

10 MAR 1986

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Charvy Commissioner
Region, Bay

T R U S T D E E D

THIS DEED OF TRUST made at Bombay this 1st day
of July in the year One Thousand Nine Hundred and
Eighty Six BETWEEN (1) VICTOR D'MELLO son of late
Anthony D'Mello; (2) RAJANI ACHARYA son of late Durga
Shankar Acharya; (3) AMRIT RAGHUNATH KINI son of late
Raghunath Ramchandra Kini; (4) MOHEEN DHANKOT son of
late Gulamhusain Dhankot and (5) HARKISHANSINGH
BAKSHUSINGH ADVANI son of late Badkishusingsh Advani,
all of Bombay, Indian Inhabitants ~~being~~
~~and being~~ their
~~Common~~ having its office at the Willingdon Catholic
Gymkhana, Church Avenue, Santacruz West, Bombay 400054
(hereinafter for the sake of brevity referred to
individually as "Settlor" and collectively as "SETTLORS")

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of the One Part AND (1) VICTOR D'MELLO ~~and as xxxxx xxxxxxx~~
~~xxxxxx~~ (2) RAJANI ACHARYA (3) AMRIT RAGHUNATH KINI
(4) MOHSIN DHANKOT (5) HARKISHANSINGH BANTHUSING ADVANI
(6) DERRYL MENEZES and (7) DAULAT LUND all of Bombay,
Indian Inhabitants being the charter Members of the
Lion's Club of Bombay, Willingdon Crescent having its
office at the Willingdon Catholic Gymkhanap Church
Avenue, Santacruz West, Bombay 400 054 (hereinafter
for the sake of brevity referred to individually as
"the Holding Trustee" and collectively as "the Holding
Trustees" which expression shall wherever the context
so requires or admits shall mean and include all or
any of the Holding Trustees of the Fund hereinafter
mentioned) of the Second Part AND (1) RAJANI ACHARYA
(2) AMRIT RAGHUNATH KINI (3) MOHSIN DHANKOT

(4) HARKISHANSINGH BAKHSHUSINGH ADVANI (5) DERRYL MENEZES
(6) DAULAT LUND, the President, the Second Vice-President,
the Hon. Secretary, the Jt. Secretary, the Treasurer and
the Jt. Treasurer respectively of the LIONS CLUB OF
WILLINGDON CRESCENT (hereinafter referred to as "the
Executive Trustees") of the Third Part;

WHEREAS the Lion's Club of Bombay Willingdon
Crescent which was ~~xxx~~ inaugurated on the 15th day of
November 1985 at the Willingdon Catholic Gymkhana,
Santacruz West, Bombay 400 054.

WHEREAS the said ^{Settlers} ~~Members of the Lion's Club of Bombay Willingdon Crescent~~
~~Charity Fund~~ collected and set apart a sum of Rs.1,000-00
(Rupees One Thousand only) for charitable, benevolent
and public purposes and objects which are not to be of
benefit to any particular community.

AND WHEREAS the ^{Settlers} ~~Members of the Lion's Club of Bombay Willingdon Crescent~~
~~Charity Fund~~ decided to set up and establish a Trust to be
known as " LION'S CLUB OF BOMBAY - WILLINGDON CRESCENT "
CHARITY FUND " and the said sum of Rs.1,000/- (Rupees
One Thousand only) standing to the Charity Fund Account
of the Lion's Club of Bombay-Willingdon Crescent has
been handed over by the Settlers to the Holding Trustees
named herein to be held by the said Holding Trustees
upon trust and subject to the powers and duties herein
declared and hereinafter mentioned:

AND WHEREAS the Settlers, the Party of First
Part have requested the said Holding Trustees the Party
of Second Part and Executive Trustees the Party of
Third Part which they agreed to do and testify to the

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same by executing these presents, the Parties hereto are therefore desirous of executing a formal Declaration of Trust declaring the Trust and purpose upon and for which the said Fund is held by the Holding "Trust upon trust and subject to the powers and duties herein declared and hereinafter mentioned :

NOW THIS DEED WITNESSETH AS UNDER :

1. The Trust hereby constituted shall be known as "LION'S CLUB OF BOMBAY - WILLINGDON CRESCENT CHARITY FUND".

2. The term "Fund" or "TrustFund" shall mean and include the sum of Rs. 1,000/- (Rupees One Thousand Only) held by the Holding Trustees now and all future and further contributions made by the Lion's Club of Bombay - Willingdon Crescent together with all additions, accumulations and accretions therefrom and conversion and/or investments thereof for the time being and from time to time and in whatsoever form they may be.

