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Handwritten signature
16/9/72
Sub-Commissioner (A)
Public Trusts and Charitable Societies Office
Registrar, Mumbai, Bombay

Copy made on 2-9-64-82
16/9/82
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16/9/83

DEED OF TRUST

EX No. 9.

Admitted & Recorded

Appn No 957/72 *sd*
HCC

PT R-NO. E-5032 (B)

This INDENTURE made at Bombay this 30th day of

467

March 1972 Between ACHRYA A. C. BHAKTIVEDANTA SWAMI PRABHUPAD, hereinafter called " the Settlor " (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his heirs, executors and administrators) of the One Part AND --
(1) ACHRYA A. C. BHAKTIVEDANTA SWAMI PRABHUPAD, --
(2) GIRIRAJDAS BRAHMACHARY , (3) SHYAMSUNDARDAS ADHIKARI hereinafter called " the Trustees " (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and unclude the survivors survivor of them and the Trustee or Trustees for this time being of these presents and the heirs, executors and administrators of the least surviving Trustee, their his or her assigns) of the Other Part;



W H E R E A S :

- (i) The Settlor is entitled to copyrights and publication rights in his writings;
- (ii) The Settlor out of charitable motives and to perpetuate a charitable Trust, is desirous of creating a Trust of his said rights;
- (iii) The said copyrights and publication rights of the Settlor in his said writing are valued at Rs. 1,000/- for the purpose of stamp duty;
- (iv) The Settlor has handed over copies of the said writings to the Trustees before -

execution of these presents.

NOW THIS INDENTURE WITH SETH as follows:-

11. The Settlor for effectuating the said desire and in consideration of the premises both hereby assign unto the Trustees ALL THAT the publication rights of the Settlor in the said writings and All the estate right title and interest whatsoever at law and in equity of the Settlor of in and to the said rights and every part thereof TO HAVE AND TO HOLD RECEIVE AND TAKE ALL AND SINGULAR THE said rights benefits and privileges unto the Trustees for ever upon the trusts and with and subject to the powers, provisions, Agreements and - declarations hereinafter appearing and contained of and concerning the same.

2. The Trustees to hereby declare that they the Trustees shall hold and stand possessed of the said right (all which copyrights and publications rights of the said writings are hereinafter for brevity's sake referred to as " the Trust Property " , which expression shall also include cash and investments of any kind whatsoever into which the same or any part thereof might be concerted, invested or varied from time to time or such as may be acquired by the Trustees or come to their hands by - virtue of these presents or by operation of law or by way of donations or otherwise howsoever in relation of these presents) upon the trusts and with and subject to the powers provisions Agreements and -- declarations hereinafter declared and contained of and concerning the same

3. The Charitable Trust shall be known as
BHAKTI VEDANTA BOOK TRUST.

4. The Trustees shall hold and stand possessed
of the Trust property upon the following trusts:-

(a) To publish the said writings and any speeches
and writings which the Settlor or any other
person may from time to time donate and collect
interests, gains and other income of the Trust
property including the income by publication
of the said writing or any speeches writings
and books of the Settlor or any other person
and from and out of the same in the first
place pay all proper costs, charges and expenses
of and incidental to the management, administration
and execution of the trusts and powers herein
contained including the costs charges and
expenses in relation to the said publications.

(b) To pay and extend the interest profits and
other income of the Trust Property for any or
or more of the following purposes viz;

(i) 50% for reprint of the books published
by the Trust all over the world;

(ii) 50% for construction of temples of Shri -
Radhakrishna all over the world.

5. In carrying out the objects and purposes set out
in clause 4 above, it shall be lawful for the Trustees
to carry them out independently or to donate or subscribe
the income (subject to clause 4) or corpus or any part

of the Trust property on such terms and conditions as the Trustees may deem fit in their absolute discretion to the corpus or fund or income of any other Trust or Trusts, institutions, panchayet, Local Board, -- Municipality or to work in collaboration with such Trust or Trusts, Institutions, Panchayat, Local Board Municipality and to share expenses or to found new Trust or Trusts.

