



CHALLAN
MTR Form Number-6



GRN	MH006614183	202021M	BARCODE	Date		05/11/2020-13:37:51	Form ID	25.1		
Department	Inspector General Of Registration			Payer Details						
Type of Payment	Non-Judicial Customer-Direct Payment Sale of Non Judicial Stamps SoS Mumbai only			TAX ID / TAN (If Any)						
Office Name	BDR1_JT SUB REGISTRAR ANDHERI NO 1			PAN No.(If Applicable)						
Location	MUMBAI			Full Name	GLOBAL COUNCIL OF ZOROASTRIANS TRUST					
Year	2020-2021 One Time			Flat/Block No.	0					
Account Head Details		Amount In Rs.		Premises/Building	0					
0030045501	Sale of NonJudicial Stamp		3100.00	Road/Street	0					
				Area/Locality	MUMBAI					
				Town/City/District						
				PIN	4	0	0	0	5	3
				Remarks (If Any)	PAN2*-PN=BURJOR ANTIA-CA=100001					
Total			3,100.00	Amount In Words	Three Thousand One Hundred Rupees Only					
Payment Details	STATE BANK OF INDIA			FOR USE IN RECEIVING BANK						
Cheque-DD Details		Bank CIN	Ref. No.			CPAAJZTAS9				
Cheque/DD No.			Bank Date	RBI Date			Not Verified with RBI			
Name of Bank				Bank-Branch	STATE BANK OF INDIA					
Name of Branch				Scroll No. , Date						

भारतीय स्टेट बैंक/State Bank of India
मुंबई मुख्य कार्यालय/State Bank of India
रोक - 9 NOV 2020
RECEIVED / PAYMENT
H MAHENDRA KOLI - 2822938

Department ID :

Mobile No. : 9892184757

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर चलन केवल दुर्यग निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.

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DEED OF TRUST

THIS DEED OF TRUST made at Mumbai on this _____ day of ^{December} ~~November~~ 2020

BETWEEN

(1) BURJOR HORMUSJI ANTIA of Parsi /Zoroastrian Religion, having address at 72, Ocean View Co-Operative Housing Limited , plot no. 66, Dumayne Road, near Colaba Bus Depot, Mumbai- 400 005

(2) DINSHAW KAIKI TAMBOLY of Parsi /Zoroastrian Religion, having address at C-1401, Ashok Gardens, Tookershi Jivraj Road, Sewree, Mumbai 400015

(3) KERSY NADIRSHA BHESANIA of Parsi /Zoroastrian Religion, having address at 13, School Building, Cusrow Baug, Shahid Bhagat Singh Road, Mumbai 400 001

Hereinafter called "THE SETTLORS" of the ONE PART;

AND

(1) BURJOR HORMUSJI ANTIA of Parsi, Indian Inhabitant, having address at 72, Ocean View Co-Operative Housing Limited , plot no. 66, Dumayne Road, near Colaba Bus Depot, Mumbai- 400 005

(2) SAM BALSARA of Parsi, Indian Inhabitant, having address at 47 Malcolm Baug, S.V.Road, Jogeshwari West Mumbai 400102

(3) YAZDI TANTRA of Parsi, Indian Inhabitant, having address at Flat No.1202, Om Niwas Plot No.10, Gulmohar Cross Road No.12, JVPD Scheme, Mumbai, Juhu Mumbai- 400049

(4) MEHERANGISH KERSY BHESANIA of Parsi, Indian Inhabitant, having address at Flat 13, School Building, Cusrow Baug, Shahid Bhagat Singh Road, Mumbai 400 001

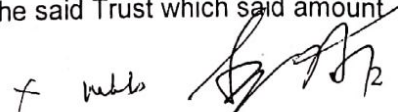
Hereinafter collectively called "THE TRUSTEES" (which expression shall unless repugnant to the context or meaning thereof be deemed to include the trustees or trustee for the time being of these presents) of the OTHER PART

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WHEREAS:

- (a) The Settlers, who are Indian citizens with consensus of Parsi/ Irani Zoroastrian community leaders from various regions who attended the 9th World Zoroastrian Congress had formed a Global Working Group 10 years ago in December 2009 to create a global organization to strengthen the Parsi/ Irani Zoroastrian community worldwide and look into matters relating to prosperity of the community.
- (b) With a view to take the matter further the Settlers are now desirous of creating an organization for benefit and betterment / upliftment of Parsi / Irani Zoroastrian Community worldwide including India and for that purpose to create a globally recognized coordinating and communicating thought forum of Parsi / Irani Zoroastrian community leaders for discussing ways and means to make the Parsi / Irani Zoroastrian community strong and prosperous worldwide; strengthening various segments of the community, spreading education; sharing each other's strengths, engaging youth, providing entrepreneurial support and generally uniting the community into one worldwide community without borders.
- (c) The Settlers also intend to assist any relief measures in those parts of the world including India which are subject to natural calamities like famine, fire, earthquake, scarcity of water etc., and also providing to poor and needy irrespective of cast, creed and religion, medical relief advancement and propagation or any general charity institutions, schools, hospitals etc.
- (d) Accordingly , the Settlers are desirous of creating a Trust called **GLOBAL COUNCIL OF ZOROASTRIANS TRUST** (hereinafter referred as "the said Trust") preferentially for carrying out specified projects, objects and purposes wide enough to confer benefits thereof, for members of Parsi/ Irani Zoroastrian community worldwide including in India and thereafter for all other persons irrespective of class, creed and community and for advancement of similar objects of general and social welfare and so that such benefit may be given directly by the said Trust.
- (e) The Settlers have requested the Trustees, to act as the Initial Trustees of the said Trust and the Trustees have accepted the said request of the Settlers.
- (f) The Settlers are absolutely seized and possessed of - Rs.1,00,001/- (Rupees One Lakh and One only) and for the aforesaid objects, the settlers are desirous of settling a Trust governed by Indian Laws the said sum of Rs.1,00,001/- (Rupees One Lakh and One only) as corpus of the said Trust which said amount

the Settlers are desirous to transfer to the Trustees of these presents subject to the powers and provisions hereinafter contained including power to increase the corpus of the said Trust and bring donations to the said Trust from time to time.

