving to his Co-Trustees, as the case may be, not less than three months notice in writing of his/her intention to do so and upon the expiry of the period mentioned in such Notice, the office of the Trustee or Trustees shall be deemed to be vacated.
- iii) If any of the trustees for the time being these presents shall become bankrupt or insolvent or shall be convicted of any offence involving moral turpitude, then and in any such event, the other trustee or trustees for the time being of these presents may give a notice in writing to the trustee so becoming bankrupt or insolvent or being convicted of any offence as aforesaid at his last known place of abode intimating that he is removed from the office of the trustee of these presents and thereupon such trustee of these presents and such Trustee shall, after receipt of such notice and whenever called upon to do so, do and execute all necessary acts, matters, things and deeds on his part for vesting the Trust Fund in the continuing trustee or Trustees or any jointly with the new Trustee or trustees to be appointed under the provisions in that behalf hereinafter contained;
- iv) IF and so often as the Trustees herein named or any of them or any future trustee or trustees who may be at any time hereafter appointed shall die or be removed from the office of the trustees under the power reserved to the trustees in that behalf or leave and remain out of the republic of India for more than 12 calendar months without obtaining he consent of the other Trustees or desire to resign from or refuse or decline or become unfit or incapable to act in the Trusts of these presents then and so often as the same shall happen, it shall be lawful for the surviving or the continuing trustee or trustees for the time being (and, for this purpose, any retiring or refusing Trustee shall, if willing, to act in the exercise of this power, be considered as continuing Trustee) or for the personal representative or representatives of the last surviving or continuing Trustee to appoint by writing a New Trustee or Trustees (including a bank, company, corporation upon such terms as to remuneration or otherwise as the trustees may think fit)in the place of the Trustees so dying or being removed or going and remaining out of India resigning or refusing or declining or becoming unfit or incapable to act as aforesaid and upon every such appointment the Trust Fund shall with all convenient dispatch and so far as the nature of the properties and other circumstances require or admit of being transferred, be transferred to or vested in the New Trustees or Trustees or solely as the case may be, but every such New trustees upon his appointment as aforesaid may as well before or after the Trust Fund shall have been so transferred or vested execute the trusts and powers of these presents in the same manner as if he had been originally appointed a Trustee under the present and every such new Trustee shall have the same power as if he had been originally named a Trustee or a trustees of the presents PROVIDED THAT all such appointments of New Trustee or trustees shall be made, in the first instance, from amongst the direct male lineal descendants of SHRI PAVANKUMAR GANESHNARAYAN PODAR and their



