

[विशेष-च. आ. (सं. सा. वि.) २-म.



4f)

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 Greater Mumbai Region Mumbai येथील सार्वजनिक विश्वस्तव्यवस्था नोंदणी कार्यालयात योग्य रीतीने नोंदण्यात आलेली आहे.

सार्वजनिक विश्वस्तव्यवस्थेचे नाव NARAYANA EDUCATIONAL TRUST

सार्वजनिक विश्वस्तव्यवस्थांच्या नोंदणी पुस्तकातील क्रमांक F-30936 (Mum)

Vijay Ganesh Lohoty यांस प्रमाणपत्र दिले.

आज दिनांक 5/02/2015 रोजी सादर्या सहीनिशी दिले.

शिक्का

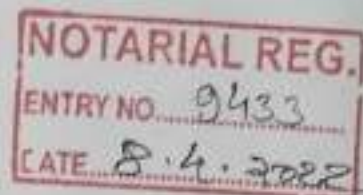


सही 5/2/2015
Office of the Charity Commissioner
पदनमि



महाराष्ट्र MAHARASHTRA

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Certificate of registration

This certifies that the public trust system described below is the same as today, under the Mumbai Public Trusts Act, 1950 (Mumbai Act No. 29 of 1950). **Greater Mumbai** has been duly registered with the Public Trust Registration Office at Rangin Mumbai

The name of the public trust is Narayan Educational Trust



महाराष्ट्र MAHARASHTRA

LE 583963



Inquiry No. 3091 of 14 w/s 19
Original documents seen and returned
Ex. No. 33
copy of Ex. No. 33 retained

Chade
Assistant Charity Commissioner
Greater Mumbai Region, Mumbai

DEED OF TRUST OF "NARAYANA EDUCATIONAL TRUST"

This Trust Deed is made on 05 NOV 2014 at Mumbai, between (1) Vijay Ganesh Lahoty, Flat No. 503, Concord-B, Lokhandwala Complex, Andheri (West), Mumbai - 400 053., hereinafter referred to as the "The Settler" of the first part; AND (1) Vijay Ganesh Lahoty Age 60 years, Occupation : Business, Trustee, residing at Flat No. 503, Concord-B, Lokhandwala Complex, Andheri (West), Mumbai - 400 053., hereinafter referred to as "The Managing Trustee" (2) Puneet Vijay Lahoty Age 30 years, Occupation : Business, Trustee, residing at Flat No. 503, Concord-B, Lokhandwala Complex, Andheri (West), Mumbai - 400 053., (3) Koteswara Rao Rapury Age 76 years, Occupation : Retired Employee of LIC of India, Trustee residing at 2-56/33/15/149, Survey Of India, Madhapur, Serilingampalli, Rangareddy District - 500081., hereinafter referred to as "THE TRUSTEE", & jointly

Vijay Lahoty

Puneet

Koteswara Rao

फॉर्म प्रमाणपत्रासाठी (अनुच्छेद-४) / Only For Affidavit (Article-4)

प्रमाणपत्र कोणाकडे सादर करण्याचे आहे -

प्रमाणपत्रासाठीचे ठिकाण -

Self
Declaration

सुप्रीम न्यायालय -

(Stamp Here)

सुप्रीम न्यायालय -

(Signature Here)

सुप्रीम न्यायालय -

(Signature Here)

25 SEP 2014

PARAM MHATRE

B.A. LLB

Gokul Vihar, Flat 304,
Thakur Complex,
Kandivali (E), Mumbai

कृतिष्ठा शरद शिर्सेकर

25 SEP 2014

दि महाराष्ट्र मंत्रालय मॅन्ड अला

ईड ऑफिसर को ऑफ डी स. (मंत्रालय-३२.)

प्रमाणपत्रासाठी सुप्रीम न्यायालय कोर्टात सादर करणे आवश्यक आहे.
सुप्रीम न्यायालय कोर्टात सादर करणे आवश्यक आहे.

referred us the Board of Trustees of the other part;

Whereas the Settler is absolutely and sufficiently entitled to and possessed of to the sum of Rs. 1000/- (Rupees One Thousand Only); AND WHEREAS the Settler is desirous of settling a Charitable Trust wholly of the purpose of Charity of the said sum of Rs. 1000/- (Rupees One Thousand Only) UPON TRUST with and subject to the power and provision hereafter, declared, contained, provided and in the manner hereinafter appearing in the Scheme,

AND WHEREAS the parties of the second part on being requested by the Settler to act and become the trustees of this Trust as testified their being parties to and executing the Deed of Trust.

