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FORM OF APPLICATION FOR REGISTRATION OF A PUBLIC TRUST

SCHEDULE II (Vide Rule 6)

To,  
The Deputy / assistant Charity Commissioner,  
Worli, Mumbai.

Rs. public trust\* YODA - YOUTH ORGANIZATION IN DEFENCE OF ANIMALS

Public Trust Address : 11, NEW SIDDHIVINAYAK CO-OP. HSG. SOC.,  
VEER SAVARKAR MARG, SHIVAJI PARK,  
MAHIM - MUMBAI - 400 016.

E-27758(m)

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I, MRS. POOJA TAUSH SAKPAL

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Trustee of the above named public trust hereby apply under section 18 of the Bombay Public Trust Act, 1950 for the Registration of the said public trust.

2. I submit the following necessary particulars :

(i) the designation by which the public trust is or shall be known. (name of the public trust) **YODA - YOUTH ORGANIZATION IN DEFENCE OF ANIMALS**

(ii) name of the trustees with their addresses :-

- | Sr.No. | Name & Address of the Trustee   |
|--------|---|
| 1.     | MISS PRIYA ANIL AGARWAL<br>113, SAMUDRA MAHAL. WORLI,<br>MUMBAI - 400 018.  |
| 2.     | MRS. POOJA TAUSH SAKPAL<br>11, NEW SIDDHIVINAYAK CO-OP. HSG. SOC.,<br>VEER SAVARKAR MARG, SHIVAJI PARK,<br>MAHIM, MUMBAI - 400 016. |

कार्यालय महाराष्ट्र राज्य न्यायिक कार्यालय  
मुंबई न्यायिक कार्यालय  
823  
13/1/2011

Cont'd.....2



Mr. Akarsh Kattingeri Hebbar  
D-404, PIONEER HERITAGE RESIDENCY,  
II, DAULAT NAGAR, OFF. S.V. ROAD,  
SANTACRUZ (WEST), Mumbai - 400 052.

3 Modes of succession to the trusteeship and Manager ship

4 LIFE TIME TRUSTEES

1. MRS. PRIYA ANIL AGARWAL
2. MRS. POOJA TAUSH SAKPAL
3. MR. AKARSH KATTINGERI HEBBAR

LIFE TIME TRUSTEE

APPOINTMENT OF NEW LIFE  
TIME TRUSTEES BY METHOD  
OF SELECTION BY EXISTING /  
SURVIVING LIFE TIME  
TRUSTEES BY MAJORITY OF  
VOTES

MINIMUM = 02

MAXIMUM = 11

(iv) object of the trust :-

MAIN OBJECTS OF THE TRUST

- 01) ANIMAL CARE & WELFARE
- 02) RELIEF TO POWERTY
- 03) MEDICAL RELIEF
- 04) EDUCATIONA L RELIEF
- 05) ANY OTHER RELIEF OF GENERAL PUBLIC UTILITY

(v)(a) particulars of documents  
creating the trust  
(attach copies)

COPY OF TRUST DEED ATTACHED  
DATED 01/01/2011

(b) particulars other than  
documents about origin  
or creation of the trust

NIL

Cont'd.....3





particulars of the scheme. If any, relating to the trust (attached copy) NIL

(vii) movable property with estimated value of each class of such property Rs. 1,000.00

(Note :- Entries should be made by broad description of classes of such property e.g. furniture, books, etc. rather than of each individual articles entry regarding cash should be made only if such cash forms part of the capital of the trust. In the case of scripts give particulars of each security, tock, share and debenture including the number which it bears.)

(viii) (a) Details of immovable properties showing the village or town where situate. Along with C.S., Municipal or survey no., area, assessment or Judi or description of the tenure on Which held (attached certified copies Of the entries in the record of Rights City survey record relating to the Properties) NIL

(b) estimated value of each immovable property NIL

(ix) Sources of income of the trust

**DONATION & INT.ON SECURITIES**

(x) Average gross annual income

NIL

From movable :-  
From immovable :-

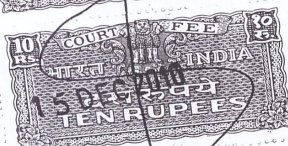
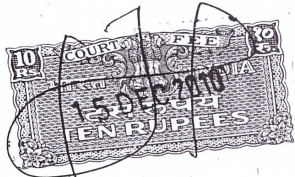
(xi) Average annual expenditure :-

NIL

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Amount of averar  
(a) on remune  
manager

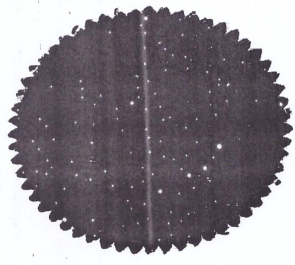
(b) on es  
(c) d





- Amount of average annual expenditure :-
- (a) on remuneration to trustees and manager
  - (b) on establishment and staff
  - (c) on religious objects
  - (d) on charitable objects
  - (e) on miscellaneous items

NIL



- (xiii) particulars encumbrances, if any on trust property -
- (xiv) particulars of title deeds pertaining to trust property and the names of trustees in possession thereof :
- (xv) Remarks, if any -

Received By: ST  
 Registered Trust,  
 copying charges, by ST  
 N. N. 1165743 Date: 16/3/11  
 J. Acc. Secy.

YEAR ENDING 31<sup>ST</sup> MARCH OF EACH CALENDER YEAR

3. fees of Rs. :- \_\_\_\_\_ accompanies

0-1119  
2011-21-11-11

4. Any communication to the trustees or manager in connection with the trust. May be sent to the following address :-

(iii) Name :- **YODA - YOUTH ORGANIZATION IN DEFENCE OF ANIMALS**  
 Address : **11, NEW SIDDHIVINAYAK CO.-OP. HSG.SOC., VEER SAVARKAR MARG, SHIVAJI PARK, MAHIM, MUMBAI - 400 016.**



DATED :- 01/01/2011

Signature of Applicant ) Pooja

I, the above named MRS. POOJA TAUSH SAKPAL, INDIAN

Cont'd.....5



**J. D. RAWAL**  
Notary Greater Bombay,

BEFORE ME,  
J. D. Rawal  
**J. D. RAWAL,**  
Advocate & Notary  
Gr. Bombay.

