



₹. 500

FIVE HUNDRED RUPEES

पांच सौ रुपये

RS. 500



INDIA NON JUDICIAL

10 OCT 2012

महाराष्ट्र MAHARASHTRA

M 243026

Suburban Stamp Office, Mumbai  
S.V. No. 1007

3 OCT 2012

*Revised*

SHRI K. R. MADGE

1977

Neeraj Agarwal  
G.D. ENGEE CORPORATION  
FIRST FLOOR, BANUBALI BUILDING,  
CANTONMENT CAWASJI PATEL STREET,  
FORT, MUMBAI-400001,  
TEL. NO: 2011-001 / 2011-002

**TRUST DEED**

**THIS DEED OF TRUST** executed on this **THIRD** day of **OCTOBER 2012** Between **Purnota Bahl**, daughter of Mr. Sandeep Dutta aged 32 years, residing at 1402, Tower No.4, Planet Godrej, Mahalakshmi, Mumbai- 400011 and **Neeraj Agarwala** aged 37, residing at 1901, Tower 4, Planet Godrej, Mahalakshmi, Mumbai- 400011 (hereinafter referred to as the **SETTLORS** which term wherever the context so requires or admits shall mean and include their legal heirs, successors, executors, administrators and assigns) of **ONE PART**

**AND**

- Purnota Bahl**, daughter of Mr. Sandeep Dutta aged 32 years, residing at 1402, Tower No.4, Planet Godrej, Mahalakshmi, Mumbai- 400011,
- Neeraj Agarwala** son of Damodar Agarwala, aged 37 years, residing at 1901, 19<sup>th</sup> Floor, Tower No.4, Planet Godrej, Mahalakshmi, Mumbai- 400011,
- Gunjan Bahl**, son of Mr. Prem Prakash Bahl aged 34 years, residing at 1402, Tower No.4, Planet Godrej, Mahalakshmi, Mumbai- 400011, and

*[Signature]*

*[Signature]*

For Cuddles Foundation

Settlor/Trustee/Authorised Signatory

*[Signature]*

*[Signature]*

(hereinafter referred to as '**THE TRUSTEES**' which expression wherever the context so requires or admits shall mean and include their legal heirs, successors, executors, administrators and assigns of the **SECOND PART**.

WHEREAS the party hereto of the one part is possessed of the sum of **Rs. 10,000** (Rs. Ten thousand only) as their absolute property and are desirous of creating a Charitable Trust for the purpose of providing relief to the underprivileged in form of medical, educational and advancement of objects of general utility.

AND WHEREAS THE TRUSTEES named above are willing to accept the office of the TRUSTEES for the purpose of carrying out the wishes of the SETTLORS of the Trust under the provisions and directions set forth herein, so as to enable to pursue its vowed objects.

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.

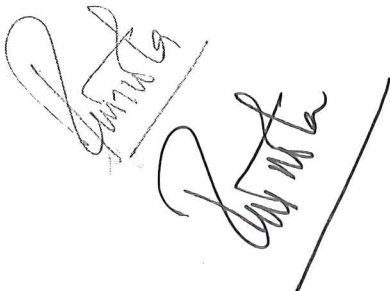
AND WHEREAS the trust is hereby expressly declared to be a public charitable trust and all the provisions of this deed are to be constituted accordingly.

NOW THIS DEED OF TRUST WITNESSETH AS FOLLOWS

**I SETTLEMENT**

1. The party of the first part, the SETTLORS, does hereby settle the sum of Rs.10,000/- (Rs. Ten thousand only) in Trust, with the name and for the objects hereinafter stated, by delivering the said amount in cash which the party of the other part, the TUSTEES, have accepted the receipt of which they do hereby acknowledge, to hold the same in and to the Trustees with the powers and obligations as provided hereinafter.
2. The TRUSTEES named above shall be the first trustees and have given their consent to be appointed as the trustees and as token thereof, they have set their hands to this instrument
3. The TRUSTEES do hereby agree that they shall hold and stand possessed of the said trust assets, properties and funds (which expression shall include all investments in cash or kind or in any nature whatsoever into and for which, the said property or a part or parts thereof may from time to time be converted, varied or exchanged) and/ or such investments as may be held by the TRUSTEES from time to time in relation to these presents together with all income, profits, additions and accretions thereof, upon trust for the object set out herein with and subject to the provisions and conditions hereinafter contained in these presents NAME
4. The name of the Trust shall be "**CUDDLES FOUNDATION**"
5. PLACE

The principal office of the Trust shall be situated at 1<sup>st</sup> Floor, Bahubali Building, 17/17/H, Cawasji Patel Street, Fort, Mumbai-400001 or such other place as the Trustees may from time to time decide. The Trust may also carry on its work at any other place or places, as decided by the Trustees.