6. The Trustees may at any time invite and receive or without such invitation receive any voluntary contribution or contributions in cash or otherwise either from the Settlor or from the Trustees or any one or more of them or from any other person or persons or from associations of persons or from institution or trusts or from any member or members of the Public by way of donation, legacy or otherwise for all or any of the objects mentioned above PROVIDED THAT they are not inconsistent with the provisions contained in clause 4 of these presents. Any such contribution may be accepted with or without any special conditions as may be agreed between the Donor of such contribution and the Trustees provided again that such conditions are not inconsistent with the provisions contained in Clause 4 of these presents. All such contributions shall be treated as forming part of the Trust property being the subject matter of these presents and subject as aforesaid be applied accordingly PROVIDED FURTHER that it shall always be for the Trustees in their absolute discretion to decide whether they should invite and /or accept any such contribution as aforesaid and they shall at all times be at liberty to refuse any contribution without giving any reason for such refusal.

7. The Trustees shall be entitled from time to time to open, maintain and operate a Banking Account or Accounts in the name of the Trust or in the names of two or more of them with such Bank or Banks as they may from time to time decide and may at any time pay or cause to be paid any moneys forming part of the Trust Property or the income to the credit of any such account or accounts either by way of fixed deposit or current or any other account as the Trustees may deem fit. Any such account may be operated by any one or more of the Trustees.

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

- (a) Any stock or securities issued by or the interest of which shall be guaranteed by the Government of India or the Government of Maharashtra or any other State in India;
- (b) Debentures, Debenture Stock or Guaranteed or preference or ordinary stock or shares of any Railways or other Company, a fixed or minimum rate of interest or dividend on which is guaranteed by the Government of India or any State Government in India;

- (c) The Stock or other securities or debentures issued by any Port Trust or Municipality or any other local - Authority in India;
- (d) Shares (Ordinary, preference or deferred or otherwise stocks, securities and Debentures of Joint Stock - Companies registered in India;
- (e) In fixed or other deposits with any Scheduled Bank or Banks;
- (f) In acquiring by purchase or on Lease or otherwise any immoveable properties of any tenure including the acquisition of Fazandari rights in such property and in the case of vacant land, the Trustees shall be at liberty to erect the building thereon out of the Trust Property - PROVIDED that no Vendor, Purchaser, Lessor, Lessee, Sub-Lessor or Sub-Lessee or other transferor, transferee or any other person dealing with the Trustees in connection with such immoveable properties shall be concerned to see whether the investment is authorised by this Sub-clause or is in the exercise and/or excess of the Trustees powers and so far as such Vendor, Purchaser, Lessor, Lessee, Sub-Lessor or Sub-Lessee, Transferor or Transferee of any other person as aforesaid are concerned the Trustees shall have the full right and authority to acquire or give a complete title;
- (g) In lending moneys on Mortgage of any immoveable property;
- (h) Any securities or investments authorised by law (Indian Trusts Act 1920);
- (i) Units of the Unit Trust of India.

8. It shall be lawful for the Trustees to pull down -
renewate, rebuild, alter, adopt, improve and to develop or -
repair any immoveable properties comprised in the Trust
Property and to expend thereon such moneys out of the Trust
Property and to expend thereon such moneys out of the Trust
Property or the income thereof as they think fit. The
Trustees shall also be entitled to enter into any Agreements
or Covenants with the Owners or or persons interested
in any other properties and whether restrictive or otherwise
and for the benefir of the properties comprised in the
Trust Property or such other properties as they may in their
absolute discretion think fit from time to time . The
Trustees shall have power to acquire any moveable or
immoveable property and/or printing press or bookstall
for the furtherance of the objects of the Trust. The
Trustees shall have the power to insure any premises
comprised in the Trust Property against loss or damage by
fire, lightning, or civil commotion or other risks or losses
as the Trustees may think proper from time to time but no
liability shall be attached to the Trustees or any of them
by reason of any property remaining uninsured in any way. The
Trustees shall also have the power after paying all rents,
rates, taxes and other outgoings and expenses out of the
rents and profits of and immoveable properties to set aside
out of the balance thereof from time to time such sums of
moneys as the Trustees consider proper to meat the expenses
of heavy repairs or by way of depreciation or sinking fund
and to utilize the same and the income thereof for heavy
repairs or for rebuilding or for reinstating the immoveable
properties or erecting new buildings and in the meantime
to invest the saem in securities authorised by these presents.