And whereas the **Vijay Ganesh Lahoty**, has agrees to become the Managing trustee during his lifetime and hold the said sum of Rs. 1000/- (Rupees One Thousand Only) as MANAGING TRUSTEE UPON TRUST.

AND WHEREAS the said sum of Rs. 1000/- (Rupees One Thousand Only) in anticipation of this Deed of Trust has been already transferred paid, and handed over to the trustees before execution of this Deed of Trust.

AND NOT THIS DEED WITNESS that for the purpose of effectuating the said desire of the Settler, the Settler has irrevocable transferred the said sum of Rs. 1000/- (Rupees One Thousand Only) to the trustees. The transfer whereof the trustees do and each of them doth, hereby admit and acknowledge which is held by the trustees upon trust which they shall with on practicably dispatch, invest the aforesaid sum in the Scheduled Bank, Co-Operative Bank & Nationalized Bank or in public securities as defined under section 2 (12) of the Bombay Public Trusts Act, 1950. And the trustees shall hold the aforesaid sum as trust fund of the trust and other accretion thereto subject to and in conformity with the provisions laid down hereinafter for the better management and administration of the Trust.

1. **NAME OF THE TRUST :**

The name of the Trust shall be "NARAYANA EDUCATIONAL TRUST".

2. **REGISTERED ADDRESS OF THE TRUST:**

C/O. NEW HERITAGE EDUCATIONAL TRUST

R.R. Inter College of Commerce,
Behind Shanti Ashram Bus Depo,
Kalpana Chawla Marg. I.C. Colony,
Borivali (West), Mumbai - 400 103.

3. **PROPERTY OF THE TRUST:**

The properties of the trust shall consist of all the immovable and movable properties and shall be maintained in a separate 'A' and 'B' Registers. All these properties and new accretion thereto acquisition and donations received thereafter shall be called the "TRUST PROPERTIES"

4. **VESTING THE TRUST PROPERTY:**

The trust property shall vest in the Trustee for the time being under this Scheme and shall be administrated and managed by them subject to and in conformity with the provisions of this Deed.

5. **OBJECTS OF THE TRUST:**

The objects for which the Trust is established are:

- i) For providing education and imparting knowledge to students of all age groups;

xi) To conduct studies, seminars, workshops and study circles and to print, produce, publish, exhibit and distribute, films, journals, periodicals, books, lectures and other reading and pictorial materials for the diffusion of useful knowledge to the students.

6. **NUMBER OF TRUSTEES:**

The number of trustees shall not be less than minimum 3 and not more than maximum 7.

7. **MANAGING TRUSTEES:**

Vijay Ganesh Lahoty, shall be Managing Trustee throughout his lifetime or until he voluntarily resigns and after his ceasing to the Managing Trustee, the Managing Trustee shall be appointed from the trustees by the trustees for the period which the trustees may think fit and proper.

8. **MODE OF SUCCESSION TO TRUSTEESHIP:**

The Surviving or continuing trustees to appoint new Trustees throughout in their absolute discretion in case of vacancies arising due to death, resignation and removal of trustees.

Vijay Lahoty

Pratibha

G. H. ad.

Any male or female of above 21 years, are having good moral character and preferably an Indian, shall be eligible to become a trustee of this Trust.

10. DISQUALIFICATION OF THE TRUSTEESHIP :

The Trustees of the said Trust shall be disqualified to act as Trustees if,

- a) He/she acts against the interest of the trust and does not abide by the Deed of Trust and Rules and Regulations framed there under.
- b) He/she commits any acts of malfeasance, misfeasance, misappropriation, Breach of Trust in respect of this Trust.
- c) He/she is adjudged or declared he or herself insolvent.
- d) He/she voluntarily resigns or physically and/or mentally becomes incapable to act as Trustees, or of unsound mind.
- e) If he / she refuse to fallow the guidance of the Ahle Hadees & Salafi Methodology and / or act against it.
- f) He/she convicted of criminal offence involving moral turpitude or of offence described under the Bombay Public Trusts Act, 1950.

11. FIRST BOARD OF TRUSTEES OF THE TRUST

1. **VIJAY GANESH LAHOTY**
2. **PUNEET VIJAY LAHOTY**
3. **KOTESHWARA RAO RAPURY**

12. CONSENT OF THE TRUSTEES TO ACT AND THEIR POWER :

Every new Trustee appointed as aforesaid, with his consent previously obtained in writing shall have the same power authorities and discretion and shall in all respect act as if he/she had been originally appointed under this Deed.

