

Regn. No. E-2776

**TRUST DEED**

(As amended by Court Order of 18-4-1970)



**CERTIFIED TRUE COPY**  
For CENTRAL CHINMAYA MISSION TRUST

*[Signature]*  
**CHIEF OPERATING OFFICER**

**CENTRAL CHINMAYA MISSION TRUST**  
Sandeepany Sadhanalaya, Saki Vihar Road,  
Mumbai 400 072.

108

## TRUST DEED

( As amended by Court Order of 18-4-1970 )

This Indenture made at Bombay this 27th day of June 1964 between SHRI B. M. KAMDAR, SHRI R. K. BATRA AND SHRI SADAJIWATLAL CHANDULAL all of Bombay Hindu inhabitant, hereinafter called "The Settlers" (which expression shall unless repugnant to the context or meaning thereof be deemed to include their heirs, executors and administrators) of the one part and SWAMIJI CHINMAYANANDA, SHRI B. M. KAMDAR, SHRI R. K. BATRA AND SHRI SADAJIWATLAL CHANDULAL all of Bombay Hindu inhabitants hereinafter called "The Trustees" (which expression shall unless repugnant to the context or meaning thereof be deemed to include the survivors or survivor of them and the Trustees, or Trustee of the time being of these presents and the heirs, executors and administrators of the last surviving Trustee, their or his assignees) of the other part:

WHEREAS the Settlers are possessed of and otherwise well and sufficiently entitled to the sum of Rs. 1,000/- (Rupees One Thousand) each:

AND WHEREAS the Settlers out of charitable motives and consideration are desirous of making a Charitable Trust of the said money:

AND WHEREAS the Trustees have agreed to become the First Trustee of these presents as testified by their being parties to and executing these presents;

AND WHEREAS the said sum of Rs. 3,000/- (Rupees three thousands) has in anticipation of these presents been already transferred, paid and handed over to the Trustees before the execution of these presents who have also received voluntary donations and contributions since August 1963.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. For effectuating the said desire and in consideration of the promises the Settlor doth hereby declares that he had prior to execution of these

presents paid, assigned, handed over and transferred and he doth hereby confirm such payments, assignments, handing over and transfer unto the Trustees of all that the said sum of Rs. 3,000/- (Rupees three thousands only) And all the estates, right, title and interest, property, claim and demand whatsoever at law and in equity of the Settlers of in and to the said moneys and every part thereof to Have and to Hold, Receive and Take All and Singular the said moneys unto the Trustees for ever upon the trusts and with and subject to the powers, provisions, agreements and declarations hereinafter appearing and contained. of and concerning the same.

2. The Trustees do and each of them doth by these presents declare that they the Trustees shall hold stand possessed of the said sum of Rs. 3000/- (Rupees Three Thousands only) and any voluntary donations or contributions received by them, and all accretions to them and all accretions thereto and thereof and the investments and securities for the time being and from time to time representing the same (the sum of Rs. 3000/-) and the securities and additions and other investments thereof, are hereby included in the term "Trust Fund" which term is being intended to mean and include cash, any movable or immovable property or other securities and investment of any kind whatsoever or any part thereof to which the same may be connected or varied from time to time upon the trust and subject to the powers, provisions and declarations hereinafter mentioned and declared of and concerning the same.

3. The Trust hereby created shall be know as "THE CENTRAL CHINMAYA MISSION TRUST"

4. The Trustees shall hold and stand possessed of the Trust Fund on the following Trusts :-

- a) To manage the Trust Fund and collect and recover the interest, dividends and other income thereof.
- b) To pay and discharge out of the income of the Trust Fund all expenses and charges for collecting and recovering the income of the Trust Fund and all other costs charges and expenses and outgoings of and incidental to the Trust created by these presents and the administration thereof.
- c) To pay or utilize the balance of such interest, dividends and other income of the Trust Fund (hereinafter called "the net income of the Trust Fund") and if the Trustees so desire the corpus of the Trust or any part of the

corpus.