10. It shall also be lawful for the Trustees to permit any immoveable property forming part of the Trust Property to be held used and enjoyed for the purposes of these presents. The Trustees may also allow the same or any part thereof to be occupied by any employee employed for the purpose of the Trust free from payment of rent or on such terms as the Trustees may think fit.

11. It shall be lawful for the Trustees at such time or times as they may in their absolute discretion think fit to sell by public auction or private contract or exchange or transfer or assign or grant lease or sub-lease for any terms however long or otherwise dispose of all or any part of the Trust Property including the immoveable properties comprised therein and on such terms and conditions relating to the title or otherwise in all respects as they may think proper and to buy, rescind or vary any contract for sale, exchange, transfer assignment, lease a fresh contract for exchange, - transfer, assignment, lease or other disposition without being answerable for any loss, occasioned thereby and for such purposes to execute all necessary conveyances, deeds of exchange, assignments, transfers, leases, sub-leases, counterparts and other assurances and to pass, give and execute all necessary receipts, releases and discharges for the consideration moneys or otherwise relating to the documents and assurances. All moneys arising from any such transfer or other assurances shall be deemed to be a part of the Trust Property and shall be applicable accordingly.

12. Upon any sale or other transfer by the Trustees under the power aforesaid the Purchaser or Purchasers or Transferee or Transferees dealing bona-fide with the Trustees shall not be concerned to see or inquire whether the occasion for executing or exercising such power has arisen or whether the provisions as to the appointment and retirement of Trustee herein contained have been properly and regularly observed and performed or shall the Purchaser or Purchasers or Transferee or Transferees be concerned to see to the application of the Purchase moneys or other consideration or be answerable for the loss, misapplication or non-application thereof.

13. The receipt of any one of the Trustees for the rent of other income of the Trust Property or for any documents of title relating to any properties or securities comprised in the Trust Property and/or for any other moneys paid or for any income of the Trust Property or for any documents of title or securities, papers or other documents shall be sufficient and shall effectually discharge the person or persons paying or giving or transferring the same from being bound to see to the application or being answerable for the loss, misapplication or non-application thereof.

14. The Trustees shall appoint from among them the Chairman, Vice Chairman and Secretary of the Trust for such period as they may agree upon PROVIDED HOWEVER that the following shall be first Chairman, Vice Chairman and Secretary of the Trust for their respective lives.

15. The Trustees may from time to time appoint one or more clerks, other officials and employees and servants on such terms as the Trustees may deem expedient and fix their remuneration. The Trustees shall also have power to found and maintain provident funds, gratuity funds, pensions and other funds for any employee or any one else decided by the Trust and make rules and regulations regarding the payment thereof.

16. The Trustees shall have power at their uncontrolled discretion instead of acting personally to employ and pay any agent (including any Banks) to transact any business or to do any act whatsoever in relation to the trusts of these presents including the receipt and payment of moneys without being liable for loss and shall be entitled to be allowed and paid all charges and expenses incurred thereby.

17. The Settlor shall during his lifetime and after his death the majority of the Trustees, shall have power to add, alter, vary, modify or discontinue any of the objects of the trusts of these presents but so that the addition, alterations, variations or modifications thereof shall be of the nature of charitable purposes.

18. The Trustees shall have power to determine in case of doubt whether any money or property shall ~~be~~ for the purposes of this charity be considered as capital or income and whether out of the income or capital any expenses or outgoings shall be paid or borne and any and every such determination shall be binding and conclusive PROVIDED THAT nothing herein contained shall be deemed to authorise the Trustees to spend the income or corpus of the Trust Property for any purpose not authorised by these presents.

19. The Trustees or Trustees of these presents for the time being may reimburse himself, herself or themselves and pay and discharge out of the Trust Property or moneys in their hands all expenses incurred in or about the execution of these trusts or the powers of these presents.