13 JAN 2011

certified to be a True Copy



Superintendent (J)  
Public Trusts Registration Office  
Greater Mumbai Region Mumbai

18/1/11

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habitant, residing at MUMBAI do solemnly affirm and say that

What is stated in the above application is true to the best of my information and belief

Solemnly affirmed at MUMBAI

Aforesaid this 1st day of January'2011)

Signature

Before me

\*If the wakf or Trust is registered under the old Act, no fees under 3 are payable





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एक सौ रुपये

₹. 100

Rs. 100  
ONE  
HUNDRED RUPEES

भारत INDIA  
INDIA NON JUDICIAL

1 JAN 2011

Stamp Office, Mumbai  
S. V No. 162

महाराष्ट्र MAHARASHTRA

30 DEC 2010

OPER OFFICER

R. L. S. BAMBLE



राजन शिंदे पराजना धारक  
बक पुर्णालय चाळ, क.नं. 4, वेर.म. मार्ग,  
मालाड (प), नंदानल डेपोच्या मागे, मुंबई-400  
क्रमांक... 564... दिनांक...  
सर्वेची शीमती...  
यांना व...  
वेपर विकला.  
☎: 28807359

DU 243004

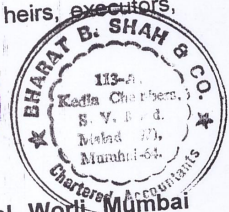
Taush Sakpal  
11, New Siddhivinayak  
Copy 1789 See  
Vcey Savarkar  
Shivaji Park, Mumbai  
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TRUST DEED

THIS INDENTURE MADE at Mumbai this 1<sup>st</sup> Day of January, 2011 between  
CAPT. TAUSH SHASHIKANT SAKPAL hereinafter called the "SETTLER"  
residing at 11, New Siddhivinayak Co-op. Hsg. Soc., Veer Savarkar Marg,  
Shivaji Park, Mahim, Mumbai - 400 016. (which expression shall unless  
inconsistent with or repugnant to the context thereof include his heirs, executors,  
administrators & assigns) of the ONE PART.

Received  
Sakpal  
Trust  
Dad

AND



(1) Miss Priya Anil Agarwal residing at 113, Samudra Mahal, Worli, Mumbai  
400 018.

*[Signature]*  
CERTIFIED TRUE COPY

BHARAT B. SHAH CO.  
CHARTERED ACCOUNTANTS  
Membership No. 34935

1 Page

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Priya

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Priya  
Pooja

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11

B. 27758

Inquiry No. 157 of 2011 u/s 19  
Original documents seen and  
Ex. No. 3  
copy at Ex. No. 3 retained

*[Signature]*  
Assistant Charity Commissioner  
Greater Mumbai Region, Mumbai.



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- (2) Mrs. Pooja Taush Sakpal residing at 11, New Siddhivianayak Co-op. Hsg. Soc., Veer Savarkar Marg, Shivaji Park, Mahim, Mumbai – 400 016.
- (3) Mr. Akarsh Kattingeri Hebbar residing at D-404, Pioneer Heritage Residency II, Daulat Nagar, Off. S.V. Road, Santacruz (West), Mumbai – 400 052.

Hereinafter called the "TRUSTEES" (which expression shall when the context so admits or requires include the Trustee/s for the time being living and surviving) of the OTHER PART.

WHEREAS the Settler is possessed of or otherwise well and sufficiently entitled to a sum of Rs. 1000/- (Rupees One Thousand Only)

AND WHEREAS the Settler out of charitable motive and in consideration thereof is desirous of establishing a Charitable Trust by settling the said amount of Rs. 1000/- (Rupees One Thousand Only);

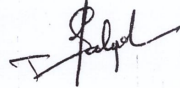
AND WHEREAS the Trustees have agreed to become the first Trustees of these presents by their will of becoming party and executing these presents;

AND WHEREAS the said amount of Rs.1000/- (Rupees One Thousand Only) has in anticipation of these presents, been already handed over to the Trustees by the Settler before execution of these presents.

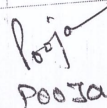
**NOW THIS INDENTURE WITNESSETH AS FOLLOWS:**

1. For effectuating the said desire and in consideration of the premises, the Settler doth hereby declares that he has prior to the execution of these presents handed over to the trustees aforesaid Rs.1000/- and he doth hereby confirms such payment by assigning, handing over and transfer unto the Trustees of all that the said sum of Rs.1000/- (Rupees One Thousand

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Only) and of the rights, title and interest, claim and payment, whatsoever, at large and in equity of the Settler of any and to the said moneys and every part thereof to have and to hold, receive and to take out singular the said moneys unto the Trustees forever upon the Trust and with subject to powers, provisions and agreements and declarations hereinafter appearing and content of and concerning the same.

2. The Trustees do hereby declare that they, the Trustees shall hold and stand possessed of the said amount of **Rs.1000/- (Rupees One Thousand Only)** and other Trust Funds upon the Trust and subject to powers and provisions, agreements and declarations hereinafter declared and concerning the same.

3. **Name of the Trust:**

The said Charitable Trust shall be known as "YODA-YOUTH ORGANIZATION IN DEFENCE OF ANIMALS"

4. **Address of the Trust :**

The office of the Trust shall be situated at **11, New Siddhivinayak Co-op. Hsg. Soc., Veer Savarkar Marg, Shivaji Park, Mahim, Mumbai – 400 016.** or at such other place/s as may be decided by the Trustees from time to time.