3. Upon the execution of this Deed the trust and fund shall vest in the Holding trustees hereinafter mentioned and the said Holding Trustees shall maintain, manage and administer the Fund in accordance with the terms and covenants herein mentioned as also in accordance with the Articles and By-laws of the Lion's Club of Bombay - Willingdon Crescent (hereinafter for the sake of brevity referred to as "the said Club").

4(a). The Board of Trustees of the Lion's Club of Bombay Willingdon Crescent shall not be less than three and more than nine trustees.

(b) The Board of Trustees shall be constituted from amongst the Holding Trustees, the Executive Trustees and the Directors of the said Club.

(c) The duly elected President; one of the Vice Presidents, the Honorary Secretary, the Joint Secretary; the Treasurer and the Joint Treasurer of the said Club shall be the Executive Trustees of the said Fund. In addition thereto the said Club and the Executive Trustees may appoint additional Trustees from amongst the Board of Directors of the Club. Such appointments shall always be done by a Deed Poll by the Executive Trustees.

(d) The First Board of Trustees of the said Fund shall be as follows :

- (1) Rajani Acharya (2) Amrit R. Kini
- (3) Mohsin Dhankot (4) Harkishansingh Advani
- (5) Derryl Menezes and
- (6) Daulat Lund.

5. The Holding Trustees of these presents shall act as Holding Trustees until they resign or cease to be members of the Lions Club of Bombay Willingdon Crescent or otherwise vacate their office or are removed as herein after provided.

6. The President of the Lions Club of Bombay Willingdon Crescent appointed or elected by the members of the Lions Club of Bombay Willingdon Crescent every year shall be the Chairman of the Board of Trustees who shall preside over all meetings of the Board of Trustees and if he is absent the Holding Trustees shall elect one of the trustees to act as Chairman of that meeting.

7. The Holding Trustees shall collect, recover and receive gifts, donations, interest, dividends, rent, profits and other income of the Trust Fund and Property and pass necessary receipts therefor. The Holding Trustees shall pay from time to time/at all times as and when the same become due and payable, all costs, charges, expenses and outgoings incidental to or in any manner connected with the Trust and the management and maintenance, protection and preservation of the Trust Fund and property and execution of the Trusts and powers and provisions contained in these presents.

8. After payment of and/or providing for all the costs, charges, expenses and outgoings as aforesaid, the Holding Trustees shall pay and apply the balance of the income and profit (hereinafter referred to as "the net income") of the said Trust Fund and property to one or more of the following objects of the Trust, as the said Trust may think fit, without making any distinction as to caste, creed or religion :-

"For advancement and propagation of sports education, health, youth welfare, for the relief of the poor, the infirm, the aged and needy; other objects of general public utility and/or interest which will improve hygiene, social environment, etc."

9. Without prejudice to the generality of the above and by way of illustrations the objects for which the trust fund may be utilised are enumerated below:-

- 1) To set up stadiums, sports complexes, play grounds, gymnasiums, health resorts health clubs, rest-rooms, medical check-up centres, etc.

12. The Holding Trustees shall invest all moneys requiring investment in or upon any of the securities shares and first legal mortgages or free-hold or leasehold properties and according to the provisions contained in the Bombay Public Trust Act, 1950, with power of transpose or vary such investments from time to time, if so required, by the Executive Trustees in such manner as the Executive Trustees may think fit in like investments as prescribed and/or construction of buildings or centres.

13. The Holding Trustees shall be entitled to hold and arrange for exhibitions, shows, cinemas and all forms of entertainments and drives for the purpose of raising funds and also arrange for collections of monies by advertisements, distribution of leaflets, pamphlets, etc. from the members of the Lions Club of Bombay Willingdon Crescent and its guests and public in general and receive donations, gifts, subscriptions, etc. in cash or kind for the purpose of its objects in India and abroad and to defray all expenses and outgoings thereof. The Executive Trustees shall have powers in their discretion to accept upon such terms and conditions as they may think fit any donations, grants, leases, licences, gifts or contributions in any form including moveable or immovable property which any person or persons, firms, body corporate or institutions may be desirous of making or giving to the Trust provided the terms of acceptance thereof shall not in any way be inconsistent with or repugnant to the objects of these presents and if no conditions are attached to any such donations, contributions, gifts, licences, grants, the same shall be treated as having been given in furtherance of the objects of these presents and shall form part of the Trust Fund and property and the Trustees shall be entitled to treat the same in the same manner as the Trust Fund and property hereof.