NOW THIS DEED WITNESSETH that in pursuance of the aforesaid desire and for carrying out such desire into effect the Settlers doth hereby grants, transfers and assigns unto the said Trustees the said sum Rs.1,00,001/- (Rupees One Lakh and One only). AND TO HAVE AND TO HOLD the same unto the Trustees to the use and upon the Trusts and with and subject to the powers, provisions, agreements and declarations hereinafter declared and contained and concerning the same that is to say:—

1. **TRUST FUNDS:**

The Trustees shall stand possessed of the said sum of Rs.1,00,001/- (Rupees One Lakh and One only) and the profits and income thereof and the stock, fund, securities, donations, contributions, subscriptions and amalgamations that may hereafter be collected by the Trustees under these presents and the properties movable and immovable for the time being representing the same respectively (hereinafter for brevity's sake called "the Trust Funds") upon the Trust and with and subject to the powers, provisions, agreements and declarations hereinafter declared and contained of and concerning the same, that is to say:

- (a) Upon Trust in the first instance to collect the dividends, interests, rents, profits and other income of the Trust Funds (hereinafter for brevity's sake called 'the income of the Trust Funds') and from and out of the same in the first place pay all the proper costs, charges and expenses of the Trust Funds and incidental to the collection thereof and all out-goings payable in respect of the Trust Funds and any immovable property or properties for the time being subject to the trusts hereof as also the costs, charges and expenses of and incidental to the execution, management and administration of the trusts and powers herein contained.
- (b) Subject to the provisions of sub-clause (a) of this clause, the Trustees shall hold the Trust Funds upon trust (so that as far as practicable the corpus shall always remain intact and only the income thereof shall be used, but with liberty to the Trustees at their discretion to use the corpus from time to time either wholly or in part or parts).

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2. OBJECTS:

For the specified projects foremost and preferentially for members of the Zoroastrian community worldwide being the Parsi, Irani Zoroastrians residing in India, the Zarathushtris residing in Iran and the Zoroastrian Diasporic community of Parsi and Irani Zoroastrians that reside in various Regions worldwide, and whose members serving as Trustees and staff, the objects of the Trust shall be as follows:

- (i) Advancement of culture;
- (ii) Advancement of Entrepreneurship;
- (iii) Welfare, upliftment and self-sufficiency of Mobeds and providing assistance in raising funds for their benefit;
- (iv) Relief of poverty, medical help;
- (v) To start, maintain and assist any relief measures in those parts which are subject to natural calamities, like famine, fire, flood, scarcity of water, earthquake, etc.;
- (vi) To grant aid for construction, repair and renovation of religious and heritage structure including community centers, Centers for Religious studies and institutes;
- (vii) Secondly, providing relief irrespective of caste, creed and religion to poor, relief to the deserving, medical relief advancement and propagation of any object of general charity, institutions, maintenance and support of the schools, educational institutions, hospitals, relief of any distress caused by the elements of nature, give educational grants interest free loans and assistance in advancement of learning in all its branches, establishing research work in connection with medicine, literature, technology, science, industrial problems or for providing funds for instituting and/or starting professorships or lectureships or giving scholarships in any branch of medicine, family planning, science, technology or commerce or law giving free aid to any charitable institutions, trusts, associations, organizations etc.
- (viii) "Notwithstanding anything contained herein above it shall be lawful for the Trustees to apply the Trust Funds for charitable purposes in India or accumulated for application to such purpose in India without any restriction as to any particular religious community caste or creed and in such shares and proportions and in such manner in all respects as the Trustees in their

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absolute discretion think fit that is to say, the relief of the poor, education and relief.

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PROVIDED FURTHER THAT NOTWITHSTANDING anything hereinbefore or hereinafter contained, the income as also the corpus of the Trust Funds shall be applied and be applicable only to or for such public charitable purposes and objects and subject to such conditions and/or limitations, if any, as may, from time to time, be laid down in the Income tax Act, 1961, or any other Act governing the taxation of income as will ensure or make the Trust and its income eligible for exemption from taxation under section 12A/12AA/12AB of the Income Tax Act, 1961, or any replacement or re-enactment thereof or modification thereof or under any other Government Laws for the time being in force in India.

(ix) To advance the cause of women and children and work towards their welfare and development and for that purpose create or establish within the Trust, a fund or funds for women and children.

(ix) Advancement of any other object of general utility for members of Parsi/ Irani Zoroastrian Community worldwide including India that may be regarded as benevolent purpose; as the Trustees and Settlers by consensus may think fit or as proposed by Regional Representatives and for one or more of such purposes to the exclusion of other or others as the Trustees and Settlers by consensus may think fit provided that the income as well as the capital as well as the corpus shall be applied only towards the specified projects for members of Parsi/ Irani Zoroastrian Community worldwide including India as aforesaid and any accumulation of income shall also be made and deemed to be made for application to such purposes PROVIDED FURTHER:-

(a) That notwithstanding anything herein before or hereinafter contained, the income as also the corpus of the Trust Funds shall be applied and be applicable only to or for such specified projects for benefit and betterment of for members of Parsi/ Irani Zoroastrian Community worldwide including India except in specific instances for the general welfare and upliftment of humanity and subject to such conditions or limitations if any as may from time to time be laid down in the Income Tax Act, 1961, or any other Act governing the taxation of income as will ensure or make the Trust hereby established and its income as eligible for exemption from taxation under the Income Tax Act, 1961, or any replacement or re-enactment thereof or modification thereof or under any other Government taxation for the time being in force in India.