5. **Date of Creation :**

The Trust is created and is deemed to have been created on and from **1<sup>st</sup> Day of January, 2011.**

6. The Trust Fund for the purpose of these presents means :-

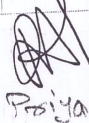
a) The said amount of **Rs.1000/- (Rupees One Thousand Only)**;

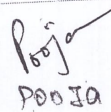
b) Any donations and properties received by the Trustees from the said Settler or any other persons as the Trustees may deem fit;

c) Any investment made or representing any property or moneys of this Trust;

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d) Any income, including capital gain arising out of the investments, properties and moneys belonging to this Trust;

e) Any other sums or properties or assets in any form or manner received from any person, firm, company, institution or trust.

7. The Trustees shall hold and stand possessed of the Trust Fund upon the following terms :

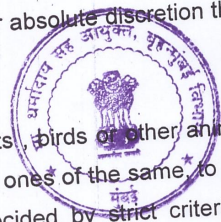
In the first instance, to collect dividend, interest, rent and other income of the Trust Fund and premises and from and out of the same, in the first place, to pay all proper costs, charges and expenses of and incidental to the management, administration and execution of the Trusts and powers herein contained.

8. Subject to Clause (7) above, the Trustees shall each year apply the residue of the said income of the Trust Fund and may at their discretion at any time and from time to time apply also **the corpus of the Trust Fund** in or towards any one of the following objects or purposes to the exclusion of the other or other of them in such proportion and in such manner and on such terms and conditions in all respects as the Trustees may in their absolute discretion think proper

9. To help , re-home primarily stray , breed dogs, cats , birds or other animals more importantly orphaned, injured and ailing young ones of the same, to help home them into deemed fit and loving homes decided by strict criteria to ensure they can live safe and happy lives.

10. To help an animal in need of rescue, medical aid, admission to hospital as and when we can physically be present at the site of need.

11. To provide foster care for orphaned, abandoned and other such needy dogs, cats and local birds or other animals that might be in need of the same subject



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to the availability of space in foster homes and animal shelters.

- a. To do routine background checks on the foster parents and inspect the foster home before sending the animals there.
  - b. To provide food and medical care of the animals in foster care when necessary.
  - c. To take an animal out of foster care if the facility imparts cruel treatment to the animal or is not fit for the welfare of the animals.
12. To prevent animal cruelty and take action for the same with respect to the Prevention of Animal Cruelty Act 1960 with the help of the local police station of the case in question and sister NGOs in the area.
13. To spread awareness on Animal Care with respect to the following :
- a. Animal First Aid
  - b. Animal Behavior
  - c. Animal Counseling
  - d. Consequences and Liabilities of Animal Cruelty and the steps to be taken therein.
  - e. Mass Awareness among citizens by way of Flyers, Social Networking, Digital Networking and Gatherings for the same.
  - f. Importance of the Indian Breed and its benefits.
  - g. The effects of wrong breeding of Pedigree Animals.
14. To establish, maintain, run and/or assist in establishing maintaining and running hospitals, dispensaries, clinics, medical centers, medical camps, mass medical education centers, medical care centers, animal welfare centers, post operative care homes including institutions to serve and educate the masses



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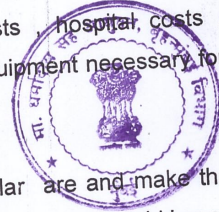
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on the preventive, curative and primary health care.

15. To run camps for mass vaccination of the Anti Rabies Vaccine and 9 in 1 Vaccine, Sterilizing, Deforming when the resources are so available, and work towards obtaining these resources.
16. To provide post operative care for animals inclusive of medication, food and identification collars.
17. To work in tandem with sister.NGOs, provide and obtain help from time to time.
18. To assist in behavioral issues of animals with the help of animal counselor when necessary.
19. To provide transportation of an animal to be adopted or rescued.
20. To delegate cases of Wildlife Rescue to the concerned authorities with regard to cases regarding the same. To provide information required in the case to the concerned party or to contact the authority in the event of a given case.
21. To collect donations in the form of Cash , Cheques , Online Transfers and in Kind including the following baskets , transport fare , food , medicines , cost of camps and awareness drives , kennel care and costs , hospital costs , Veterinary Bills , Cages , Bowls and all other Animal Equipment necessary for a particular case.
22. To prevent the dislocation of dogs of a particular are and make the concerned people aware of the damages and consequences that would hence follow. (Except in the cases of rehoming Puppies and kittens. )
23. To rescue Pedigree abandoned or tortured animals and help rehome them.
24. To encourage licensing of Pets with the B.M.C.



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- 25. To issue forms and maintain a record of adoptions done by YODA. Forms Attached. To make timely visits at the intervals of 3 days, 2 weeks and 3 months after the adoption is done to ensure the well being of the animal and thereafter maintain relationships with the adopters.
- 26. To acquire/buy/ purchase a vehicle for the transport of animals and provision of first aid when possible.
- 27. To acquire, buy, purchase, contract, build, maintain or to take on Lease/Rent and to sell, let out, contract, lease, subcontract any land structure to be used for the carrying out any object of the Trust including admission of injured animals, fostering of animals, post operative care, homing of needy homeless animals in exceptional cases without having any profit motive. All profits made by selling of any assets of the Trust will be used for the objects of the Trust.
- 28. Making grants in cash or kind to institutions and organization engaged in providing relief to animals in times of Natural Calamities or other such mishaps.
- 29. To do or cause to be done any activity for the general welfare of birds, animals and any living creature.
- 30. To organize events for the welfare of the cause this may include entertaining events. eg. Benefit Dinners, Auctions, Competitions etc.
- 31. To promote the organization at a national and international level so as to acquire help and sponsorship across the globe.
- 32. To maintain the right to decline help when not feasible and possible due to lack of space , manpower , funds and other such resources
- 33. To arrange, organize sponsor, subsidize, fund any activity to insure the

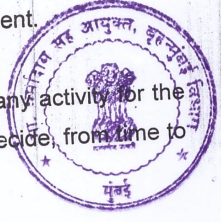


*[Handwritten signatures]*  
Talyal      Roja      POOJA      Akshay



animals at large for their medical expenditure.

