

*Khivraj
Foundation*

5860

Navaratanmullthordia

P. S. WATHI

29.1.95

P. S. WATHI
STAMP VENDOR,
L. C. No. 20515/79,
MOUNT ROAD, MADRAS-2

THIS DEED OF PUBLIC CHARITABLE TRUST executed at MADRAS this the 5th day of JANUARY, 1996 by SHRI NAVARATANMULL CHORDIA, son of (late) Shri KHIVRAJ CHORDIA, aged about 52 years residing at 12, General Muthiah Mudali Street, Sowcarpet, MADRAS-79 HEREINAFTER REFERRED TO AS THE FOUNDER which term and expression shall mean and include his heirs, executors, administrators, legal representatives and assigns WITNESSETH AS FOLLOWS :

WHEREAS the aforesaid SRI NAVARATANMULL CHORDIA the founder of the Trust was desirous of constituting and creating a Charitable Trust for the purpose of imparting education, medical relief to the poor and needy public and to carry out other activities for the welfare of the public in general and for other objects detailed hereunder and

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36/10
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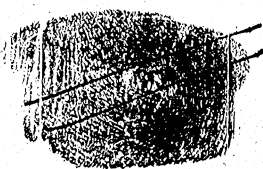
presented in the office of the
S.D.O. Sowcarpet and
of Rs. 15.00.
between the hours of 11.12
on the 7th Feb 1996

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1. Navaraj Chordia
N. K. Chordia



ACQUITTANCE



~~Navaraj Chordia S/o Khiraj Chordia
No. 12 General Muthiah
Mudali Street,
Sowcarpet, Madras. 79.~~



Navaraj Chordia S/o Khiraj Chordia
No. 12 General Muthiah
Mudali Street,
Sowcarpet, Madras. 79.



That (11.12 S/o) Navaraj Chordia
do -



Ch. S/o }
do -

CERTIFIED BY

K. Srinivasan
(K. SRINIVASAN) S/o V. K. Rajah Dikshidar
No 123, 2nd St, Sankar Nagar Pannal
Madras. 75

Kumar S/o Baba No 8. M.R.C. Road. Dham. N. 16.

7th February 1996

On this
S.D.O. Sowcarpet

29.11.95

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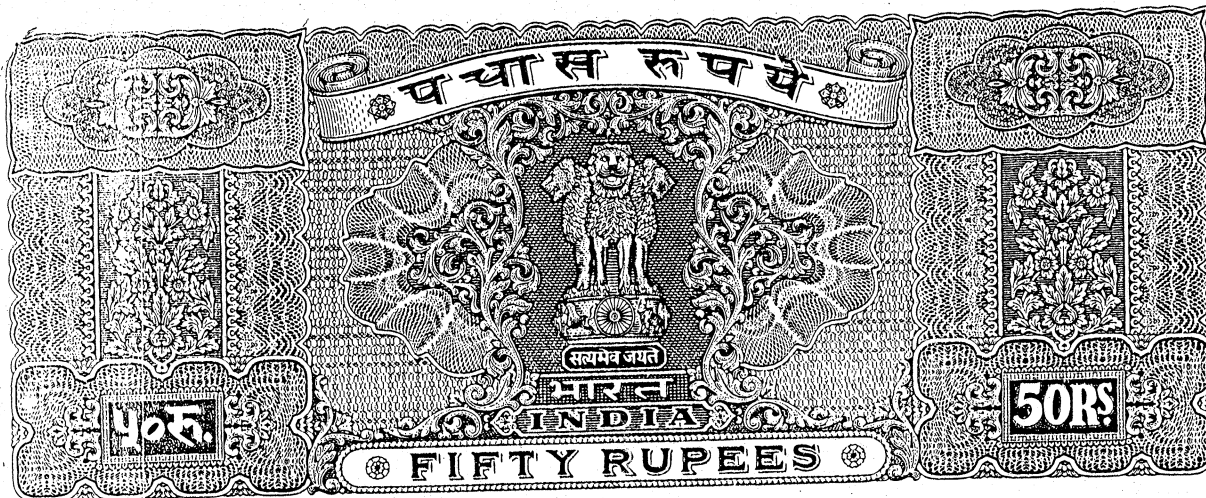
P. SARKISWATHI,
STATIONER, 1 FLOOR,
L.C.P. 22515/79.
MOUNT ROAD, MADRAS-2

1. SRI AJIT KUMAR CHORDIA, son of SRI NAVARATANMULL CHORDIA aged about 32 years, residing at 12, General Muthiah Mudali Street, Sowcarpet, Madras 600 079.