- d) To conduct study groups, lecture series, translate, publish, print and distribute books, journals, periodicals, literature, etc. for promoting and spread of Indian Culture and education and enlightenment among the masses and to provide, establish, endow, maintain, control and manage schools, colleges and other educational institutions and to do all acts and things necessary for or conducive to the promotion of knowledge and to conduct school and colleges for primary, secondary and higher, commercial, technical and industrial education and for this purpose to start, establish, conduct, maintain and manage, Reading Rooms, Libraries, Tape libraries, Gymnasiums, Workshops, Publishing Houses, Printing Presses, Hostels, Residential Quarters and the like.
- e) To provide medical relief to the poor, distressed, afflicted and mentally, physically, or psychologically handicapped persons, in India including supply of spectacles and other medical, surgical and remedial appliances and for this purpose to start, establish, conduct, maintain and manage and help dispensaries, hospitals, medical centers, diagnostic centers or other medical or aftercare institutions.
- f) To carry out objects of general public utility and security such as village uplift, rural reconstruction, public health and hygienics, community development, promotion of cottage industries and to start, establish, conduct, take over, maintain and manage and help any institutions considered necessary to secure these objects e.g. orphanages, panjrapoles and the like.
- g) To give loans, scholarships, freships, prize and assistance in cash or kind to students to help them in their studies.
- h) To give donations to the National Defence Fund or any other similar fund either in cash or kind to provide medical or other relief in cash or kind to the members of the Armed Forces, their widows, children and dependents; and civilians affected by action of external aggression from any quarter.
- i) To give relief either in cash or kind to public in general and specially those affected by riots, flood, famines, fires, epidemics, droughts or other calamities.

corpus.

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- f) To carry out objects of general public utility and security such as village uplift, rural reconstruction, public health and hygienics, community development, promotion of cottage industries and to start, establish, conduct, take over, maintain and manage and help any institutions considered necessary to secure these objects e.g. orphanages, panjrapoles and the like.
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- i) To give relief either in cash or kind to public in general and specially those affected by riots, flood, famines, fires, epidemics, droughts or other calamities.

Trustee or Trustees for the time being of these presents or for the acting executors or administrators of the last surviving or continuing Trustee to appoint a new Trustee or Trustees in the place of the Trustee or Trustees so dying or being declared insolvent, or desiring to be discharged or refusing or becoming incapable to act as aforesaid and upon every such appointment the number of Trustees may be augmented, reduced but so that the total number of Trustees shall not be more than 11 or less than 3 and upon every such appointment the property shall (if and so far as the nature of the property and other circumstances shall require and admit) be transferred so that the same be vested in the Trustees or Trustee for the time being and every Trustee so appointed as aforesaid may as well before as after such transfer of the Trust property act and assist in the execution of the Trusts and of these presents as fully and effectually as if he had been originally appointed a Trustee of these presents PROVIDED ALWAYS that without prejudice to any other provisions of law a Trustee of these presents shall stand discharged from his office of Trusteeship on his tendering resignation of office and on the same being accepted by the remaining Trustees of these presents.

7. Until otherwise determined by the Trustees from time to time the management and administration of the Trust hereby created shall be conducted and carried out in India and the assets comprised in the Trust Fund shall be kept in India. 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 and the charities as they shall think fit and to alter or vary the same from time to time and to make new rules and regulations shall not be inconsistent with the terms and intents of these presents.

8. The Trustees shall appoint one of them to act as Chairman of the Board of Trustees. The Chairman shall preside at all Meetings. In the absence of the chairman at any meeting the Trustees who may be present at the Meeting shall elect a Chairman for the Meeting.

9. 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 of them as be present in India or by the Resolution of the Trustees or such of them as may be in India and shall be present and vote at any Meeting of the Trustees.

10. In case of difference of opinion arising among the trustees and in all matters wherein the trustees shall have a discretionary power the vote of Swamiji Chinmayananda shall prevail and be binding on the other Trustees.

11 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 auditors.

12. The trustees shall be entitled from time to time to open and maintain a banking account or accounts in their names at such bank or banks as 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 account. Any such account may be operated by any one or more of the trustees and/or the Secretary of the trust and/or such other person as the trustees may appoint in such manner and to such extent as the trustees may from time to time decide.

13. Subject to the provisions of Clause 9 above, the Trustees shall invest the Trust Fund and all moneys in their hands which may require investment in or, upon any one or more of the following securities of modes of the investments with power from time to time at their discretion to vary any investments and securities held by the trustees for others of the character hereby authorised namely:

- a) Any stock or securities issued by or the interest of which shall be guaranteed by the Government of India or the Government of any State in India or by the British Parliament.
- b) Shares (Ordinary, Preference, Deferred or otherwise) in joint stock companies registered in the Union of India.
- c) In stock or securities or debentures of any public company.
- d) Stocks securities or Debentures issued by any Port trust or Municipality or any other local authority of India.
- e) In acquiring, purchase or on lease or otherwise any immovable properties of any tenure including lease hold in any part of India and including the acquisition of Farzandari rights in such property and in case of vacant land the trustees shall be at liberty to erect buildings thereon out to the Trust Fund PROVIDED ALSO that no vendor, purchaser, lessor, lessee, sub-lessee or other transferor or transferee or any other person dealing with the trustees in connection with such immovable properties shall be concerned to see whether the investment is authorised by this sub-clause or is in

for heavy repairs or for rebuilding or reinstating immovable properties or erecting new buildings and in the meantime to invest the same in securities authorised by these presents. It shall also be lawful for the trustees to permit any movable property forming part of the Trust Fund to be held, used and enjoyed for the purpose of any scheme of charity or other purposes of these presents. The trustees may also allow the same of any part thereof to be occupied by any employee of any such scheme free from payment of rent or on such terms as the trustees may think fit.