14. The Holding Trustees may purchase or take on lease or Leave and Licence any land or immovable property and may construct any building or structure from out of the Trust Fund for the purpose of or in connection with the aforesaid objects of the Trust as the Executive ~~Trust~~ Trustees may deem fit. The Trustees may let or demise or give on Leave and Licence any land or immovable property forming part of the Trust Fund or immovable property forming part of the Trust Fund to any institution or a body of persons for such period and on such terms and conditions as the Executive Trustees may think fit. The Trustees may sell any land or moveable and/or immovable property forming part of the Trust upon such terms and conditions as the Executive Trustees may consider it ~~of~~ proper and beneficial to the Trust by a Resolution passed by the Board of Trustees to that effect in writing at a properly ~~xxx~~ convened meeting.

15. For the purpose of the utilisation of the net income of the Trust Fund, the Executive Trustees shall be entitled from time to time to open and maintain accounts with any Scheduled and/or Nationalised Bank or Banks and the same shall be operated upon by the Honorary Secretary and the Treasurer for the time being of the Lions Club of Bombay Willingdon Crescent or by any such other person in his/their absence as may be decided upon from time to time by the Executive Trustees and notified to the Bank/ Banks.

16. The Executive Trustees shall from time to time decide how the net income of the Trust Fund should be utilised.

17. The Secretary and Treasurer of the Lions Club of Bombay Willingdon Crescent shall be ex-officio Secretary and Treasurer respectively of this Trust and they shall regulate their proceedings and otherwise act in the matters in the same manner as they would do at the meeting of the Board of Directors of the Lions Club of Bombay Willingdon Crescent and Rules regulating the same for the time being shall apply mutatis mutandis to this Trust.

18. Any of the Holding Trustees may at any time resign from his office of Trustees by giving one month's notice to his co-trustees and upon the expiry of such period, such trustees shall be deemed to have vacated his office.

19. In case any of the Holding Trustees for the time being of these presents shall become bankrupt or insolvent or shall be convicted of a Criminal offence involving moral turpitude or ceases to be a member of the Lions Club of Bombay Willingdon Crescent on the Executive Trustees for any reason think fit so to, then and in every such case it shall be lawful for the Trustees to give notice to such Holding Trustee so becoming Bankrupt or insolvent or being convicted of any criminal offence involving moral turpitude or ceasing to be a member of the Lions Club of Bombay Willingdon Crescent or in respect of whom the requisite resolution is passed and notice of which is given to him at his last known place of abode in Bombay intimating that he is removed as a Trustee of these presents and thereupon he shall cease to be a trustee and he shall after receipt of such notice and whenever called upon to do so execute all necessary acts and deeds matters and things on his part

for vesting the Trust Fund in continuing or surviving trustees or Trustees jointly with the new Holding Trustees or Trustees to be appointed under the provisions in that behalf hereinafter contained.

hereinbefore named or any of them or any future Ho
20. If and so often as the Holding Trustees/who may be at any time hereinafter appointed shall die or retire by rotation or is removed from office of the Trustee under the powers for the purpose contained in the last proceeding clause or go and remain out of the Republic of India for a period of more than 12 months without the leave of his co-trustees or be desirous of being discharged from or refuse or decline or become unfit or incapable to act in the aforesaid Trust, then and so often as the same shall happen it shall be lawful for the Executive Trustees to appoint a person or persons who must be a member of the Lions Club of Bombay Willingdon Crescent to be holding Trustee or Trustees in the place of such Holding Trustee or Trustees so dying or retiring or being removed or going or remaining abroad or desiring to be discharged or refusing or declining or becoming unfit or incapable to act as aforesaid for the time being herein (as the case may be) and on every such appointment Trust Fund and property shall become vested in the new Holding Trustees or Trustees jointly with the surviving or continuing Trustee or Trustees of these presents.

21. Each of the said Holding Trustees for the time being of these presents hereby bind himself and his heirs, executors, and administrators in the event of his death to all necessary acts deeds matters and things for duly vesting in and transferring over unto the name or names of the new Holding Trustees or Trustees the Trust Fund and property as may be standing in his individual

name or in his name jointly with any of the Trustees by virtue of these presents and all costs attending the same shall be borne out of the net income of the Trust Fund.