- 34. To spread awareness and encourage the appropriate health measures to be taken by humans who are in close proximity and to ensure that everyone on the YODA Team is vaccinated and takes the necessary health measures to avoid infections and diseases.
  - a) To do or cause to be done any activity to save the lives of animals, birds and any other living creatures.
  - b) To establish, run or maintain or assist in establishment, running or maintaining of panjarapole, birdhouse, animal house etc. for the animals and birds.
  - c) To do or cause to be done any activity for the general welfare of birds, animals and any living creature.
  - d) To establish, maintain, erect, build, run, manage, organize, administer & support, resting places and other conveniences for the general use at whatever place/places, as the Trustees may deem expedient.
  - e) To do or cause to be done or to conduct or to promote any activity for the welfare of General Public in India as the Trustees may decide, from time to time.
  - f) To arrange discussions, Meetings, Seminars, Study Circles, Refresher Courses etc. on matters of public interest and for that purpose to arrange learned speakers from different fields.
  - g) Promotion of education or learning in such manner as the Trustees may think fit



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- h) To acquire, buy, purchase, contract, build, maintain or to take on Lease/Rent and to sell, let out, contract, lease, subcontract any land / structure whether agriculture or non-agriculture to be used for the carrying out any object of the Trust including rural development and building up of any structure and or building etc. for medical purposes or for granting relief to poverty or for any educational object and also for carrying out any sort of agricultural/horticultural without having any profit motive.
- i) Setting up or helping by endowments or otherwise orphanages or houses for the benefit of orphans and/or other deserving persons.
- j) Establishing, rendering help to any institutions carrying out any activity for the alleviation or minimizing of animal sufferings.
- k) Making grants in cash or kind to institutions and organization engaged in providing relief to people affected by natural calamities such as earthquake, flood, drought, riots, terrorism etc.
- l) To do or cause to be done any activity to save the lives of animals, birds and any other living creatures.
- m) To do or cause to be done any activity for the general welfare of birds, animals and any living creature.
- n) To establish, run and/or maintain or assist in establishment, running or maintaining of parab for water and food house for human being and animals and birds.
- o) To do or cause to be done any activities to develop, rejuvenate, organize, build, rebuild, renovate, rehabilitate, reconstruct, adopt villages and rural and backward areas i.e. Gramin Vikas.
- p) To do or cause to be done any social activities.



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- q) Any other activities, which are ancillary to the attainment of any above object or above objects.
- r) Subscription, contribution and/or donation to any charitable Trusts or Funds or Institutions for promotion of any of the aforesaid objects.
- s) To take over the management of any Trusts or Charities or Charitable Institutions as well as carve out the Trusts under any deeds of Trusts or charitable bequests or legacies under any will or testamentary writings, on such terms and conditions, if any, as may be thought fit by them in their absolute discretion having similar objects as that of these presents.

35. The Trustees shall have power in their absolute discretion to accept any other sums or properties or assets in any form or manner from any person, firm, institution including charitable institution, society, organization, company including themselves or any of them on such terms and conditions as may be deemed by them proper and the amount of such sums or properties or assets so accepted shall be treated and dealt with as forming part of the corpus of the Trust Fund and all the terms, powers and provisions hereto shall apply to the same and the Trustees shall be entitled to

36. Accept any terms and conditions regarding the same as they shall in their absolute discretion think fit.



37. **The Trustees shall be entitled to take over the management of any Trusts or Charities or Charitable Institutions** as well as carve out the Trusts under any deeds of Trusts or charitable bequests or legacies under any will or testamentary writings, on such terms and conditions, if any, as may be thought fit by them in their absolute discretion having similar objects as that of these presents.

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38. The Trustees shall in case where any aid is proposed to be given for charitable purposes to any institution, association, society, organization, body or trust, ascertain whether the objects of such institutions, association, society, organization, body or trust are in consonance with the objects of this Trust and if so satisfied, may give donation to such institution, association, society, organization body or trust for being utilized only for such objects.

39. The surplus and unapplied portion of the said income, if any, arising in any one or more years shall be accumulated by investing the same and the resulting income thereof, from time to time, from any of the investments in which the Trust Fund are hereby directed or authorized to be invested and may be credited to an account to be called the "Surplus Account" and the said Trustees shall have power in any subsequent year or years to expend as if such accumulations or parts thereof had been part of the income of the year or years in which the same are or is sought to be expended and applied, as aforesaid.

40. For the accomplishment of the terms of these presents and without prejudice to the generality of any powers hereby conferred or authorities hereby expressly conferred on the Trustees subject to the provisions of the Bombay Public Trust Act and any other law as may be applicable from time to time the Trustees of these presents shall have the following powers of management of the Trust and its assets and the funds to administer the Trust in furtherance of its objectives;

- a) To frame such rules and regulations for the management and administration of the Trust and institutions as the Trustees shall think fit and to alter or vary



the same from time to time and to make new rules and regulations. Provided that such rules and regulations shall not be inconsistent with the terms of Bombay Public Trust Act, 1950.