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- (b) That the Trust hereby established shall be one to which the provisions of Section 80G of the Income Tax Act, 1961, or any replacement, re-enactment or the modification thereof for the time being in force shall apply so that any donation thereto be recognized eligible for exemption or relief from tax with regard to the Donor.
- (c) Without prejudice to the generality of the foregoing objects or purposes but subject as aforesaid IT IS DECLARED that the Trustees and the Settlers in consensus at the behest of the Regional Representatives shall in each year apply the income of the Trust funds and may at their discretion at any time and from time to time apply also the Trust Funds or any part or parts of the Trust Funds in or towards any one or more of the following objects or purposes (which according to the taxation laws be charitable objects or purposes) to the exclusion of the other or others of them in such proportion and manner in all respects being specified projects for members of Parsi / Irani Zoroastrian community worldwide including India as the Trustees and the Settlers by consensus may in their absolute discretion think proper.
- (d) The focus of the activities of the Trust shall always be of a Socio-Economic nature. The Trust will not be involved in any religious issues or participation or intervention in, including the publishing or distribution of statements and any political campaign of any nature whatsoever in any country or organizations. Prima facie, the aim of the Trust shall always be to provide a platform for coordination and communication between Regions; to strengthen and foster relations between Regions, to speak on behalf of Regions and to network with other community organizations/associations worldwide.
- (e) Provided further that every contribution by Trustees to any other Trust society or institution fund scheme or object having as its sole object all or any of the aforesaid trusts and objects shall be treated and deemed to be a furtherance and achievement of the objects for this Trust.
- (f) Provided Further that notwithstanding anything contained herein above the Trustees and the Settlers by consensus shall have an absolute power by deed inter-vivox or such other documents as may be necessary to delete any of the objects or provisions or any part of the aforesaid Trust which are found contrary to the concepts of charitable purposes or objects or outside the scope of the Indian Income Tax Act, 1961, or any re-enactment, replacement or modification thereof and other taxation law as may be applicable from time to time and enforced.

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in India or the provisions of any other law relating to the public charities in India. The furtherance of these objects shall be the joint responsibility of settlors, trustees and regional representatives and such change shall be by due process laid under law and with prior approval of the relevant regulatory authorities in India.

3. NAME OF THE TRUST AND REGISTERED OFFICE OF THE TRUST

The Trust hereby established shall be designated as **GLOBAL COUNCIL OF ZOROASTRIANS TRUST** and the said name shall never be changed. The Trust office shall be situated at E-604 Remi Bizcourt, Off Veera Desai Road, Andheri (West) , Mumbai- 400053 , and/or such other place or places as the Trustees may from time to time determine. The Trust shall have center/ sub- centers/ branches in USA, Canada and UK in accordance with local laws with prior approval of Settlers, Trustees and Regional Representatives and in conformity with the regulations of this trust.

4. TRUSTEESHIP:

The total number of Trustees of these presents shall not be less than three and more than fifteen in number of which no more than half to the nearest larger whole, shall be Indian Citizens who shall together constitute the Board of Trustees. In recognition of their efforts to form this organization all the Trustees including Initial Trustees constituting the first Board of Trustees shall be termed the Founding Trustees.

All the Trustees of these present other than those serving by virtue of being organizational heads shall demonstrate their commitment with a substantial contribution to the trust funds as is permitted by law.

All Trustees (including the initial Trustees) shall serve for a term of 4 years and further term of 4 years in total 8 years or until they resign or otherwise vacate their office or are disqualified or removed as hereinafter contained.

However, any of the said trustees may at any time resign from his office of the Trustee by giving one month's notice to the co-trustees/Chairman and upon the expiry of such period, such trustee shall be deemed to have vacated his office.

The Trustees other than those representing the major organizations/regions will serve this trust in their individual capacity, independent of their affiliation with other organizations/Trusts. However, trustees of major organizations and those heads specifically nominated by their regions serving by virtue of being heads of organizations shall represent their respective organizations without prejudice to their affiliation with any other organization/Trust.

Mr. [Signature]

Ms. [Signature]

There will always be a Global Representation of half or one less than the number of Indian Trustees of Parsi and Irani Zoroastrians with foreign passports and/or PIO/OCI Cards so that Trust shall be global in nature.

5. **DISQUALIFICATION OF THE TRUSTESHIP:**

In case any of the said Trustees for the time being of these presents shall become bankrupt or insolvent or shall be convicted of any criminal offence involving moral turpitude then and in every such case it shall be lawful for the other trustees to give notice to such trustee so becoming bankrupt or insolvent or being convicted of any criminal offence involving moral turpitude or the co-trustees in unison expressing no confidence, by notice 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 Trustee of these presents nor be on the advisory board 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 or Trustees or any such continuing trustee or trustees jointly with the new Trustee/s to be appointed under the provisions in that behalf hereinafter contained.

It is hereby explicitly clarified that in case and so often as the Trustees hereby constituted or any of them or any future Trustees or Trustee of these presents shall go to reside abroad for more than 6 months, they shall not be deemed to become incapable to act in the Trust hereof and the same shall not be a ground for disqualification.

In case any Settlor who is appointed as a trustee, becomes bankrupt, or insolvent or is convicted of any criminal offence involving moral turpitude then the aforesaid terms shall apply and he/she will no longer remain a Trustee nor be on the advisory board or be a part of any proceedings pertaining to the trust.

6. **APPOINTMENT OF NEW TRUSTEES:**

Consensually Settlers may appoint one or more Settlers from among themselves to serve as a Trustee/Trustees provided the Settlor/Settlers so appointed as Trustees does not disqualify as mentioned in the aforesaid clause No. 5.

"The President/Chairman of major organizations may serve as a Trustee of this trust provided he meets with the qualifications for a Trustee for the duration of his term as president or for a period of 4 years renewable for another period of 4 years whichever comes first. In the event the term of president extends beyond the term prescribed above the president shall be replaced by another office holder of the organization with the same limitations as prescribed above and subject to acceptance by the Board of Trustees and Settlers followed by a resolution. Upon the appointment of a new president the new president shall

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replace the office holder forthwith.

In future, any participating regional organization, either formal or informal, may they wish, can nominate the President/Chairman of their organization as a Trustee. However, a nominee in each case will be subject to acceptance by the Board of Trustees and Settlers followed by a resolution of the Board of Trustees. All trustees shall be required to meet with the laws/regulations as applicable in India from time to time.