13. For the accomplishment of the Trusts of these presents and without prejudice to the generality of any power hereby law conferred or implied or vested in the Trustee the following powers and authorities are hereby expressly conferred on the Trustee that is to say.

Vijay Lahoty

Puneet Lahoty

Koteswara Rao Rapury

the purposes for of this Trust at such rents or otherwise and on such period and with or without option for renewal or purchase as the Trustees may think fit. To purchase shares, take on lease or otherwise acquire property for the object & to invest & deal with the money / funds of Trust in such a manner as may be of the time to time be determined. To construct, maintain, rebuild, repair, alter, replace, reinstate, houses, buildings or works for the purpose of the Trust. To sale, dispose off, improve, manage develop, exchange on lease, mortgage or otherwise, alternate or deal with all or any property of Trust. To receive deposits without interest for temporary period, to take or raise loans, to received grants to give loan or grants to other or to deal with such kinds of matter for the purpose of the Trust.

- b) To appoint and dismiss and re-appoint different committees, the executives, officials, clerks, caretakers, munims, bankers, lawyers, brokers, Trainee for the Welfare Project of the Trust accountants and other on such honourium or in remuneration and on such terms and as they thin fit. Or to handover the power of the Particular Trustee for Specific period the Board of Trustee will pass the Resolution in the meeting of Board meeting of the said Trust & to execute the power to attorney. The trust is empower to appoint an advisory Board of 5 to 11 members. A member of the advisory Board should be high profile personality in the society. The trustee member will decide as it deems fit. The trust is empower to appoint the patrons for the well being of the trust. The patrons shall be high reputed persons in the society. To create the good atmosphere and good reputation goodwill in the society the Board of patrons and the Advisory Board will be appointed by the trustees of the said Trust and will have power to dismiss any one of them or all of them.
- c) To delegate by power or attorney or otherwise to any Trustee of Trustees or other person whomsoever any power implied by law or conferred by statute or varied in the Trustee by these presents and to withdraw or revoke all or any of such powers. The Trustees shall not be held liable or responsible for the acts or defaults or any such person or persons.
- d) To give funds to any public Charitable institution subjects to such terms and conditions as the Trustees may think fit to make but in every such case the Trustees shall make it a condition that the funds shall be spent or applied only for Such welfare purposes as are authorized by this Deed.
- e) To decide all questions arising in the administration of Trust hereof and including all questions relating to the interpretation to these presents or exercise or non-exercise of any powers of the trustee and all questions otherwise concerning or touching these present or any clause or thing therein contained or touching or concerning with or arising out of these presents or the operation thereof. The

decision of the Managing Trustee on all or any of the matters aforesaid shall be final.

- f) The Trustees shall have power to regulate the administration of the Trust and application of the income so as to occur for the Trust and for any donor to the trust such exemption and/or relief as may be available under any law governing taxation of income or wealth or gifts. The Trustee may for that purpose from time lay down or accept such restriction, condition or limitations as they may think occur may such exemptions or relief's.
- g) The Board of Trustees is empowered to form different Committees to fulfill or to achieve the objectives of the trust as and when required. And those committees can be dissolve or reform whenever need arises by the Board of trustees.

14. AND WHEREAS nothing contained in this deed shall be deemed to authorize the trustees to do any act which may in any way be construed statutory modifications thereof and all activities of the trust shall be carried out with a view to benefit the public at large, without any profit motive and in accordance with the provisions of the Income Tax Act, 1961 or any statutory modification thereof. AND WHEREAS the trust is hereby expressly declared to be a public charitable trust and all the provisions of this deed are to be constituted accordingly.

APPLICATION OF INCOME TAX ACT :


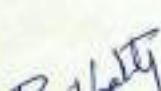
All clauses herein are intended to secure exemption from Income Tax on the Income of contributions and donations to the Trust and any clause or portion of this Deed of Trust which in inconsistent with or repugnant to the sections of the Income Tax Act, 1961 as amended, substituted or modified from time to time, shall be deemed to be deleted or modified with effect from the date on which the sections to which the clause or part of a clause is repugnant or inconsistent comes into force.