15. It shall also 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 to transfer or assign or grant leases or sub-leases for any term however long or otherwise, dispose of all or any part of the Trust Fund including the immovable properties comprised therein and on such terms and conditions relative to title or otherwise in all respects as they may think proper and to buy, rescind or vary any contract for sale, exchange, transfer, assignment, lease or other disposition without being answerable for any loss occasioned thereby and for such purposes to execute all necessary conveyances, deeds of exchange assignments, transfers, lease, sub-lease, counterparts and other assurances and to pass, give and execute all 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 assurance shall be deemed to be part of the Trust Fund and shall be applicable accordingly.

16. Upon any sale or other transfer by the trustees under the power aforesaid the purchaser or purchasers or transferee or transferees dealing bonafide 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 shall the purchaser or purchasers or transferee or transferees be concerned to see to the application of the purchase moneys or other consideration or be answerable for the loss, misapplication or non-application thereof.

17. Subject to the provisions of Clauses 9 and 10 above, the receipt of any one of the trustees or of the Secretary of the trust, if so authorised by the trustees in that behalf for rent or other income of the Trust Fund, or for any documents of title or securities papers or other documents 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,



excess of the trustees powers and so far as such vendor, purchaser, lessor, lessee, sub-lessor or sub-lessee, transferor, transferee or any other person as aforesaid are concerned the trustees shall have the full right and authority to acquire or give a complete title.

- g) In lending moneys on mortgage of any immovable property of any tenure including leaseholds or any interest therein,
- h) Any securities or investments in which the trustees are by the law for the time being in force in the Union of India authorised to invest such moneys.

PROVIDED that if and when the number of trustees be more than two the investments of the Trust Fund other than investments in immovable properties may be made or kept in the names of any two or more of the trustees or be made payable to or transferable by any two or more of the trustees AND PROVIDED FURTHER that the investments of the Trust Funds other than investments in immovable properties may be made or kept in the name of any bank or banks or officers thereof as the nominee or nominees of the trustees as the trustees may from time to time decide without the trustees being held liable or responsible to any person whomsoever for any loss or damage that may result therefrom.

14. It shall be lawful for the trustees to pull down, renovate, rebuild, alter, adopt, improve and to develop, decorate, furnish, fitup or repair any immovable properties comprised in the Trust Fund or construct any structure on any land, forming part of the Trust Fund and to expand thereon such moneys out fo the Trust Fund for the income thereof as they may think fit. The trustees shall also be entitled to enter into any agreement or covenant with the owners or persons interested in any other properties, and whether restrictive or otherwise and whether for the benefit of the properties comprised in Trust Fund or such other properties as they may in their absolute discretion think fit from time to time. The trustees shall also have the power to insure any premises comprised in the Trust Fund against loss by fire, lightning or civil commotion or other risk or losses or against loss of rent as the trustees may think proper from time to time but no liability whatsoever shall attach to the trustees or any of them by reason of any property remaining uninsured in any way. The trustees shall also have the power after paying all rents, rates, taxes and other outgoing and expenses out of the rents and profits for any immovable properties to set aside out of the balance thereof from time to time such sums of moneys as the Trustees consider proper to meet the expenses of heavy repairs or by way of depreciation or sinking fund and to utilise the same and the income thereof

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any money or property shall for the purpose of this charity be considered as capital or income, and whether out of income or capital any expense or outgoings shall or ought to be paid or borne and any and every such determination shall be binding and conclusive PROVIDED THAT nothing herein contained shall be deemed to authorise the trustees to spend the income or corpus of the Trust Fund for any purpose not authorised by these presents.

23. 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 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 others or other of them not for those of any banker, broker, auctioneer or agent or any other person with whom or into whose hands any Trust Fund of trust income may be deposited or come nor for lending on any security with less than a marketable title 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 wilful default or dishonesty respectively, and in particular no Trustees shall be bound to take any steps or proceedings against a Co-Trustee for any breach or alleged breach of trust committed by such Co-Trustee.