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- b) To set up Management Committee or Governing Council or Executive Committee or one or more sub-committee/s as the trustees may decide from time to time. **THESE COMMITTEES SHALL BE DISSOLVED AFTER THE PURPOSE OF THE WORK IS COMPLETED**
- c) The Trustees shall be entitled to appoint Chairman, Manager, Secretary, Joint Secretary, Treasurer & Joint Treasurer of the Trust and to confer upon them such powers and authorities as may be thought proper from time to time.
- d) To purchase, construct or hire or take on lease any immovable or movable properties for all or any of the purpose of the said Trust at such price, cost or rent and on such terms and conditions and for such period and with or without option for removal as the Trustees may think fit from time to time.
- e) To let out, lease demise, mortgage, charge or license or license any property belonging to the Trust for such rent or compensation and on such terms and conditions for such period as the Trustees may think fit;
- f) To appoint, dismiss and reappoint executives, officials, doctors, nurses, clerks, caretakers, attendants and other employees on such salary and on such terms as they may think fit or to appoint any other person or persons implied by law or conferred by statute or vested in the Trustees by these presents but the Trustees shall not be held liable or responsible for the acts or defaults of any such persons or person but only for their own respective act and defaults;
- g) To act according to the decision of the majority of Trustees, when the Trustees are not unanimous and such decision shall be binding



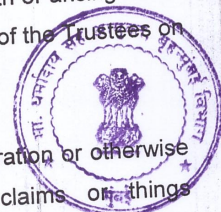





on the minority as well as on those Trustees who may not have voted. If the

Trustees shall be equally divided in opinion, the matter shall be decided according to the casting vote of the Chairman of the meeting;

- h) To reimburse themselves or pay and discharge cost of the funds or any property subject to the terms of these presents and income thereof, all expenses that may be incurred in or about the execution of the terms and power of these presents, including reasonable amount of traveling expenditure incurred for attending any meeting of the Trustees.
- i) To decide all questions arising in the administration of the Trust hereof and including all questions relating to the interpretation of these presents, the administration of any institutions maintained by the Trust or concerning anything or matter relating to connected with or arising out of these presents or the operation thereof. The decision of the Trustees on all or any of the matters aforesaid shall be final;
- j) To compromise, compound, abandon, submit to arbitration or otherwise settle any actions, suits, proceedings, debits, claims or things whatsoever arising out of the administration of the Trust Fund or any institutions maintained and for any of these purposes may enter into give, execute and do such agreements, instruments of composition or arrangements, releases and other things as to they seem expedient, without being liable or responsible for any loss occasioned by any set or thing so done by them in good faith as if they were Absolutely entitled to the Trust fund and the funds of institutions maintained by the Trust, without being answerable for any loss occasioned thereby;
- k) To deposit by way of safe custody any documents held by them relating to any property belonging to the Trust with any scheduled bank/s and/or



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*[Signature]*  
Pooja

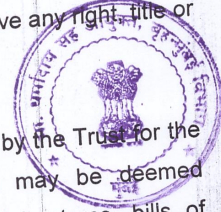
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approved custodian/s and to pay any sum payable in respect of such safe custody.

- l) **To make investments of the Trust Funds, as far as possible, in the name of the Trust.** If for any reason, it becomes necessary to hold or register any of the assets/ investments made out of the Trust Funds in the names of any of the Trustees, it shall be ensured that :
  - i) The property/ investment is registered jointly in the names of at least two Trustees;
  - ii) it will be recorded in the assets/investments Register as assets/ investments of the Trust is of the Trust and title documents thereof shall be kept in the safe custody.
  - iii) In case, any one of the Trustees holding any of the investments/ assets ceased to be Trustee, such investment will be transferred only in the names of any other Trustees and the heirs, administrators, executors or representatives of the person ceasing to be a Trustee shall not have any right, title or claim to such assets/ instruments.
- m) To borrow or raise any money that may be required by the Trust for the achievement of its object upon such terms as may be deemed advisable, and in particular by issue of bonds, debentures, bills of exchange, promissory notes, or charge all or any part of the immovable or movable properties belonging to the Trust subject to the provisions of the Bombay Public Trust Act and any other law as may be applicable.
- n) To establish and support or aid in establishment or supporting Funds, trusts or Institutions planned for the benefit of employees or ex-employees (or their dependents) of the Trust or any institutions maintained by it.



*[Signature]*

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P. S. J. A.

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R. S. J. A.

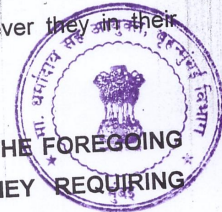
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- o) To become member of any other bodies of persons, associations of persons, institutions, societies and other bodies corporate including companies, limited by guarantee for the benefit of the Trust.
- p) To give power of attorney to such person or persons or firm or company or bank/s to realize the income of the Trust Fund and to collect the same on behalf of the Trustees.
- q) To do all such other lawful things as may be incidental to or conducive to the attainment of the objectives of the Trust.

41. **Investment of Trust Funds**

Subject to the provisions of any law for the time being in force and applicable to the Trust, the Trustees shall invest all moneys which is required to be invested in any instruments or properties of whatsoever nature and whomsoever situate in India and whether involving liabilities or producing income or not or upon personal credit with or without security and in any manner they may think proper, without being obliged to deploy the same in the investments authorized by law for investing the Trust Fund and to call, sell, convert or exchange such investments and properties, both movable and immovable, as are forming part of the Trust Fund, whenever they in their absolute discretion think fit or desirable to do so.

AND WITHOUT PREJUDICE TO THE GENERALITY OF THE FOREGOING POWERS, THE TRUSTEES MAY INVEST ANY MONEY REQUIRING INVESTMENT;



- a. In the purchase of any immovable property situated in India or elsewhere, and for the development thereof, the Trustees may borrow money at such rate of interest as they may think fit for the purpose, without security or on security of the Trust Fund or any property forming part of the Trust Fund;

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POOJA

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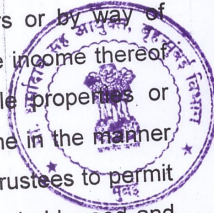
- b. In the purchase of or subscription to debentures stocks, funds, shares and securities of any company or corporation incorporated in India subject to Bombay Public Trust Act 1950 & Income Tax Act, 1961.
- c. In making loans upon the security of any immovable property or movable property.
- d. In making loans to or deposit with any person, firm, society, organization, institution or company or corporation;
- e. In any business which may be carried on by the Trustees, as such Trustees for and on behalf of the Trust hereby established or in partnership with any other person or persons for carrying out the objects of the Trust.
- f. In the purchase of any immovable property or acquisition of flat/s by becoming members of co-operative society to the intent that the Trustees shall have the same full and unrestricted power of investing and transposing the investments in all respects as they were absolutely entitled to them beneficially.
- g. In the execution of the powers of investment hereby or by law conferred upon the Trustees, no Trustee shall be liable for any loss to the Trust Fund arising by reason of any investments made in good faith; nor shall any Trustee be liable for any loss to or in respect of the Trust Fund unless such loss is attributable to his/her own dishonest or willful commission of an act known by him/her to be a breach of trust.
- h. Notwithstanding anything contained in or impliedly the powers aforesaid, the corpus and income of the Trust whatsoever derived shall be applied solely for public charitable objects as set forth in para 6 of these presents.