15. **ORDINARY AND SPECIAL MEETINGS :**

The Trustees shall hold at least one meeting every 4 (Four) months and these meeting shall be called the Ordinary Meeting. The Trust may also hold additional meeting and such meeting Shall be called Special Meeting. Such Ordinary and Special meetings will be held at such time and place as the Chairman may determine and shall be called by the Chairman.

16. **NOTICE OF MEETING OF TRUSTEES :**

Notice in writing of every meeting of the Trustee shall be delivered or sent through hand delivery or by post to each Trustee at his or her residential address at least 15 clear days before the date of meeting. Receipt of such notice should be taken in writing.

17. **QUORUM :**

There shall be a quorum when at least 3/5th Trustees are present at any meetings of the Trustees. If the Quorum is not completed, then they said meeting will be adjourned for an hour time, then after an hour they said meeting will be held then and there on the same subjects and the resolution / decision taken will be binding to all the members of the trust.

18. **RESOLUTION BY MAJORITY :**

Every resolution or question submitted to the meeting shall be decided by a majority of votes of the Trustees present at such meeting and voting. On the question each trustee shall one vote, but in the event of equity of votes, the Chairman of such meeting shall have second to casting vote whether or not he has previously voted on the question.

19. **CIRCULAR :**

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 Trustees. In case difference of opinion, such question shall be dealt with at the next meeting of the Trustees.

20. **MINUTE BOOK :**

A minute book shall be kept for this Trust will consist of :

- a) A clear report of the proceedings in the meetings of the Trustees.
- b) All the report of the proceedings in the meeting shall be read over to the Trustees at the next meeting and when confirmed, shall be signed by the Chairman of such meeting in case of difference of opinion at the time of confirmation according to the sense of majority of the Trustees presents at such previous meeting;

21. **THE PAYMENT OF MANAGEMENT :**

On acquisition of immovable properties the Trustees shall out of rents, profits, income and interest of the Trust properties in the first instance pay all a rents, taxes, & assessments, And other necessary outgoing the next place all the proper charges and expenses of and incidental to management and administration the Trust properties as well as the costs of current repairs to and the upkeep of the immovable proportion belonging to the charity, if any, and thereafter set apart 10% or set apart as Managing Trustee may decide from time to time of the total gross income of reserve fund for the purpose of heavy repairs, renovation of rebuilding of immovable properties, if any belonging to the Trust and pay and apply the balance for the objects of the Trust.

22. **REPAIRS TO PROPERTY:**

On acquisition of immovable properties the Trustees shall keep the property of the Trust in good conditions. The Trustees shall have power to repairs, modify, alter, renovate, develop the immovable property of trust and shall maintain it in good conditions.

23. **ACCOUNTING YEAR AND ACCOUNTS OF THE TRUST:**

Accounting year of the trust will be from 1st April to 31st March.

The Managing trustee shall keep or order to keep and maintain regular accounts of the Trust properties and its income and shall get the accounts, audited as per the provisions of the Bombay Public Trusts Act, 1950. The Managing Trustee shall order to keep or maintain computerized books of accounts including:

- 1) Fair Cash Book
- 2) Ledger
- 3) Receipts Book
- 4) Book containing movable and immovable properties containing full particulars and its value.
- 5) Book containing list of investments if any other books as the circumstance demand.

24. **BANK ACCOUNTS:**

The Settler shall not ordinarily keep on hand more than Rs.1000/-. The Managing Trustee shall open Bank Accounts in any schedule Bank / Co-operative Bank / Nationalized Bank in the name of the Trust. The withdrawal can be made by out of Three any two signatures. The signature of Settler / Managing Trustee / Chief Trustee is must for withdrawal.

25. **BANK ACCOUNTS OF THE BRANCHES:**

The Trustees shall open Bank Account / Accounts in any Scheduled Bank / Nationalized Bank in the name of the Trust and the said Bank account shall be operated jointly by Managing Trustee and any one of the remaining trustees (office Bearers).

26. **INVESTMENT:**

The Managing Trustee shall invest trust funds and money in accordance to the provisions of Section 35 of the Bombay Public Trusts Act, 1950, as he may think fit and proper.

27. **POWER TO SALE, MORTGAGE, BORROW ETC.**

The Trustees shall have power to borrow money or take loan (whether by way of mortgage, pledge, hypothecation or otherwise) with or without Interest for the purpose of or on behalf of the Trust of which they are Trustees only such conditions and limitation as may be imposed by them him in the interest or protection of the trust.

The trustees shall also have power to transfer, sell & alienate the property with the previous sanctions of the Charity Commissioner.