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- spouses and if there be no such person in existence or being in existence is unwillingly or incapable of acting as a trustee, then any other person will be eligible to be appointed as such new trustee
- v) IT shall be lawful for the person or persons for the time entitled to appoint a new trustee or new trustees hereof to appoint (notwithstanding that no case for appointing a new trustee may exist and subject to the maximum number of trustee hereinbefore provided) any person or a bank, company or corporation to be an additional Trustee or additional Trustees of these presents jointly with the continuing Trustees and in the case of bank, company or corporation upon such terms as to remuneration or otherwise as the trustees may think fit.
- 9) Every Trustee for the time being of these presents and his/her heirs, executors and administrators shall in the events of his death, do and execute all necessary act, deeds and things for duly vesting and transferring over into the name or names of the New Trustees and/or the continuing Trustees as the case may be required the Trust fund and/or such securities shares or any other property belonging to the said trust as may be standing to his individual name or in his name jointly with that of any of the other Trustee by virtue of these presents and all costs attending to the same shall be borne out of the income of the Trust fund
- 10) IT shall be lawful for the Trustees from time to time to frame such rules and regulations for the management and administration of the said trust as they shall think fit and to alter or amend 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 the said trust.
- 11)
- i) THE trustees shall form and regulate their own procedure relating to the meetings of the Board trustees and shall fix the quorum for the meetings.
 - ii) A meeting of the Trustees for the time being at which quorum is present shall be competent to exercise all or any of the authorities, powers and discretion by or under the said Trust vested in the Trustees or otherwise exercisable by them. This provision shall also apply to any exercise of power of authority or discretion of the trustees by an instrument in writing as mentioned in Clause 12 below.
 - iii) The Trustee shall from amongst themselves elect any one of the trustees to take the chair the meetings of the Trustees. The chairman shall preside at such meeting.
- 12) EVERY power authority or discretion conferred upon the Trustees shall be exercised or signified either by some instrument in writing to be signed by all the Trustees or such them as may desire to vote or by the Resolution passed by the Trustees as hereinafter provided.
- 13) IT shall be lawful for the Trustees to decide by circular and such resolution or decision shall be effective as a resolution or decision of the Trustees' meetings.
- 14) IN case of difference of opinion arising amongst the Trustees and in all matters wherein the trustees shall have a discretionary power the votes of the majority of the Trustees for the time being voting in the matter shall prevail and be binding on the minority as well as on those Trustees who may not be present or who may not have voted and, if the trustees shall be equally divided in opinion, the matter shall be decided according to the casting vote of the chairman of the meeting. This clause shall also apply to any exercise of the power or authority or discretion of the Trustees by instrument in writing as mentioned in clause 12 and clause 13 above.
- 15) THE trustees shall keep or cause to be kept a minute book of their proceedings and proper books of account and the accounts shall be audited by Professional Chartered Accountants or Auditors.
- 16) The trustees shall be entitled, from time to time, to open, operate and maintain a banking account in the name of the said Trust at such bank or banks as they may from time to time decide and may at any time pay or cause to be paid or withdraw 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 deposits, current or any other account. Accounts shall be operated by the signature of one of the trustees.
- 17) THE trustees shall be at liberty to form one or more committee consisting of themselves or one or more of them and such other person or persons as they may think fit to co-opt from time to time for the purpose of the management and administration of the said trust or of any particular activity thereof and to fix the remuneration of members of such committee, the trustee shall be entitled to frame the constitution of such committee as also to frame rules and regulations for the management and conduct of the meetings of such committee the trustee shall be entitled to delegate to such committee such powers as they may consider proper and desirable of which can be delegated by law for proper administration of the trust


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18) The Trustees for the time being of the said trust shall be entitled to appoint a managing trustees for the purpose of management of the said trust and the purpose of management of the said trust and supervision and management of trust fund and the income thereof and administration and management of the said trust. The managing trustee shall devote his or her attention to the management and administration of the said trust and shall Endeavour to the best of his or her ability to further and to promote the objects and purposes of the said trust and shall be said such remuneration as the trustees may decide

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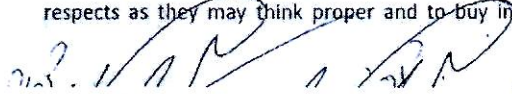
a) The trustees shall be entitled to invest the Trust Estate or such other funds of the Trust not immediately required, in any schedule Bank or Banks in fixed or current accounts or in any of the investments authorized by the Bombay Public Trust Act, 1950, and the statutory amendments, modifications of re- enactments thereof for the time being in force or the Rules made thereunder and/or under the provisions of the Income-tax Act, 1961 as may be in force from time to time.

In acquiring by purchase or on lease or otherwise any immovable property of any tenure including leaseholds in any part of India including the acquisitions of Fazandari or lessors' rights in property and, in case of vacant land, the trustees shall be at liberty to erect buildings thereon out of the Trust Fund which may be let out on such terms as the Trustees may deem fit; and

b) The trustees shall have full and absolute liberty and authority, from time to time, to vary or transfer such investment or any of them into or for others of the same of a like nature and to sell any investments at such price and subject to such terms and such conditions and in such manner as they, the Trustees, shall in their absolute and uncontrolled discretion think fit.