42. Subject to the provisions of Bombay Public Trust Act, it shall be lawful for the Trustees to construct, build, erect buildings, houses, tenements, pull down,

Handwritten signatures of trustees: Jalyal, POJYA, POJYA, POJYA, and Akash.

renovate, rebuild, alter, adapt, improve & develop or repair any immovable properties comprised in the Trust Fund and to expand all or any of the above thereof as the Trustees may in their discretion think fit and proper. If at any place the properties can not be held in the name of the Trust then and only then the Trustees shall be entitled in the name or names of one or more of them to become members of any co-operative society or other like institutions for the protection, benefit and improvement of the Trust or any property comprised therein, as also to enter into such contracts, and take such other actions and proceedings as they think proper for the purpose of such protection, benefit or improvement and to pay all fees and subscriptions and defray all charges & expenses as may be necessary and be entitled to enter into any agreement or contracts with the owners of or persons interested in any such properties whether restrictive or otherwise and whether for the benefit of the properties comprised in the 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 against loss arising from fire, lighting or civil commotion or other risks or losses as the Trustees may think proper from time to time; but no liabilities shall attach on the Trustees or any of them by reason of any property remaining uninsured in any way. The Trustees shall also have the power to set aside out of the balance of the interest and profit of any immovable properties after paying all rents, rates, taxes and other outgoings & expenses, from time to time, such of moneys as the Trustees may consider proper to meet the expenses of heavy repairs or by way of depreciations or sinking funds and to utilize the same and the income thereof for heavy repairs or for rebuilding or reinstating immovable properties or erecting new building and, in the meantime, to invest the same in the manner authorized by these presents. It shall also be lawful for the Trustees to permit any immovable 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.



43. To sale, transfer, assign any immovable property of the trust on such terms & conditions & at such consideration as the trustees may deem fit

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POOJA

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POOJA

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& upon any such sale or transfer of immovable property by the Trustees under the power aforesaid, the purchaser or purchasers, transferee or transferees dealing with the Trustees shall not be concerned to see or require whether the occasion for executing or exercising such power has arisen. But he will ensure that the provisions as to the appointment of and retirement of Trustees herein contained have been properly and regularly observed and performed.

Neither shall the purchaser or purchasers, transferee or transferees be concerned to see to the application of the purchase money or other consideration or be answerable for the loss, misapplication or non-application thereof.

a) The Trustees are hereby authorized to invite or accept donations of money, shares, debentures, bonds, securities, business & other movable or immovable properties from the Settler or any one else by way of gifts, grants legacy or otherwise on terms and conditions as the Trustees may think fit subject to that being not inconsistent with the terms of these presents and such donations shall be held by the Trustees as accretion to and augmentation of the Trust Fund and shall be subject to the same trust, powers and provisions as are contained in these presents and applicable thereto as if such money or other property formed part of the original Trust Fund. **PROVIDED THAT the Trustees may refuse to accept any such donation, grant or legacy in cash or in kind which they may in their absolute discretion consider unsuitable.**



- 44. a) The Trustees may meet together for the dispatch of the business and adjourn and otherwise require their meetings and proceedings as they may think fit.
- b) If situation so warrants a **resolution may be passed without any meeting of the Trustees** and evidenced in writing under the hands of the majority of the Trustees and same shall be as valid and effectual as a resolution duly

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Sriya

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POOJA

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passed at a meeting of the Trustees held in accordance with the provisions of these presents. A copy of such circular reason will be placed on record at the next meeting of the Trustees.

c) The **QUORUM** at any meeting of the Trustees shall be as follows:

<u>Strength of the Trustees</u>	<u>The number of Trustees Present (Quorum)</u>
2 trustees	2
3 trustees -	2
4 trustees -	2
5 trustees -	3
6 trustees -	4
7 trustees -	4
8 trustees -	5
9 trustees -	5
10 trustees -	6
11 trustees -	7

If there is no quorum, the meeting will be adjourned for half an hour and thereafter the members present at such adjourned meeting shall form the quorum.



d) A **1 day prior notice** is required for convening meeting of Trustees. However, an **emergency meeting** of the Trustees can be called upon by **12 hours'** notice, if a requisition for calling an emergency meeting is moved by any of the Trustees.

e) The Trustees shall keep or cause to be kept proper books of accounts in which all receipts and expenditures relating to the trust fund and any other institution/s maintained shall be entered and such books shall be kept at the office of the Trust or such institution as the case may be.








The accounting year of the trust shall be from 1<sup>st</sup> April of calendar year to 31<sup>st</sup> March of next calendar year.

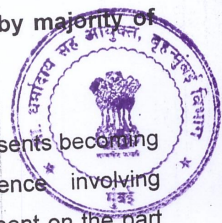
45. Any Trustee being lawyer, accountant, engineer or other person engaged in any profession, occupation or business shall be entitled to be paid all usual professional or proper charges for time expended, business transacted and acts done by him or any partner of his in professional capacity in accordance with Trusts hereof (including acts which a Trustee not being in any profession or business could have done personally) in spite of the fact that he shall be a Trustee of these presents.