Harvard College

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Fruit Club



Kanthadevi

P. 8000297
P. SARASWATHI
 STAMP VENDOR,
 L. C. NO: 22515/79.
 MOUNT ROAD, MADRAS-2

2. **SRI BHARAT KUMAR CHORDIA** son of **SRI NAVARATNAMULL**
CHORDIA about 23 years, residing at 12, General Muthiah
 Mudali Street, Sowcarpet, Madras - 600 079.

1. The above named trustees along with the founder trustee have agreed to be the First Trustees of these presents as is testified by their joining and executing these presents.
2. The Founder for effectuating the said desire and in consideration of the premises stated hereinbefore doth hereby pay and transfer 'IRREVOCABLY' to the 'TRUSTEES' the sum of Rs.1,001/- (Rupees one thousand one only) have and to hold, receive and take all the said moneys upon the Trustees for ever upon Trust and subject to the powers, provisions, agreements and declarations hereinafter contained and concerning the same.

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3. The Trust shall be known as 'KHIVRAJ FOUNDATION'
And hereinafter referred to as the "Trust".

4. The administration of the Trust shall be carried on
at 12, General Muthiah Mudali Street, Sowcar pet,
Madras 600 079, or at any other place or places as decided
by the Board of trustees from time to time.

5. The persons specified in clause '1' above along
with the founder of the trust shall form the Board of
Trustees. The Board of Trustees shall consist of a minimum
of 3 trustees and a maximum of Nine trustees. The board
of Trustees shall administer the Trust diligently and
faithfully. They shall have all the power for administra-
tion and management of the Trust including the following;

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That

- a) To take possession of the Trust fund and administer the same.
- b) To acquire properties, movable and immovable for the Trust and to sell the same.
- c) To receive donations, gifts, endowments etc. to the Trust fund in cash or in kind.
- d) To open and operate Bank accounts either individually or jointly acting for and on behalf of the Trust whether the balance is to the credit or otherwise.
- e) To invest the Trust funds from time to time in any manner they may deem fit subject to such statutory regulations such as Indian Income Tax Act, The Trust Act etc.
- f) To receive the income of the Trust.
- g) To incur expenditure for the administration of the Trust and for the objects of the Trust.
- h) To obtain loans by securing the properties of the Trust or otherwise from Banks, Financial Institutions, or any other person or organisation.
- i) To represent the Trust in any forum in any affair and to initiate any action against any person, organisation or authority for and on behalf of the Trust.
- j) To co-opt any member to the Board of Trustees and fill in any vacancy in the Board.
- k) To vest any power to the Board of Trustees for the efficient management and administration of the TRUST.

NC Karan Singh

AKC * [Signature]

BKC * [Signature]

l) To resign from the Board of Trustees by giving two calendar months notice in writing.

m) To delegate any powers or duties to a sub-committee of the Board of Trustees or a Trustee or to any other person or persons as the Board may deem fit.

n) To conduct meetings for the administration of Trust and to form rules and procedure for the conduct of said meetings.

6. The objects and purposes of the TRUST are:

a) To promote education and render all services in this regard

b) To provide medical relief & services to one and all

c) To work for the relief of the poor.

d) To propagate and preserve the Indian Culture, traditional Indian crafts and Indian philosophy, Yoga, Music and Fine arts.

e) To promote, implement and work for any other object of public utility.

The Trustees are fully empowered to do and perform any thing and every thing to carry out these objects and they are further empowered to elaborate and expand these objects and determine and formulate details of these objects.

It is declared further:

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i) The above objects and the detailed objects formulated by the Board of Trustees shall be independent of each other.

ii) The objects of the Trust shall not be restricted on the basis of caste, creed or community or religion or sect.

iii) The objects and activities of the Trust shall be restricted to India.

iv) The objects of the Trust are not profit oriented or motivated.