20) It shall be lawful for the Trustees to construct , build , erect building , houses or tenements, pull down, renovate , rebuild, alter adopt, improve and to develop or repair any immovable properties comprised in the trust fund and to expend for all or any of the above purposes such monies out of 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 names or the name of one or more of them to become members of any co-operative society or other like Institution for the protection benefit and improvement of the Trust Fund or any property compromised therein as also to enter into such contracts and take such other actions and proceedings for the purpose of such protection benefit or improvement and to pay all fees and subscriptions and defray all charges and expenses as may be considered proper. The Trustees shall also be entitled to enter into any agreements or covenants with all the owners of or persons interested in any other 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, lightning or civil commotion or other risks or loss as the trustees may think proper from time to time but no liability shall attach on the Trustees or any of them by reason of any property remaining uninsured or insufficiently insured in any way. The Trustees shall also have the power after paying all rents, rates, taxes and other outgoings and expenses out of the rents and profits of any immovable properties to set aside out of the balance thereof from time to time such sums of money as the trustees consider proper to meet the expenses of 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 mean time to invest the same in the manner authorized by the said trust. It shall also be lawful for the trustees to permit any immovable property forming part of the Trust Fund to be held used land enjoyed for the purpose of any scheme of charity or other purposes of the said Trust.

21) It shall be lawful for the Trustees at 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 for any term however long or otherwise dispose of all part of the Trust Fund including the immovable properties comprised therein and on such terms and conditions relative to title or otherwise and in all respects as they may think proper and to buy in and rescind or vary or contract for sale exchange



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- transfer assignment lease of other disposition and to resell the same or either into a fresh contract for exchange transfer assignment or other disposition without being answerable loss occasional thereby and for such purpose to execute all necessary conveyances deeds of exchange, assignments, transfer, lease, sub-lease, counter parts and other assurances and to pass give and execute necessary receipts releases and discharges for the consideration moneys or otherwise relating to the documents and assurances. All moneys arising from any such transfer or other assurances shall be deemed to be a part of the Trust Fund and shall be applicable accordingly.
- 22) Upon any sale or other transfer by the Trustees under the power aforesaid the Purchaser or Purchasers; Transferee of transferees dealing bonafied with the Trustees shall not be concerned to see or inquire whether the occasion for executing or exercising such power has arisen or whether the provisions as to the appointment and retirement of Trustees herein contained have been properly and regularly observed and performed. Neither the purchaser or purchasers nor transferee or transferees shall be concerned to see to the application of the purchase money or other considerations or be answerable for the loss misapplication or non-application thereof.
- 23) SUBJECT to the provisions of Clauses 16, 17 and 18 the receipt in writing of the managing trustees and one other trustees of the said trust and in the absence of the Managing Trustee, of any two trustees for any sum of money payable to or receivable by the said trust or for any income of the trust fund or for any documents of title or securities papers or other documents or for any other moneys or property forming part of the trust fund shall be sufficient and shall effectually discharge the person or persons paying or giving or transferring the same from being bound to see to the application or being answerable for the loss misapplication or non application thereof PROVIDED THAT if such income or sum or the monetary value of such property as aforesaid does not exceed RS. 1,00,000/- the receipts in writing of the Secretary, Manager or a Clerk or Mehta authorized in that behalf shall be a sufficient and effectual discharge for the same.
- 24) The Trustees, may, from time to time, appoint one or more secretaries, treasurers, supervisors, clerks and other officials and employees and servants as the Trustees may deem expedient and fix their remuneration. The Trustees Fund, Gratuity Fund, Pensions and other funds for any employees and make rules and regulations regarding the payment thereof.
- 25) The Trustees shall have the power at their discretion instead of acting personally to employ and pay and agent (including banks) to transact any business or to do any act, whatsoever in relation to the said trust including receipt and payment of money without being liable for loss and shall be entitled to be allowed and paid all charges incurred thereby.
- 26) It shall be lawful for the Trustees to settle all accounts and to compromise, compound, abandon or refer to arbitration any action proceedings or disputes claims demands or things relating to any matter in connection with the said trust and to do all other proper things for such purpose without being responsible for any loss occasioned thereby.
- 27) The Trustees may deposit by way of custody any documents or securities held by them relating to any property belonging to the said trust with the bank or banker and may pay any sum payment in respect of such deposit. Any deposit may be kept in the names of or be operated by any two or more Trustees.
- 28) THE Trustees shall have the power to determine in case of doubt whether any money or property shall for the purpose of the charity be considered as capital for income and whether shall or ought to be paid borne any and every such determination shall be binding and conclusive provided that nothing therein contained shall be deemed to authorize the trustees to spend the income or corpus of the trust Fund for any purpose not authorized by the presents.
- 29) THE Trustees shall be respectively chargeable only for such Trust Funds and income including money stock funds shares and securities as they shall actually receive notwithstanding their respectively signing any receipt for the sake of conformity and shall be answerable and accountable only for their own acts receipts neglects or defaults and not for those of the other or others of them nor for any banker, broker, auctioneer or agent or any other person with whom or into whose hands any trust Fund or trust income may be deposited or come nor for the insufficiency or deficiency of any stocks funds shares or securities nor for any other loss unless the same shall happen through their own willful default or dishonestly respectively and in particular no Trustees shall be bound to take any steps or proceedings against the Co-trustees for any breach or alleged breach of trust committed by such Co-trustees
- 30) THE trustees may reimburse themselves and pay and discharge out of the trust funds or moneys in their hands all expenses incurred in or about the execution of the said trust. It is however expressly agreed