46. APPOINTMENT OF NEW TRUSTEES

The trustees of these presents shall be the LIFE TIME TRUSTEES subject to other provisions of these presents. Any new life time trustee/s shall be selected by the existing trustees by method of selection by majority of votes.

In case any of the said Trustees for the time being of these presents becoming bankrupt or insolvent or being convicted of any criminal offence involving moral turpitude then and in every such case it shall be incumbent on the part of other Trustees to give notice to such Trustee so becoming bankrupt or insolvent or being convicted of any criminal offence involving moral turpitude at his/her last known address intimating that he/she is removed as Trustee of these presents and thereupon such Trustee of these presents shall cease to be the Trustees of these presents and such Trustee shall after receipt of such notice and whenever called upon to do so, do all necessary acts on his/her part to vest in the said Trust Fund in the continuing Trustee/Trustees or any such Trustee/s jointly with the new Trustee/s to be appointed under the provisions in that regard hereafter contained.

If and so often as the Trustees hereinbefore named or any of them or any further Trustee or Trustees, who may be at any time hereinafter appointed, die/s or becomes of unsound mind or suffers from a prolonged ill health or



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goes in to liquidation declared by an official liquidator or acting against the interest of the trust or removed from the office of the Trustees under the power for that purpose as provided herein or remain out of the Republic of India at a time for more than 12 months, without the leave of the Co-Trustees or be desirous of being discharged from or refuse or decline to continue or become unfit or incapable to act in the Trust, then and so often as the same shall happen it shall be lawful for the existing Trustees to appoint a person or persons to be a Trustee or Trustees in the place of such Trustee or such Trustees, if they deem it fit and that on every such appointment the Trust Fund shall become vested in the New Trustee or Trustees jointly with the

47. surviving or continuing Trustee or Trustees or solely, as the case may be, and every such Trustee or Trustees shall have the same powers as if he/she or they had on being originally named as a Trustee or Trustees of these presents.

48. **STRENGTH OF THE TRUSTEES :**

The maximum number of Trustees shall be **Eleven (11)** and minimum number shall be **Two (2)**.



49. **RESIGNATION BY TRUSTEES :-**

Any Trustee may at any time resign his office of a Trustee by giving one month's notice to his/her Co-Trustees and upon the expiry of such period, such Trustee shall be deemed to have vacated his office.

50. **BANK/ DEMAT ACCOUNT :**

The Trustees are authorized to open & operate bank account/s accounts with any bank and demat account with a bank or depository participant in accordance with the authorization of the Trust from time to time.

51. The Trustees shall be respectively chargeable only for such moneys, stocks, funds, securities and other assets of the Trust as they may actually receive

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Tulsi

*[Signature]*  
Pooya

*[Signature]*  
Pooya

*[Signature]*  
Arun



any of the assets; notwithstanding their signing any receipt for the sale of property or otherwise and shall be answerable and accountable only for their own respective acts, receipts, neglects and willful defaults and not for those of each other; nor for those of any bankers, brokers or other persons in whose hands any Trust moneys or assets may be placed, deposited or come and not for the deficiency or insufficiency of any stock, funds, and securities as also not for any other loss unless the same shall happen due to or through their or his/her own willful default or dishonesty respectively and, in particular, the Trustees shall be bound to take any steps or proceedings against a co-trustee for any breach or alleged breach or trust, committee by any co-trustee.

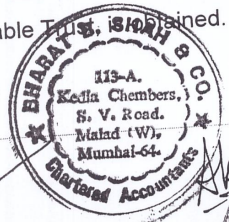
52. Where the Trustees in the purported exercises of the Trust's discretions and powers hereby or by law conferred, act on the advice of any counsel, solicitor or any lawyer, engineer, surveyor, land or estate agent, actuary, broker, cashier, accountant or expert, the Trustees shall not be responsible for any loss that may result from acting on such advice, but the act of omission shall be deemed to have been authorized and proper and the advice shall operate to protect the Trustees in the like manner as if the act of omission had been directed or authorized under an order of court of competent jurisdiction.

53. **AMENDMENT OF THE TRUST DEED :**

The provisions of this Trust Deed including the name of the Trust can be amended, altered, abrogated or varied by the Trustees provided they pass a resolution with 80% of majority of the trustees present in that meeting where fraction is to be considered as one to that effect and sanction (if necessary) of the appropriate authority as may be required under the Bombay Public Trusts Act, 1950 and/or the Income tax Act, 1961, and/or any other prevailing act applicable to the Public Charitable Trusts.



CERTIFIED TRUE COPY



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Handwritten signatures and initials, including 'B. B. Shah' and 'Bharat B. Shah & Co.'.

**BHARAT B. SHAH CO.**  
CHARTERED ACCOUNTANTS  
Membership No. 64038

54. **AMALGAMATION / MERGER**

Amalgamation / Merger of the trust can be done by the Trustees provided they pass a resolution in favour with 90% of majority of the trustees present in that meeting where fraction is to be considered as one to that effect and sanction (if necessary) of the appropriate authority as may be required under the Bombay Public Trusts Act, 1950 and/or the Income tax Act, 1961, and/or any other prevailing act applicable to the Public Charitable Trust, is obtained.