22. The Holding Trustees shall not be entitled to receive commission or brokerage or any other remuneration or any other type and notwithstanding their signing any receipt for the same of confirmity shall be respectively answerable and accountable only for their own costs, receipts, neglects or defaults and not for those of other or of any bankers or other persons with whom or into whose hands any Trust moneys or funds or securities or deficiency of any stock, fund, deposit or securities nor for any other loss unless the same shall happen through their own wilful default respectively.

23. The receipt in writing of any two of the trustees or the duly authorised Secretary or Treasurer or an authorised representative of the Lions Club of Bombay Willingdon Crescent for the time being by virtue of these presents or in the execution of any of the trusts or powers shall be sufficient and effectual discharge for the same respectively and that the person whom such receipt shall be respectively given shall not be answerable or accountable for the loss, misapplication or non-application thereof or be in any way bound to see to the application thereof or of the money thereby acknowledged to have been received by the Trustees on behalf of the Trust.

24. The Holding Trustees shall be respectively entitled to and may reimburse themselves or apply and

discharge out of the income of the Trust Fund and proper in priority to any other expenses thereof, all expenses incurred by the said Trustees in or about the execution of the trust and powers of these presents including the costs, expenses and fees to be incurred and paid on change of investments, the expenses of keeping and publishing the accounts of the Trust Fund and property, the legal expenses and fees paid to Advocates, Accountants, Auditors and such other professional advisers. Provided that all such costs and expenses as aforesaid shall in the first instance be met and defrayed whether settled or not from the income of the Trust Fund and property so far as the same shall extend.

25. The Holding Trustees shall get the accounts of the Trust Fund audited and comply with the provisions of the Bombay Public Trust Act, 1950 or any amendments or modifications thereto.

26. The Holding Trustees shall have full powers to compromise or compound or submit to arbitration all actions, suits, and other proceedings and all differences and disputes touching the Trust Fund and/or the Trust Property and to refer such differences or disputes to arbitration and to adjust and settle all accounts relating to Trust Fund and/or trust property and to do all other acts, deeds, matters and things as fully and effectually as if they were absolutely entitled to the Trust Fund and/or Trust property without being liable for any loss occasioned thereby.

27. It shall be lawful for the Holding Trustees to decide any issue or matter by circular resolution and such decision or resolution shall be as effective as a

resolution passed by the Trustees at a properly convened meeting.

28. The Holding Trustees shall have power to regulate their proceedings and if necessary to frame necessary rules and regulations for any purpose of the Trust and for carrying out the objects of the Trust or in connection with the meetings of the Trustees and ~~and~~ amend, add to or alter the same from time to time and as and when required by majority vote.

29. In case of difference of opinion amongst the Holding Trustees with regard to the execution or application of the Trust or powers herein contained or with regard to the interpretation of these presents or anything to be done or omitted to be done in relation hereof the opinion of the majority shall prevail and in case of equality of votes the Chairman of the meeting of the Board of Trustees shall have the casting vote.

30. The Trust shall be dissolved when the corpus of the Trust Fund has been utilised to the last paise and the Trustees are unable to or do not expect to collect any further donations and/or contributions for carrying out the objects of the Trust or the Trust is amalgamated with any other Trust having similar objects as of these presents. The Trust shall be dissolved by the Trustees by passing a resolutions to that effect.

31. In these presents the words importing singular shall include plural and vice versa.

IN WITNESS WHEREOF we the Holding Trustees and Executive Trustees have hereunto set and subscribed the respective hands and seals the day and year first hereinafores written.

SIGNED AND DELIVERED by the within)

named Settlers :)

1. Shri Victor D'Mello S/o. late)
Anthony D'Mello)

2. Rajani Acharya s/o. late Shri)
Durga Shankar Acharya)

3. Amrit R. Kini s/o. late Shri)
Raghunath R. Kini)

4. Mohsin Dhankot s/o late Shri)
Gulamhusain Dhankot)

5. Harkishansingh B. Advani s/o)
late Shri Bakhshusingh Advani)

in the presence of H. H. H.)

C. M. M.

A. Acharya

Amrit R. Kini

Mohsin Dhankot

H. H. H.

SIGNED AND DELIVERED By within named)

HOLDING TRUSTEES :)

1. Shri Victor D'Mello)

2. Shri Rajani Acharya)

3. Amrit R. Kini)

4. Mohsin Dhankot)

5. Harkishansingh B. Advani)

6. Derryl Menezes)

7. Daulat Lund)

in the presence of H. H. H.)

C. M. M.

A. Acharya

Amrit R. Kini

Mohsin Dhankot

H. H. H.

Derryl Menezes

Daulat Lund