In future Settlers and trustees shall also appoint prominent individuals from the Parsi/Irani Zoroastrian Community to be Trustees provided they agree and qualify. The term of the new trustee will be for four years renewable for another four years. Following the first four years of a trustee the renewal of the succeeding four years shall be routine unless there is a cause in the opinion of fellow trustees not to renew. Vacancy among the trustees shall be filled by appointment by other trustees.

The Settlers shall remain settlers for life and those Settlers who become trustees shall serve for a term of 4 years and further term of 4 years in total 8 years or until they resign or otherwise vacate their office or are disqualified or removed as hereinafter contained.

All trustees unless disqualified or resigning but in case and so often as the Trustees hereby constituted or any of them or any future Trustees or Trustee of these presents is removed or shall die or desire to retire or refuse or resign or become incapable to act in the Trust hereof or take the benefit of the Insolvency Law for the time being in force then or disqualified and in every such case it shall be lawful for the surviving or continuing Trustee or Trustees for the time being of these presents (and for this purpose the retiring or refusing Trustees shall if willing to act in the exercise of this power be considered a Continuing Trustee) shall by simple majority to appoint any other person or persons as the Trustee or Trustees in the place of Trustee or Trustees so dying, or convicted as aforesaid or retire, refuse, resign or becoming unfit or incapable to act as aforesaid, provided the person appointed demonstrates his/her commitment with a substantial contribution to the trust funds as permitted by law. The trustee so appointed shall be eligible to serve a term of 4 years in total 8 years and subject to all other requirements for trusteeship.

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7. **TRANSITIONING OF TRUSTEES:**

Upon every such appointment of the Trustees as aforesaid the Trust Funds shall be so transferred as to become vested in the New Trustees or Trustee either jointly with the Continuing Trustees as the case may require and every newly appointed Trustee as well as before as after the said Trust Funds shall have become vested in him shall have all the powers and authorities of the Trustees under these presents.

8.. **APPOINTMENT OF CHAIRMAN & OFFICERS:**

The first Chairman of the Board of Trustees and all succeeding chairman shall be elected by simple majority by the Settlers and Founding Trustees from among the trustees. The Chairmanso elected shall serve in his independent capacity without prejudice to his affiliation and/or position within his Region.

The Chairman of the Board of Trustees or his designee shall preside at all meetings of the Trust including meetings of Regional Representatives (in person or online).

The Trustees and the Settlers shall by consensus appoint such officers for governance/ administration of the Trust as they deem fit in their own discretion. The Trust shall have a minimum of 3 officers being Chairman, treasurer and secretary. Whereas the treasurer shall always be a citizen of India, the secretary may be from any Region.

The Chairman shall serve for 4 years, renewable for another 4 years or until he resigns whereas Treasurer and Secretary shall serve for a term of 4 years or until his/her successor is duly appointed.

The Trust shall not be liable for any unauthorized act of the officers or any other person. The office bearers performing their duties in official capacity shall not be liable to be sued by any person/ organization forming a part of the Trust or otherwise having received indemnification in writing from the Trust.

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9. **MEETING OF TRUSTEES:**

The Trustees and the Settlers by consensus shall ordinarily transact their business in a duly invited and assembled meeting, in person or online, which should take place at least once during every six months (half yearly) at the registered office of the Trust or a designated meeting place. The meetings can also be held through internet or any other modern mode. Notice in writing of every Trustee Meeting with the agenda for the meeting shall be delivered or sent through email / courier/ hand delivery at least 5 days before the date of such meeting. In case of urgency the Trustees and Settlers by consensus may agree to waive the notice for an item of business of the Trust and for the agenda of the meeting. Notice of the meeting shall also be delivered to all Regional representatives (Rrs) on record who may attend the meeting as observers with voice but no vote.

The Trustees shall keep and maintain proper minute books in respect of all the meetings of the Trustees and of all circular resolutions passed by them from time to time and other necessary books and records. Trustees may engage the services of a staff to transact the business of the trust.

Three Trustees and a majority of Settlers shall form a quorum at all meetings of the Trust. Resolution with respect to all matters of the Trust shall be transacted by consensus failing which by $\frac{3}{4}$ majority vote of the Trustees and Settlers for important issues such as changing the objects of the Trust and/or any other clauses of the Trust Deed and by simple majority with respect to ordinary issues. On the circular all the Trustees and the Settlers for the time being of these presents must record their votes before any action can be taken on the subject of the circular

10. **MEETING PLACE:**

Trustees and the Settlers by consensus may, purchase or rent or hire a place for their office for holding meetings of the Trustees and transacting the business of the Trust and furnish it with necessary furniture at the cost and expenses of the Trust Funds.

11. **GOVERNANCE:**

The powers of the Trust and its activities and duties in its administration of its business shall be governed by its purposes, by the laws under which it is incorporated and by this Trust.

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The Settlor's, and regional representative's wishes or directives with regard to administration and management of the Trust shall be respected and considered by all the Trustees.

12. **ADVISORY BOARD:**

Upon creation of the Trust, the Settlers and Trustees shall in addition to their role of being fiduciaries for the trust constitute an Advisory Board either among themselves or appoint other eminent community members to serve in an advisory capacity and ensure continuity and perpetuation of the Trust maintaining close contact with each other and provide overall direction. In fulfillment of this mandate Settlers, Trustees, Advisors and individuals of the Managing Committee may attend all meetings of the Trust and accordingly be served notice of such meetings.

The Settlor as an advisor shall continue to serve for life or until they voluntarily resign or are incapacitated or disqualified.

The Initial Trustees as Advisor shall serve for a term of 4 years and further term of 4 years in total 8 years or until they resign or otherwise vacate their office or are disqualified or removed as hereinafter contained.

The Advisory board shall be called upon annually to give their assessment of the functioning of the Trust and any other direction they deem fit.

13. **REGIONAL REPRESENTATIVES OF THE GLOBAL WORKING GROUP (GWG)**

In furtherance of the aim of the Trust to provide a platform for coordination and communication between regions a Global Working Group has been constituted comprising of one or two representatives, termed the regional representatives (Rrs,) in various participating Regions around the Globe in accordance with the general agreement reached between the representatives and recorded at the meeting held in Mumbai on January 7, 2020.