For Cuddles Foundation

Settlor/Trustee/Authorised Signatory



## II. OBJECTS:

The Main objects of the Trust are:

1. Educational – to assist, run, maintain any educational or other institution for coaching, guidance, counselling or vocational training or to grant scholarships for poor, deserving and needy students for elementary and higher education.
2. Medical – to assist, run, maintain any medical institution, nursing home or clinics or to grant assistance to needy and indigent persons for meeting the cost of medical treatment.
3. Relief of the poor – to give financial or other assistance in kind by way of distribution of books, notebooks, cloths, uniforms, or meals for the poor and indigent and to the persons suffer due to natural calamities.
4. To assist, maintain or grant aid to homes for the aged, orphanages or other establishments for the relief and help to the poor, needy and destitute people, orphans, widows and aged persons
5. To undertake any other activity incidental to the above activities but which are not inconsistent with the above objects.

PROVIDED the Trust may assist/donate the other TRUST to carry out the various objects mentioned in the objects clause in such manner and to the extent the Trustees may decide upon from time to time.

PROVIDED FURTHER The Trust will not carry out any activities with the intention of earning profit and will perform with service motive only.

PROVIDED FURTHER no activities of the Trust will be carried out outside India.

## III. BENEFICIARIES OF THE TRUST:

The Trust is established for the benefit of under privileged people.

## IV. FUNDS

The Trustees may accept donations, grants, subscriptions, aids or contributions from any person, Government, Local authorities or any other charitable institutions, in cash or in kind including immovable property without any encumbrance, but the Trustees shall not accept any receipt with any condition or terms inconsistent with the objects of the Trusts. While applying such receipts to the objects, the Trustees shall respect the directions, if any, by the granter. Any receipt with specific direction to treat the same as part of the corpus of the Trust or separate fund shall be funded accordingly

## V. PROPERTIES:

The Trust properties shall consist of -

1. The amount Transferred by the SETTLORS as mentioned above, towards the Corpus fund of the Trust.
2. Any cash, kind, properties, movable and immovable that may be acquired by purchase or otherwise or all manner of rights, title or interest in or over any property movable or immovable
3. All additions and accretions to the Trust properties and the income there from

For Cuddles Foundation

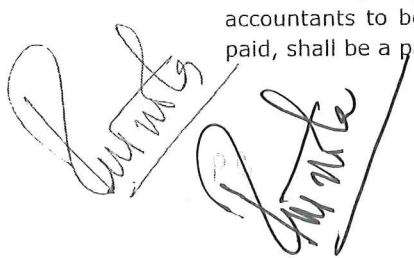
Settlor/Trustee/Authorised Signatory

4. All donations, gifts, legacies or grants, in kind accepted by the Trustees upon Trust or cheques directly deposited into the hospital account of patients

The properties of the Trust shall be utilized for the objects set forth herein above and subject to the provisions and conditions herein mentioned.

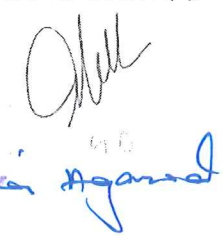
**VI. POWERS OF THE BOARD OF TRUSTEES:**

1. To manage the properties, assets and funds of the Trust, from time to time, such regulations (not being inconsistent with this deed) as they may think fit for and necessary for the purposes of such management and control or in connection with the execution of any of the subject herein contained or powers hereby vested in them and may rescind or alter any such regulation.
2. To accept donations, contributions, grants, subscription in cash or in kind from any person, company, firm, association, organizations, government, non government or semi government agencies, family Trust, or corporate bodies for furtherance and achievement of the objectives of the Trust.
3. To appoint a managing Trustee, when necessary.
4. To review the affairs of the Trust and a necessary.
5. To appoint officers and members of staff for the Trust and to prescribe their condition of service.
6. To open and to provide for operating banking accounts.
7. To invite donation and financial help.
8. To authorize person (s) to sigh or execute documents on behalf of the Trust.
9. To grant receipts for aid or donation received.
10. To grant Special Power of Attorney to represent the Trustees in connection with any legal or other proceedings.
11. To acquire land or building on the lease or way of purchase.
12. To compromise, compound or refer to Arbitration all actions, proceedings and disputes relating to Trust property or properties.
13. To sell or give on rent/leas or on hire any immovable or moveable property of the Trust for some certain period (s) on such terms and conditions as the Trustees may think fit and proper from time to time.
14. To open any type of bank account (s) whether saving account, current account, fixed or otherwise, in the name of the Trust or institution (s) or program (s) by the Trust with any scheduled banks (s) or post office (s) and to operate by the authorized signatory or signatories as Board of Trustees shall think fit and proper to authorize any person or persons, unless and until determined otherwise the such bank account(s) shall be opened and operated jointly with signatures of any two members of Board of Trustees. The financial year for the Trust shall be from 1st April to 31st March and the accounts of Trust or institution (s) or program (s) by the Trust shall be audited yearly by the auditors b(s) or chartered accountant or a firm of chartered accountants to be appointed by the Board of Trustees and the fee for auditor(s), if paid, shall be a part of outgoing amounts from the Trust Funds.



For Cuddies Foundation

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15. To give guarantee of the assets and property of the Trust, including the bank guarantee on behalf of the Trust to corporate bodies, persons, firms, institutions, as Trustees may decide from time to time. The Trustees shall not be personally liable for such guarantees or the securities.
  