35. **REIMBURSEMENT OF TRUSTEES :**

The Managing Trustee and other Trustees shall be entitled to reimburse themselves of the amount spent by them for the Trust out of their own pockets. The decision of Managing Trustee in this respect shall be final and conclusive.

36. **POWER TO FRAME RULES :**

The Board of Trustees shall be empowered to frame Rules in respect of this Trust. The trustees are empowered to frame the Rules and regulations for the branches of the Trust. However, it shall be borne in mind by the trustees that the rules framed for the trust are in consonance with the objects and provisions of the Trust Deed and are also inconsonant with the provisions of Bombay Public Trusts Act, 1950 and Bombay Public Trust Rules, 1951.

37. **AREA OF OPERATION :**

The area of operation shall be all over India.

38. **TO AMEND THE TRUST DEED OR ANY CLOUSE :-**

To Board of Trustee will have power to omit, alter, amend or change any clause of the said trust by the 2/3 Majority decision in which Managing Trustee's present must require.

39. **REFERENCE TO CHARITY COMMISSIONER :**

If any dispute arises about the interpretation or construction of any of the clause or provisions of this Deed, the matter will be referred to the Charity Commissioner, Maharashtra State, Mumbai whose decision shall be final and conclusive.

40. **WINDING UP:**

In the event of winding up of the Trust, the entire Trust funds shall be realized and first be used for payment of liabilities of the Trust. The assets left in any, shall be disbursed to other Trust or Associations having similar objectives after obtaining previous approval of Commissioner of Income Tax and in no event it shall be distributed in any manner, to any of the Board of Trustees or their relatives or related concerns.

X Vijay Lalit

X Pankaj

(X) Thao

SIGNED, SEALED AND DELIVERED

By the withinnamed :

Vijay Ganesh Lahoty, THE SETTLER

Vijay Lahoty

In the presence of

1. *Vijay Lahoty* *Shair* (MD SOHAIL)
 2. *Puneet Lahoty* *Sunil* (G. SUNIL)

Vijay Lahoty

SIGNED, SEALED AND DELIVERED

By the withinnamed :

1. VIJAY GANESH LAHOTY
2. PUNEET VIJAY LAHOTY
3. KOTESHWARA RAO RAPURY

Vijay Lahoty
Puneet Lahoty
 (X) *Koteswara Rao Rapury*

The first Trustees here of in the presence of

- 1) *Shair* (MD SOHAIL)
- 2) *Sunil* (G. SUNIL)



(UM)

THE BOMBAY PUBLIC TRUSTS ACT, 1950
SCHEDULE III

[Vide Rule 13(1)]
Report of changes that have occurred or are desired in the
particulars recorded in the Register of the Public Trust

NARAYANA EDUCATIONAL TRUST

Old Committee Name.....

- 1) Mr. Vijay Ganesh Lahoty
- 2) Mr. Puneet Vijay Lahoty
- 3) Sri. R. Koteswara Rao

New Committee Name.....

- 1) Mr. Vijay Ganesh Lahoty
- 2) Mr. Puneet Vijay Lahoty
- 3) Sri. Velichala Srinath

Sri. R. Koteswara Rao

Sri. Velichala Srinath

Resignation

Attested xerox copy of
resignation & Trust resolution
copy

Sri. Velichala Srinath, the date
26/12/2016 from the Institute has
been appointed as new Trustee.



FOR NARAYANA EDUCATIONAL TRUST

Vijay Lahoty

Signature and address of the Reporting Trustee
Trustee

[Signature]
14/03/17

1. Chairman, Clerk

[Stamp]
NARAYANA EDUCATIONAL TRUST
[Illegible text]

I, Vijay Ganesh Lahoty

Inhabitant, residing at 503, Concord B, Lokhandwala, Andheri (W), Mumbai

do solemnly affirm and say that what is stated in this change Report is true to the best of my information and belief.

Solemnly affirmed at _____

aforesaid this _____ day of _____

20 _____

For **NARAYANA EDUCATIONAL TRUST**

Vijay Lahoty
Reporting Trustee

BEFORE ME

ATTESTED BY ME IN MUMBAI

K. R. PANDEY

Advocate, High Court & Notary
Govt. of India Greater Mumbai Metro/zshera
Add: 1, M. H. Patel Chawl, Kaju Pezia,
Hanuman Tekadi, Borivli (East),
Mumbai-400 066.

F2 FEB 2017