Any participating Region may at any time write to the Chairman and seek observer status, which will negate the right of its representatives to participate in the decision-making process but may have its voice heard at all meetings and deliberations of the GWG. In future, if any of the participating Regional organizations, either formal or informal, should they wish, can nominate the President/Chairman of their organization as a Trustee.

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However, this will be subject to acceptance by the Board of Trustees and Settlers followed by a resolution of the Board of Trustees.

Nothing in this document shall be construed to interfere in the religious and administrative autonomy of participating Regions or individuals associated with the Region except to counsel each other in the interest of providing assistance for preservation of the fair name of the community worldwide.

B: Election of New participating Regions:

Upon the receipt of a written application to the Chairman of Global Council of Zoroastrians Trust, for participation, the Settlers, Trustees and Regions after proper review shall admit the participating new region by consensus.

C: Dues and Levies:

There shall be no dues and levies for participating regions and their representatives. Willing contribution and support in the furtherance of the objects of the Trust shall remain the prerogative of each participating region.

D: Rights, Privileges and Duties of Participating Regions:

Rights:

- (i) - To have its Regional Representatives a voice at all the deliberations of the Trust including Board Meetings of Trustees and Settlers, which can be attended by the Regional representatives but without a vote.
 - To have its authorized designee hold and stand for office.
 - To have its authorized designee inspect the books of the Trust and
 - To appoint not more than two representatives namely President and an Office Bearer to represent the region at all Trust deliberations.
- (ii) A Region has the privilege to receive any and all literature and communication distributed by the Trust and in turn has the duty to distribute such material as appropriate to its constituents.
- (iii) Regions and their representatives have the duty to uphold the purposes and objectives of the Trust.
- (iv) All the Regional Representatives shall be provided with a copy of the Registered Deed of Trust and/or any other amended Trust Deed as and when changes take place.

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X M Deed

- (v) The Regional Representatives shall not engage, other than as an insubstantial part of the activities in activities which are not in furtherance of one or more of these objects. However, the Regional representatives with approval of Trustees and Settlers shall be able to speak on behalf of the Trust at International forums, network with community organizations, NGOs, associations of civil society and faiths to bring about peace and harmony and promotion of human rights.
- (vi) No individual nor any group or entity associated with the Trust directly or indirectly shall claim or covet the assets or seek entry to institution or institutions of any of the Regions, otherwise prohibited.
- (vii) All decisions of the Regions shall be by consensus.

E. Cessation of Participation

A Region may be removed from participation at any time for activities prejudicial to the purposes, objectives and the good name of the Trust. The Region whose removal is so sought shall have an opportunity to hear the reasons for its proposed removal and shall have the right to be heard for its own defense either in person or in writing by the President. The Region shall be given full opportunity to correct itself and conform to the purposes and objectives of the Trust prior to any action on the proposed removal. The removal shall be effective by consensus of the Trustees, Settlers and Regional representatives. If the action for removal was prompted by the activities of a Regional Representative, in such cases, replacement of the Regional representative with another by the Region shall be deemed sufficient.

Any Region may voluntarily resign from participation by submitting the letter of resignation in writing to the Chairman or the Secretary of the Trust.

14. COMMITTEES:

The Trustees, Settlers and Regional Representatives shall by consensus appoint a Managing Committee, Standing Committees and Adhoc Committees as they deem fit to handle special projects. Ad-hoc committees may also be constituted by the Trustees.

The Committees shall be working bodies, and their role shall be to expedite and fulfill the purposes of the Trust and to transact specific activities of the Trust. The area of responsibilities shall be as defined by the Settlers, Trustees and Regional Representatives by consensus.

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14A. Managing Committee:

Managing Committee shall consists of eminent Parsi and Irani Zoroastrian individuals, who shall be involved in the affairs of Trust to suggest smooth working of the Trust and to provide continuity. The Managing Committee shall comprise of 5 individuals of eminence in the community.

14B. Standing Committees:

The standing committees shall include but not be limited to the following:

- A. Entrepreneurship
- B. Culture
- C. Mobeds (Includes Mobeds Councils and Athornan Inst.)
- D. Education
- E. Youth
- F. Infrastructure
- G. Publication (print and media)
- H. Finance
- I. Operations (Policies, procedures and Congress matters...)

Existing standing committees may be eliminated and new standing committees created with the consent of the Settlor, Trustees and Regional representatives. The Chairman at his discretion may appoint or replace the chair of each standing committee or ad-hoc committee after due consensus.

The Chair of a Standing Committees may appoint members of their own committees.

The Chairman and a Settlor or a Trustee shall be ex-officio members of each standing committee.

14.C. Ad-Hoc Committees:

The Chairman shall have the power to appoint ad-hoc committees and the chair of the ad-hoc committees when situations demand to address specific issues and may terminate them at his discretion. The chair of the ad-hoc committees may appoint members of their own committee.

14.D. Committee budget and reports:

The Chair of each standing committee and ad-hoc committee shall prepare a budget and present it to the treasurer 60 days prior to the end of fiscal year for consideration in the annual budget to be prepared by the treasurer no later than 30 days prior to the end of the fiscal year. The budget so prepared by the treasurer shall be effective upon approval by the Settlor, Trustees and Regional Representatives. Committees shall be encouraged to raise funds for their

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specific purposes with the knowledge and support of the Region(s) where the fund raising activity is to take place.

Each committee shall submit a status report to the secretary once each year upon a call for submission of annual reports by the secretary which shall be promptly distributed to the Regions within 30 days of their receipt.

15. MEETINGS & AGENDA:

15.A. Annual General Meetings:

The Annual General Meeting (AGM) of the Global Working Group, shall be held any time during the fiscal year within six months from the close of the previous financial year.

Settlers, Trustees, Advisors and Individuals of the Managing Committee may attend the meeting and participate in the deliberations and lend advice as appropriate.

More than one half of the participating Regions should be represented in person or by proxy submitted to the secretary prior to the AGM for the meeting to be official in which case any decisions taken shall be confirmed in writing by the Regions not present.

The location of the AGM shall be agreed upon by the Regions at the previous meeting or by mail following the previous meeting. Some meetings may also be convened electronically using video conferencing and such technology.