7. The TRUSTEES shall maintain proper accounts and shall adopt the official year as the accounting year of the TRUST on the 31st March of every year. The accounts of the TRUST shall be audited by a qualified auditor every year.

8. The Income and funds of the Trust shall be solely utilised towards the objects of the TRUST and no portion of it will be used for payments to the 'TRUSTEES' by way of profit.

9. The TRUSTEES shall have the power to receive any contribution in money or property of any kind whether by way of addition to the TRUST funds generally or for one or more specific objects of the TRUST and such contributions shall be dealt with either as capital or as income according to the directions of the donors at the time of the gift or contribution and the TRUSTEES shall do all things as may be necessary to act upto the wishes of such donors.

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10. It is specifically provided and declared that any act done bonafide by the TRUSTEES or the decision of the TRUSTEES in respect of implementing the provision of these presents shall be final and binding on all persons claiming under these presents and shall not be questioned in any court of law or otherwise whatsoever.

11. It shall be lawful for the TRUSTEES for the time being of these presents to reimburse themselves or pay and discharge out of the TRUST properties all costs, charges and expenses incurred in carrying out these presents or in or about the execution of TRUST or powers of these presents.

12. The TRUSTEES shall not be liable for any loss that may be caused to the TRUST FUND unless the TRUSTEE is found guilty of fraud or criminal breach of trust by a competent court of law, likewise the liabilities of the TRUST shall not affect the private assets of the TRUSTEES.

13. Every TRUSTEE for the time being, shall be indemnified out of the assets of the fund against any liability incurred by him in the proceedings, either civil or criminal, in which the judgment is given in his favour, or in which he is admitted provided the said proceedings relate to any matter arising out of the administration of any act lawfully and bonafide done by him as TRUSTEE.

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AKC *A...*

BKC *Bhat Uda*

14. All funds, the property, rights claim demands of every description belonging to or pertaining to the TRUST now or as may be hereafter be acquired from time to time shall rest in the board of TRUSTEES.

15. All Investments, Deposits and Properties of the TRUST shall be taken and obtained in the name of the TRUST and not in the individual name or names of the TRUSTEES.

16. The MANAGING TRUSTEE or his/her nominees or any other TRUSTEE, if so authorised by the Board of TRUSTEES, shall have the custody of all deeds and documents of title, relating to the Trust property and investments and the books of account and the records relating to the TRUST and shall be responsible for the same.

17. The BOARD OF TRUSTEES are empowered to alter, amend the TRUST DEED by adding, amending, altering, deleting and substituting any of the terms or clauses of the Trust Deed without changing the basic structure of the TRUST as to its public charitable nature, irrevocability, to apply the benefits of the TRUST without bias to caste, creed or religion etc., such amendments may be carried out with the prior approval of the commissioner of Income Tax.

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18. The TRUST herein created is IRREVOCABLE and the AUTHOR shall have no right, title, or interest or control over the TRUST FUNDS or properties or affairs of the TRUST. No part of the TRUST funds, that is corpus or income, shall in any circumstances, whatsoever be paid or lent to or allowed to be applied for the benefit of the AUTHOR/TRUSTEES by way of profit, rents, dividend etc., either directly or indirectly. If the TRUST fails or is held to be invalid for any reason, there shall be no resulting TRUST in favour of the AUTHOR, but the assets of the TRUST shall be handed over to any other public charitable TRUST.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS TO THIS DEED THIS DAY AND YEAR FIRST ABOVE MENTIONED.

WITNESSES

1) V. Rajamanickam
V. RAJAMANICKAM,
S/o. A.M. VIASUDEVAN,
4, CART TRACK ROAD,
T. NAGAR,
MADRAS-600 017.

NC * Narasimhaiah

AFC *

Ch:

BKC *

Prat Ch

2) K. SRINIVASAN
K. Srinivasan
S/o. V. Kasinatha Dikshidar
M/23, 28th Street
Sankar Nagar
Pammal Madras 75

PREPARED BY AJIT KUMAR CHORDIA

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