55. **TRUSTEES NOT ACTING IN THE INTEREST OF THE TRUST**

Any trustee who is not acting in the interest of the objects of the trust or is acting against the trust interest then he can be expelled out from the post of the trustee if rest of the trustees decide so by majority of votes in favour.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET THEIR RESPECTIVE HANDS AND SEALS THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED by within named )  
'SETTLER; CAPT. TAUSH SHASHIKANT SAKPAL )  
in the presence of Asle )  
----- )

x *Sakpal*

SIGNED AND DELIVERED by within named )  
MISS. PRIYA ANIL AGARWAL )  
the "TRUSTEE" \_\_\_\_\_ )  
in the presence of Asle \_\_\_\_\_ )

x *Agarwal*





34

SIGNED AND DELIVERED by within named

Mrs. POOJA TAUSH SAKPAL

the "TRUSTEE" in the \_\_\_\_\_

presence of Asu

*Pooja*

SIGNED AND DELIVERED by within named

Mr. AKARSH KATTINGERI HEBBAR

the "TRUSTEE" in the \_\_\_\_\_

presence of Asu

*Akarsh*

CERTIFIED TRUE COPY

*[Signature]*  
BHARAT B. SHAH CO.  
CHARTERED ACCOUNTANTS  
Membership No. 34935



*certified to be a True Copy*

*19/01/2012*  
Superintendent (J)  
Public Trusts Registration Office  
Greater Mumbai Region, Mumbai

*Asu*



①

**BEFORE THE ASSISTANT CHARITY COMMISSIONER,  
GREATER MUMBAI REGION, MUMBAI.**

**Application No. ACC-IV/157/11.**

(Under Section 19 of the B.P.T Act, 1950)

1. Mrs. Pooja Taush Sakpal

.....Applicant

V/S **E-27758 (M)**



2274

.....Opponent

NIL

In the matter of **"YODA-YOUTH ORGANISATION IN DEFENCE OF ANIMALS"**

**FINDINGS AND ORDER**

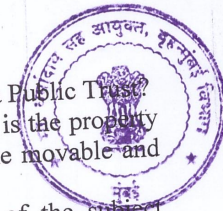
This is an inquiry under section 19 of the Bombay Public Trust Act, 1950 in to the application Ex.1 dated 13/01/2011 made in the above applicants. The matter is an uncontested one.

2. In the brief the case of the applicant is that the trust has been created by virtue of a Trust Deed dated 01/11/2011 for Educational, Medical, Charitable purpose Etc. as per Trust Deed at Ex.3. It is therefore prayed that same may be registered under the provisions of Bombay Public Trust Act, 1950.

A Public Notice under Rule 7-A of the Bombay Public Trusts Rules 1951 was issued as per Ex.6, but none has filed any objection.

4. The points for determination are as under :-

1. Whether the trust exists and whether such trust is a Public Trust?
2. Whether the property as shown in the application is the property of the trust and what is the estimated value of the movable and immovable property?
3. Whether the whole or any substantial portion of the subject matter of the trust is situated within my jurisdiction?
4. What are the names and addresses of the trustees and managers of the trust?
5. What is the mode of succession to the trusteeship and managership?
6. What are the objects of the trust?
7. What is the gross average annual income and expenditure of the trust?
8. What are the particulars of the documents creating the trust?



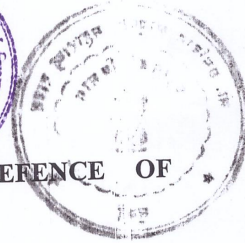


9. What are the particulars other than documents about the creation or origin of the trust?
10. What are the sources of the income of the trust?
11. What are the particulars of the encumbrances, if any, on the trust property?
12. What are the particulars of the scheme, if any, relating to the trust?
13. What are the particulars of title deeds pertaining to the trust property and the names of trustees in possession thereof?
14. Whether the particulars stated in the application are correct?
15. What is the name of the Public Trust?

5. The evidence produced before me consists of oral and documentary Ex.1 to Ex.10.

6. My findings on the above said points are as under:-

1. Yes, Yes
2. Yes Rs.1,000/-  
Value of Immovable Property Nil. Movable Property Rs.1,000/-
3. Whole
4. As per Ex.1, read with Trust Deed Dt: 01/01/2011 Ex.3
5. As per Ex.1, read with Trust Deed Dt: 01/01/2011 Ex.3
6. As per Ex.1, read with Trust Deed Dt: 01/01/2011 Ex.3
7. As per Ex.1
8. As per Trust Deed Dt: 01/01/2011 Ex.3
9. No findings
10. As Per Ex.1
11. No findings
12. No findings
13. No findings
14. Partly correct
15. **YODA-YOUTH ORGANISATION IN DEFENCE OF ANIMALS**



### REASONS FOR FINDINGS :-

The Record shows that the trust is in existence by virtue of a Trust Deed Dt:01/01/2011 Educational, Social, Medical, Charitable Purpose Etc. as per Trust Deed Ex.3. The value of the Trust Movable Property is of Rs.1,000/- which is in my jurisdiction. The names and addresses of the trustees and managers appear to be correct and the mode of succession to the trusteeship is that the surviving or continuing trustees shall appoint new trustees. The minimum and maximum number of trustees is Two and Eleven respectively as per Trust Deed. The objects of the Trust Deed are Educational, Social, Medical, Charitable nature. The documents under which

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Trust is created are at Ex.3 and other document thereof are Ex.1 & Ex.2, Ex.4 to Ex.11.

The contribution, interests etc are the sources of the income of the trust . The trustee Mrs.Pooja Taush Sakpal applicant is in possession of the documents regarding the trust property. The particular of the trust given in the application are correct. The trust named and styled as **YODA-YOUTH ORGANISATION IN DEFENCE OF ANIMALS**.

In support of the contents of application Ex.1 the applicant has filed his affidavit at Ex.11 in application. On the basis the documents produced on the record, I hold that, the trust is entitled to be registered under the Bombay Public Trust Act, 1950. Hence I pass the following order:-



### ORDER

1. **YODA-YOUTH ORGANISATION IN DEFENCE OF ANIMALS** be registered as a Public Trust under Bombay Public Trust Act, 1950.
2. The particulars as per findings recorded be entered in Schedule - 1.
3. The Certificate of 'E' **SECRET** be issued to the applicant.



*B.B. Pantavne*  
**(B.B.PANTAVNE)**  
Assistant Charity Commissioner (IV),  
Greater Mumbai Region, Mumbai.

Place : Mumbai  
Date : 08/03/11

*certified to be a True Copy*

*Rajendra J. Patil*  
Superintendent (J)  
Public Trusts Registration Office  
Greater Mumbai Region, Mumbai.

*A. S. Kulkarni*