Observers who wish to attend the AGMs will require prior permission of the Chairman with no voice unless the president explicitly calls upon an observer to voice an opinion.

A 60-day notice shall be provided to the Regions, Trustees Settlers, Advisors and Individuals of the Managing Committee by the secretary for the meeting which shall indicate the location, date and time of the proposed meeting, with a request to submit items to be included on the agenda no later than 30 days prior to the meeting date.

The agenda for the Annual General Meeting and any ballot sheets if necessary shall be sent to all Regions by the secretary no later than 30 days prior to the meeting.

Any notice and attendance requirements may be waived or reduced with the consent of the Regions.

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All meetings shall be held in a cordial manner, in the spirit of togetherness and respect for human dignity. Impairment of dignity of a person shall have no place in the Council deliberations and cause for repudiation by the Chairman. All deliberations of the Council shall be in accordance with International norms.

15.B. AGENDA FOR THE AGM:

The agenda shall include, but not be limited to, the following:

- Officers reports
- Administration report with a complete review of the organization, as in operation prepared by the Officers
- Approval of chairs to the standing committees, if any.
- Review and approval of the financial statements of the preceding year and consideration of a budget for the next fiscal year.
- Review and adoption of all committee reports and other operational reports and taking appropriate action.

Regional representatives who are unable to attend in person shall indicate their decision on agenda items to the secretary in writing on the ballot sheet provided prior to the meeting. In any event all decisions taken at the meeting shall receive the consent of all Regions following the meeting.

Other Meetings:

The President may request holding of interim meetings upon compliance with the same notice and attendance requirements as for the annual general meeting.

16. NO LIABILITY FOR ANY OFFICE BEARERS:

It is hereby clarified that the Settlers, Trustees and/or Regional representatives performing their duties in official capacity and under these presents, at no point of time shall be liable to be sued by any person/ organization forming a part of the Trust or otherwise having received indemnification in writing from the Trust. All settlers and trustees serve purely in their independent capacity, received indemnification without transferring and liability the organizations they represent or other organizations they may be affiliated with.

17. ACTIVITY:

The Trust shall carry out various activities to meet the socio- economic objects for welfare of Parsi/ Irani Zoroastrian community worldwide.

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18. VESTING OF THE TRUST PROPERTIES:

The Trust fund and properties shall vest in the Trustees of the present Deed of Trust and on execution of Deed of Appointment of New Trustees and by passing of Resolution and the Trust shall be administered and managed by them and the Settlers by consensus in conformity with the provision of the said Trust.

19. INVESTMENTS:

All moneys forming part of the Trust Funds and requiring investment shall be invested in the name of the Trust by at least two of the Trustees for the time being of these presents or where allowed in the name of the Trust in or upon any of the securities authorized by law for investment or in or upon the purchase of first legal mortgage of immovable properties PROVIDED HOWEVER THAT in case of leasehold properties for a term, 30 (thirty) years at least or such term shall be unexpired at the date of such investment or purchases and with liberty to the Trustees in case of leasehold properties to waive the production of the Lessor's title and the Settlers by consensus shall be entitled from time to time to vary and transpose the said investments into or for others of the same or a like nature. The Trustees and the Settlers by consensus shall also be entitled to keep and maintain the account or accounts of the Trust and the Investments of the full or part of the Trust Funds with any person or persons, companies (whether public or private), firm or firms or any other funds or institutions as they may in their absolute discretion think fit subject nevertheless to the compliance of all legal formalities necessary and under the laws for the time being in force relating to the public charities.

20. DISPENSATION OF INCOME:

The Settlers and Trustees shall by consensus decide so far as the income of the Trust funds or any part thereof shall not be applied in and upon the Trusts under these presents, to invest and accumulate the same in the names of the Trustees in any investments permitted under these presents with power to the Trustees and the Settlers by consensus to vary and transpose any investments for others of any nature hereby authorized. The Trustees shall stand possessed of such accumulation upon the same trusts as are hereby declared of and concerning the Trust Funds PROVIDED ALWAYS that the Trustees and the Settlers by consensus shall be at liberty to apply the whole or any part or parts of such accumulations at any time in or towards the trusts herein contained as if the same had been the income arising in the year in which the same shall be so applied.

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CONTRIBUTIONS:

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The Trustees and the Settlers by consensus shall have power to increase from time to time the corpus of the Trust and accept upon such terms as they may think fit any donations or contributions which any person may be desirous of making to the Trust Funds (whether such donations, contributions be of money, shares and securities, debentures, bonds, stocks, and/or other property, movable and/or immovable) PROVIDED ALWAYS THAT the terms upon which such donations or contributions shall be accepted shall not, in any way, be inconsistent with or repugnant to the objects of these presents and shall only be for the purpose of the Trusts created under these presents to be utilised only in furtherance of its objects PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that save as otherwise expressly provided by the terms of the donations, or contribution aforesaid the Trustees and the Settlers by consensus shall, be entitled to treat such donations or contributions or any part thereof as part of the corpus of the Trust Funds or to utilise such donations or contributions or any part thereof for the furtherance and fulfilment of the objects of the Trust.

CONVERTING TRUST FUNDS:

The Settlers and Trustees by consensus shall be entitled at such time or times as they think fit to sell and convert the Trust Funds and/or Trust properties or any portion thereof by due process laid under the law and with prior permission of the regulating authority or authorities as may be applicable.

RECEIPT OF FUNDS FROM ABROAD:

The Trustees will apply for permission under the Foreign Contribution (Regulation) Act to receive funds in India from abroad as per the provisions of Indian Laws.

LEASING OF IMMOVABLE PROPERTIES:

The Trustees and the Settlers by consensus shall have the power to let, sub-let or give on leave & license basis or otherwise the immovable properties belonging to the Trust from month to month and from year to year or for any term of years or for 30 years with permission of Charity Commissioner and to sell, exchange and purchase immovable properties upon such terms and conditions as they may, in their discretion, deem fit from time to time.

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25. **HOLDING OF MOVEABLE & IMMOVABLE PROPERTIES:**

The Trustees and the Settlers by consensus shall keep the movable and immovable properties from time to time forming part of the Trust Funds in good and tenable condition and duly insured.