24. The trustee or trustees of these presents for the time being may reimburse themselves, himself and pay and discharge out of the funds or moneys in their hands all expenses incurred in or about the execution of the trusts or the powers of these presents.

25. It shall be lawful for the trustees at any time or times to appoint a Committee for the purpose of managing and carrying out the administration and management of the trust of these presents including advice and recommendation to the trustees on the selection of the objects of the charity and otherwise generally relating to the administration of the trust and powers of these presents. Subject to the general control and supervision of the trustees, the Committee of Management shall have the general management and administration of the affairs and accounts of the trust hereby created and all ministerial work to be done in pursuance of the provisions of these presents. The trustees shall have the power to make rules and regulations regarding the constitution of the Committee including the term of the membership thereof and the appointment or removal of members of the Committee.

103

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seals at Bombay the 27th day of June, One thousand nine hundred and sixty four.

Signed, Sealed and Delivered  
by the within named

- 1) B. M. KAMDAR
- 2) R. K. BATRA and
- 3) SADAJIWATLAL CHANDULAL

the Settlers in the presence of

(B. D. Advani)  
Advocate

Sd/-  
B. M. Kamdar  
Sd/-  
R. K. Batra  
Sd/-  
Sadajiwatlal  
Chandulal

Signed, Sealed and Delivered  
by the within named

- 1) SWAMIJI CHINMAYANANDA
- 2) B. M. Kamdar
- 3) R. K. BATRA and
- 4) SADAJIWATLAL CHANDULAL

the Trustees in the presence of.

Sd/-  
Chinmayananda  
Sd/-  
B. M. Kamdar  
Sd/-  
R. K. Batra  
Sd/-  
Sadajiwatlal  
Chandulal

CENTRAL CHINMAYA MISSION TRUST, MUMBAI  
NAMES OF THE TRUSTEES.

1. H. H. Swami Tejomayananda  
Central Chinmaya Mission Trust  
Sandeepany Sadhanalaya,  
Saki Vihar Road, Powai  
Mumbai - 400 072. Maharashtra  
Tel.: 022-2857 2367 (Direct) 2857 8647
2. H. H. Swami Brahmananda  
Chinmaya Mission,  
Deenabandhu Devasthanam,  
CMH Road, Indira Nagar,  
Bangalore - 560 038. Karnataka  
Tel.: (080) 2528 2207  
Fax: (080) 2528 1756
3. Shri Pratapchandra B. Patel  
703/A, Silver Beach APTS.,  
A. B. Nair Road,  
Juhu, Mumbai - 400 049.  
Mob.: 099201 70325
4. Smt. Jamna Batra  
'SUNEETA'  
Flat No. 10A, Ridge Road,  
Malabar Hill,  
Mumbai - 400 006, Maharashtra.  
Tel.: 2363 4894/Mob.: 98201 22829
5. Shri Laju Chanrai  
Cliff, 8th Floor,  
25, Ridge Road,  
Malabar Hill,  
Mumbai - 400 006.  
Mob.: 98200 61840
6. Shri H. K. Hinduja  
501, Mahir, Main Avenue-  
& 15th Road Junction,  
Santacruz (W), Mumbai - 54  
Tel.: 022 - 3226 5295  
Mob.: 98202 91792
7. Smt. Leela Nambiar  
'GURU NIKETAN'  
No. 36, College Road,  
Chennai - 600 006.  
Tamilnadu.  
Tel.: (044) 2827 5304  
(044) 2827 2783
8. Shri K. P. Daswani  
Empire Estate Building,  
Flat No. 54, A Wing, 5th Floor  
Next to Shalimar Hotel,  
Petrol Pump, Kempas Corner,  
Mumbai - 26, Mob.: 98205 13217
9. Shri Jagadish Moorjani  
131, Everest Apartment,  
Mount Pleasant Road  
Malabar Hill  
Mumbai - 400 006  
Tel. : Mob : 98200 28807.
10. Shri Narain Bhatia  
Eden IV - B-101, Hiranandani  
Garden, Powai, Mumbai -76  
Cell : 098212 27619
11. Shri Shriram Bhalerao  
Labindia Pvt. Ltd.  
201, Nand Chambers,  
Near Vandhana Talkies  
LBS Marg, Thane (W) - 400 602  
Mob.: 98210 82475 Tel.: 2533 4645

CERTIFIED TRUE COPY

For CENTRAL CHINMAYA MISSION TRUST

  
CHIEF OPERATING OFFICER