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and declared that the trustees shall be entitled to be paid their actual expenses (traveling and hotel etc.) which may be incurred by them in the performance of their duties as Trustees.

- 31) IF any Trustees shall be a lawyer, accountant, medical practitioner or person carrying on any other profession, he or his firm shall be entitled to charge for his or their services including usual profit costs and charges in spite of the fact that he shall be a trustee of the said Trust as if he had not been a Trustee
- 32) THE Trustees shall in case where any aid is proposed to be given for charitable purpose to any institution, association, society, organization, body or trust ascertain whether the objects of such institution, association, society, organization, body or trust in accordance with the objects of the said and if so satisfied may give donations to such institution, association, society, organization, body or trust, for being utilized only for such objects which are charitable.
- 33) IT IS HEREBY EXPRESSLY AGREED AND DECLARED that the trustees shall have the power by a unanimous resolution in that behalf and after obtaining the previous sanction of a competent court of Law to modify or terminate any of the objects found inconsistent with the charitable objects
- 34) THE said trust shall be and remain irrevocable for all times and the Settler doth hereby also release relinquish, disclaim, surrender and determine all his rights, title, interest or powers in the trust fund.
- 35) The said trust, if dissolved in any circumstances, trust properties shall be donated to another trust with the similar object subjects to the provisions of the Bombay Public Trusts Acts, 1950 or approvals/consents applicable under any other law or laws and further subjects to the approval of competent courts, if so required. After the donation / disposal of the entire Trust estate/ Trust Fund as aforesaid the Trust shall stand extinguished on and from the said date and the Trustees shall be discharged and shall stand discharged off all their liabilities and obligation herein.

IN WITNESS WHEREOF the parties hereto put their hands on the day and year hereinabove mentioned:

SIGNED AND DELIVERED by the

Within named

SHRI. PAVANKUMAR GANESHNARAYAN PODAR

THE SETTLER

In the presence of..... C A Kirt Subq

SIGNED AND DELIVERED by the

Within named

SHRI. PAVANKUMAR GANESHNARAYAN PODAR

Trustee of the said trust

In the presence of..... C A Kirt Subq

SIGNED AND DELIVERED by the


Within named

SHRI. RAJAN SONU RAWLE.

Trustee of the said trust

In the presence of..... C A Kirt Subq


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