26. **IMPROVEMENT OF IMMOVABLE PROPERTIES:**

The Trustees and the Settlers by consensus shall have the power to make any additions, alterations and improvements to the immovable property or properties of the Trust Funds and to develop the same from time to time in such manner as they, deem fit and proper from time to time by due process laid under the law and with prior permission of the regulating authority or authorities as may be applicable.

27. **DISPOSAL OF PROPERTIES:**

The Trustees and the Settlers by consensus shall at all times be entitled to sell or otherwise dispose of any property belonging to the trust comprised in the Trust Funds which does not consist of money for such consideration and upon such terms as they, in their discretion, may deem fit and proper with permission of the Charity Commissioner.

28. **BORROWING OF FUNDS:**

The Trustees and the Settlers by consensus shall if the situation so requires be entitled in their discretion to borrow moneys upon such terms, conditions and securities as the Trustees in their discretion deem fit and proper from time to time and to manage the Trust property comprised in these presents as security for repayment of the loans borrowed for the purposes of the trust by due process laid under the law and with prior permission of the regulating authority or authorities as may be applicable.

29. **AUTHORITY TO OPEN BANK ACCOUNTS:**

The Trustees and the Settlers by consensus shall be entitled to open and maintain in the name of the Trust the Bank saving account or accounts with any Scheduled Bank or Banks as they shall from time to time decide and all moneys so far as possible, shall be paid in such account or accounts and any two Trustees/Treasurer jointly shall be entitled to operate such account or accounts.

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30. **ARBITRATION:**

The Trustees and the Settlers by consensus shall have full power to apportion the Trust Funds and to compromise or compound all actions, suits and other proceedings and all differences and demands and refer any such differences or demands to arbitration and to adjust, settle and approve all accounts relating to the Trust Funds and to execute releases and all documents necessary in the premises and to do all other things relating thereto respectively as fully as if they were absolutely entitled to the Trust Funds and without being answerable for the loss occasioned thereby.

31. **ASSIGNMENTS OF FUNDS:**

Instead of themselves spending any sum for any purpose authorised by these presents or by law or by statute the Trustees and the Settlers by consensus shall have full power to pay any sum for the purpose of such expenditure to the Treasurer or Secretary or other official or any institution without being bound to look after the application thereof and the receipt of any such Treasurer, Secretary or official shall be a complete discharge to the Trustees for such payment and for seeing to the application thereof, subject to necessary permission required under any law for the time being in force relating to public trusts.

32. **MANAGEMENT:**

All records, minutes books, title deeds, securities, account books, vouchers, papers and documents relating to the Trust shall remain in the custody of such person or persons and at such place or places as the Trustees and the Settlers by consensus may from time to time determine.

The Trustees and the Settlers by consensus and/or any officer appointed by them in this behalf shall keep proper books of account in which all receipts and expenditure relating to the Trust shall be entered and such books shall be kept at the Office of the Trust.

The Accounting Year of the said Trust shall be financial year beginning from 1st April and ending on 31st March of each calendar year or any other period notified by Income Tax Department / Government of India. The Trustees and the Settlers by consensus shall in each financial year have made and prepared all proper accounts of receipts and expenditure in connection with the managements of the Trust for the preceding year showing separately several heads of receipts and expenditure and such accounts shall be audited by a Chartered Accountant appointed from time to time by the Trustees and the Settlers by consensus.

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33. CONSENSUAL AGREEMENT/OPERATION:

The Trustees and the Settlers by consensus shall be entitled to make rules and regulations for the day to day management of the Trust and all matters relating to the Trust and Trust Funds and their management including the conduct of the meetings of the Trustees and the Settlers provided such rules and regulations shall not be repugnant to the provisions hereof or offend against the purposes of the Trust or be inconsistent therewith.

All decisions relating to operational matters of the Trust shall receive the consent of participating Regions. Consent of a Region shall be deemed to have been received if a Region does not object to a decision adopted by the Regions present at the meeting or a conference call or any other media, in writing within 30 days of circulation of that decision to all Regions by the Secretary. The 30-days' time period may be extended at the discretion of the Chairman. If dissent is registered by the Region on a particular decision every effort shall be made by the other Regions and/or the officers to bridge the difference, otherwise the decision shall be tabled until amicable resolution is reached, failing which by opinion of 75%.

34. APPOINTMENTS OF ATTORNEYS & LEGAL ADVISOR:

The Trustees and the Settlers by consensus shall be entitled at their discretion to employ or engage Attorneys and legal advisors and other persons and to appoint local committees at any place or places as they may think necessary for carrying out the Trust or the management thereof and if and when they shall think fit to employ and pay out of the Trust Funds, charges and remuneration and/or salary to any person or persons so appointed to do any act or acts including the receipts of money although they or some one of them could have done that act or those acts and any of the Trustees being a person engaged in any profession or business or any firm of which he shall be a member as if he or they shall in the performance of the Trust or the exercise of the powers hereby created do any act or acts which only a person engaged in that profession or business or any firm of which he shall be a member may if he or they shall in the performance of the Trust or the exercise of the powers hereby created do any act or acts which only a person engaged in that profession or business can do make and be paid out of the Trust Fund such charge or charges for the act or acts done by him or his firm as aforesaid as he or they might make and recover if that act or those acts had been performed for or at the request of any person for whom that Trustee was not a Trustee.

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35. **OPERATION OF THE TRUST:**

The receipt in writing of any two Trustees for the time being of these presents for any interest, dividend or income of the Trust properties or for any deeds, papers, writings, documents or other moneys and effects payable or deliverable to the Trustees shall be a sufficient and effectual discharge for the same respectively or for so much thereof respectively as in such receipt or receipts shall be expressed or acknowledge to be or to have been received and the person or persons to whom or in whose favour the same shall be given, his, her or their heirs, executors, or administrators shall not afterwards be in anywise obliged or concerned to see to the application of the moneys, property and effects therein mentioned and acknowledged to be received or be answerable or accountable for the loss, mis-application or non-application thereof.