20. The Trustees are at liberty to spend either the income or any part of the corpus of the Trust property for making payment under any one or more of the objects specified in Clause 4 here of and shall be entitled to accumulate the unapplied income if any of the Trust Property at compound interest by investing the same and the resulting income thereof in any of the investments hereby authorised and may apply the accumulation of any preceding year or years in or towards any one or more of the objects specified in Clause 4 hereof in the same manner as such accumulations might have been applied had these been income arising from the Trust Property in the current year.

21. The appropriation of the income or corpus of the Trust Property towards one or more of the charitable objects mentioned in Clause 4 shall be made by the Trustees from time to time.

22. The Trustees may at any time and from time to time make such arrangements draw up such scheme or schemes and make and frame such bye-laws and regulations as they shall in their uncontrolled discretion think fit of or the administration of the Charityt hereby constituted and the management of the said Trust Property or any part thereof and may at any time amend, alter or repeal

any of the said arrangements, schemes, bye-laws or regulations as they shall think fit.

23. The Trustees shall be respectively chargeable only or such moneys, stocks and securities as they shall respectively actually receive not with standing their respectively signing any receipt for the sake of conformity and shall be answerable and accountable only for their own acts, receipts, neglects or defaults and not for those of each other nor for any broker auctioner or other person with whom or into whose hands any trust moneys or securities be deposited or come or for insufficiency in title or deficiency in value of any investments nor for any other loss unless the same shall happen through their own wilful default respectively and discharge out of the Trust Property all expenses incurred by them and nor hereinbefore expressly provided for or directed to come out of the said property.

24. If the Settlor during his life or after his death, the Trustees, shall be desirous of appointing additional Trustee or Trustees of these presents, it shall be lawful for the Settlor during his life and after his death, the surviving or continuing trustee or trustees to appoint additional trustee or trustees of these presents. If and so often as any of the Trustees hereby appointed or any future Trustee or Trustees of these presents shall die or go to reside out of India for more than two years or shall desire to retire or refuse or become unfir or incapable to act in the trusts of these presents, it shall be lawful for the Settlor during his life and after his death the surviving or continuing trustee or trustee for the time being of

these presents or if there shall be no surviving or continuing Trustees, then for the retiring or refusing Trustees or Trustee or the executors or administrators of the last acting Trustee to appoint any person or persons to be a Trustee or Trustees in the place of the Trustee or Trustees so dying or going to reside abroad or desiring to retire or refusing or becoming unfit or incapable to act as aforesaid with liberty upon any such appointment to increase or diminish the original number of Trustees which shall never be less than two nor more than seven and upon every such appointment the Trust Property hereby settled and the investments for the time being thereof shall be so transferred as to become vested in the new Trustee or Trustees either jointly with the continuing Trustees or Trustee or solely as the case may require and every Trustee so appointed as aforesaid may as well before as after such transfer act as fully and effectually as if he had been constituted a Trustee.

25. In all cases of differences of opinion amongst the Trustee as to whether any particular act should be done or omitted to be done in the execution of the Trusts hereof or as to the powers and authorities herein contained or as to the true intent and meaning of any of the clauses or trusts hereof the same shall be disposed of and dealt with in accordance with the opinion of the majority of Trustees and in the event of the Trustees being equally divided, the Chairman shall have a casting

vote and such opinion of the majority of Trustees shall be final and conclusive.

IN WITNESS WHEREOF the Parties hereto have - hereunto set and subscribed their respective hands and seals the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED by)
the withinnamed S E T T L O R) sd/- A.C. Bhaktivedanta Swami.
ACHARYA A. C. BHAKTIVEDANTA SWAMI)
PRABHUPAD in the presence of ...)

SIGNED, SEALED AND DELIVERED by)
the withinnamed T R U S T E E S) sd/- A.C. Bhaktivedanta Swami.
1. ACHARYA A. C. BHAKTIVEDANTA)
SWAMI PRABHUPAD ...)
2. GIRIRAJ DAS BRAHMACHARY ... AND) sd/- Giriraj Das Brahmachary.
3. SHYAMSUNDARDAS ADHIKARY IN) sd/- Shyamsunderdas Adhikar)
the presence of.)

Typed by SALWANI

Read by u

Witnessed by AKA

AKA
Superintendent (I)

Public Trusts Registration Office
Greater Bombay Region, Bombay

16/9/83