16. The number of Trustees of these presents shall not be less than two and more than ten in number and the Trustees shall be entitled to appoint additional Trustee or Trustees as and when the Trustees deem fit. The said Trustees of these present shall act as Trustees for life or until they resign or otherwise vacate their office or are removed as hereinafter contained. However, any of the said trustees may at any time resign his office of the Trustee by giving one month's notice to his co-trustees and upon the expiry of such period, such trustee shall be deemed to have vacated his office.
  
17. To appoint lawyer, pleaders, advocates to file and defend suit or suits filed for and against the Trust and or in the name of the Trust and also file suits for financial and other disputes or dues with different parties and signed executed such application, petition documents for such proceedings and delegate powers to the officers(s), employee(s), staff(s) and Trustee(s) for such proceedings(s) as required from time to time.
  
18. The Trustees shall be entitled to appoint new member or members of Board of Trustees by a resolution and to discharge any of the Trustee, who become bankrupt or acts in any manner prejudicial to the interest or objects of the Trust or is convicted of an offence involving moral turpitude or becomes of unsound mind or is otherwise unfit to continue as Trustee, by resolution passed by simple majority of members present and voting in the meeting of Board of Trustees.
  
19. The Trustees shall invest the Trust fund in government securities, saving certificates, fixed deposits or in any other form of investment authorized under provisions of INDIAN TRUST ACT and INDIAN INCOME TAX ACT, 1961, as they shall deem expedient. For avoidance of any doubt, the Trust fund will not be invested in equities/Mutual Funds/Debt and money market funds
  
20. It has further been decided that as and when the Trust is enclosed or dissolved all the funds of the Trust shall be transferred to the other recognized Public Charitable Trust having similar objectives.
  
21. All questions relating to the management of the Trust or the exercise of the powers vested in the Trust shall be decided at a meeting or, if necessary and expedient, by circulation. Every such question shall be decided by a majority of the Trustees present and voting in any meeting of Board of Trustees or by the circulation, as the case may be and any action or decision of such majority shall be as valid as if it was done or made by the all Trustees. The Chairman / Chairperson shall have a casting vote.
  
22. In case of occurrence of any vacancy amongst the Trustees because of death, resignation or incapacity of any Trustee or any other cause, a new Trustee may be appointed to fill the Vacancy.
  
23. Any of the trustees may retire on giving one month's notice in writing to the other trustee(s).
  
24. All matters not provided for in this Trust deed but necessary for the administration of the Trust or for giving effect to the objectives of the Trust may by resolution(s) made

For Suddes Aganwal

Settlor/Trustee/Authorised Signatory

by the Board of Trustees carried by a special majority of two third of total number of the Trustees.

25. In the event of dissolution or winding up of the Trust the assets remaining as on the date of dissolution shall under no circumstances be distributed amongst the Trustees but the same shall be transferred to some other similar Trust/Organisation whose objects are similar to those of this Trust with the permission of the Charity Commissioner / Court / any other law as may be applicable for the time being.

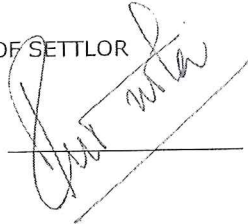
The Trustees shall be indemnified against all losses and liabilities incurred by them in the execution of the Trust and shall have a lien over the funds and properties of the Trust for such indemnity.

IN WITNESS WHEREOF, The Parties hereunto have signed and delivered the presents on the day and year first hereinabove written.

IN WITNESS WHEREOF Trustees hereto have signed this TRUST DEED of Rs. 500/- signify their acceptance, this THIRD day of OCTOBER, 2012 first mentioned above in the presence of following witnesses:

SIGNATURE OF SETTLOR

1. Signature: \_\_\_\_\_  
Name:  
Address:



SIGNATURE OF FIRST TRUSTEES

1. Signature: \_\_\_\_\_  
Name: Mrs. Purnota Bahl  
Address: 1402, Tower Four, Planate  
Godrej, Mahalakshmi,  
Mumbai-400011.

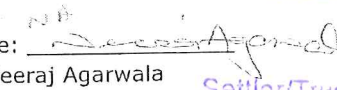


For Cuddles Foundation

2. Signature: \_\_\_\_\_  
Name:  
Address:

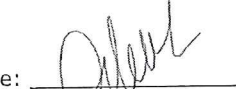


2. Signature: \_\_\_\_\_  
Name: Mr. Neeraj Agarwala  
Address: 1901, Tower Four, Planate  
Godrej, Mahalakshmi,  
Mumbai-400011



Settlor/Trustee/Authorised Signatory

3. Signature: \_\_\_\_\_  
Name: Mr. Gunjan Bahl  
Address: 1402, Tower Four, Planate  
Godrej, Mahalakshmi,  
Mumbai-400011



Witnesses:

1) Signature: \_\_\_\_\_  
Name and address

Yuvni Sawant  
C-101, Sri Krishna Vihar,  
New Park, Bala Kumbhar

2) Signature: \_\_\_\_\_  
Name and address

Maruti S. Kubal  
B.K No. 1411 Room No.3  
Maratha Section 32  
Ulhasnagar 421004

Neeraj Agarwala Cuddles Foundation

Settlor/Trustee/Authorised Signatory