36. **ACCOUNTABILITY:**

The Trustees for the time being of these presents shall be respectively chargeable only for such moneys, stocks, funds, deposits and securities, as they shall actually receive notwithstanding their respectively signing any receipt for the sake of conformity and shall be jointly answerable or accountable only for their own acts, receipts, neglects and defaults and not for those of each other nor for any bankers, auctioneers or any other persons with whom or into whose hands any trust moneys or securities may be deposited or come in accordance with these presents nor for the insufficiency or deficiency of any stock, funds, deposits or securities nor for any defect or insufficiency of title nor for any other losses unless the same shall happen through their own willful default respectively.

37. **SETTLEMENT OF EXPENSES:**

The Trustees and the Settlers by consensus for the time being of these presents are entitled to reimburse themselves or pay and discharge out of the Trust Funds all expenses incurred in or about the execution of the Trusts and powers of these presents.

All the actual expenses for administration of the Trust shall be borne by Trust excluding oversees /regional Travel expenses, boarding and Lodging expenses.

38. **ADMINISTRATION OF TRUST:**

The Trust Funds shall be administered and managed in accordance with provisions contained in these presents, and the rules and the regulations which may from time to time be framed the Trustees and the Settlers by consensus hereunder PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that Trustees and the Settlers by consensus for the time being of

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these presents shall have power from time to time to alter or to add to the said rules and regulations which shall not offend against the objects and purposes of these presents or be inconsistent therewith. The decision of the Settlers shall be final and binding.

39. AMENDMENT OF TRUST:

Upon recommendation by the Regional Representatives or otherwise upon the recommendation of a Trustee or a Settlor the Trust may at its meeting of Trustees, by consensus failing which by a majority of 75% amend, add to, alter or delete any provision of the Trust Deed with the permission of the Charity Commissioner EXCEPT the Object that Trust is for the upliftment of Parsi/Irani Zoroastrian Community worldwide including India.

40. APPROVAL OF CHARITY COMMISSIONER

IT IS HEREBY EXPRESSLY AGREED AND DECLARED THAT subject to the permission of the Charity Commissioner the Trustees and the Settlers by consensus shall have the power in that behalf to modify, enlarge or terminate any of the objects and purposes of these presents or any other power or provisions of these presents without however affecting in any way the general object and purpose of the Trust for utilizing the Trust Funds and the income of the Trust Funds for the specified projects only for the benefit of all members of Parsi / Irani Zoroastrian Community and to the intent that the Trust Fund and the Income thereof shall at all times hereafter be utilized for such purposes only and not otherwise and on the Trustees and the Settlers by consensus resolving to terminate any particular object or purpose of any particular power or provision as aforesaid the same shall thereafter cease to be applicable but without prejudice to the rights of the Trustees and the Settlers by similar consensus vide a resolution to restore any such object or purpose power or provisions either in the original form or with such modification thereto as the Trustees and the Settlers may consistently with the provision of this clause determine PROVIDED ALWAYS that notwithstanding anything hereinbefore or hereinafter contained the income as also corpus of the Trust Funds shall be applied and be applicable only to or for such purposes and objects only and within such territories only and subject to such condition or limitation if any as may from time to time be laid down in the Income Tax Act, 1961 or any other Act governing the taxation of income as will ensure or make the Trust hereby established and its income as eligible for exemption from taxation under the Income Tax Act, 1961 or any replacement re-enactment or modification thereof or under any Act governing taxation for the time being in force in India and further so that the Trust hereby established shall be to which the provisions of Sections 80G of the Income Tax Act, 1961, or any replacement, re-enactment or modification thereof for the time

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being in force shall apply so that any donation thereto be recognized eligible for exemption or release from tax in regard to the Donor.

41. **BUDGET:**

Thirty days prior to the end of the fiscal year the Budget shall be submitted by the Treasurer to the Trustees and Settlers for the following year for their consideration and funding. The budget shall include requests received from the committees and representatives.

42. **FISCAL YEAR:**

The fiscal year shall be 1st April to 31st March each year or such period applicable under law at the relevant time.

43. **STANDARD OPERATING PROCEDURE (SOPs):**

Consultants/Certified ISO Officers or Members of Global Council of Zoroastrians Trust shall help the Advisory Board design and document standard operating procedures relating to the processes of the Trust. This will pave the way for standardizing processes of the Trust and provide foundation for growth and change management. These procedures shall be approved by the Settlers, Trustees and Regional Representatives at the AGM.

44. **DISSOLUTION OF THE TRUST**

IT IS HEREBY DECLARED that the Trust shall be and remain irrevocable for all times to come but in case the Trustees and the Settlers so decide by consent, they may dissolve, by consensus hand over the corpus of the Trust Fund to any other Trust or Institution or Society being a Society registered under the Societies Registration Act having identical or similar charitable objects and purposes on such terms and conditions as the Trustees may think to impose at the time of handing over the Trust Fund to the intent and purpose that thereafter the Trust Fund shall be owned and managed by such Trust, Institution or Society for the purpose of their charitable objects.

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IN WITNESS WHEREOF The Settlers and the Trustees have hereunto set and subscribed their respective hands the day and year first hereinabove written.

SIGNED AND DELIVERED by the)
withinnamed the SETTLORS)

- (1) BURJOR HORMUSJI ANTIA)
- (2) DINSHAW TAMBOLY)
- (3) KERSY NADIRSHA BHESANIA)

Burjor Antia
Dinshaw Tamboly
Kersy Bhesania

in the presence of:)

JEN Voh
Solicitor & Advocate B.Y.

Skrapoor
Solicitor & Advocate, Bombay.

SIGNED AND DELIVERED by the)
Withinnamed THE TRUSTEES)

- (1) BURJOR HORMUSJI ANTIA)
- (2) SAM BALSARA)
- (3) YAZDI TANTRA)
- (4) MEHERANGISH KERSY BHESANIA)

Burjor Antia
Sam Balsara
Yazdi Tantra
Kersy Bhesania

in the presence of)

JEN Voh
Solicitor & Advocate B.Y.

Carneiro
Adv. Mr. Agnel Carneiro

