# AVATAR MEHER BABA PERPETUAL PUBLIC CHARITABLE TRUST

## DECLARATION OF TRUST

**Registration No. E/150/A under The Bombay Public Trusts Act, 1950**

**Registration No. CH/P/ANGR/1487/75-76 under Section 12A and**

**80-G Certificate issued under Income Tax Act, 1961**

**Registration No. 083720042 under Foreign Contribution (Regulation) Act, 1976**

**With its Annexure**
**The Principal Deed of**
AVATAR MEHER BABA TRUST

**Registered Under No. 473 of Book 1 before the Sub-Registrar, Ahmednagar**

**6th April 1959**

**And**
**DEED OF DECLARATION**
**Dated 9th November 1974**

Declaration of Trust (Public Charitable Trust)

THIS DECLARATION OF PUBLIC CHARITABLE TRUST made and executed at Ahmednagar (Maharashtra State) this fifth day of June 1975

BY

THE BOARD OF TRUSTEES OF AVATAR MEHER BABA TRUST, King's Road, Ahmednagar (hereinafter called "the Trustees",which expression shall wherever the context so permits mean and include the members for the time being of the Board of Trustees of Avatar Meher Baba Trust, or any of them, or its Chairman, or Secretary, or any other officeholder for the time being), represented herein by

(1) Adi Kaikhushru Irani, known as and signing as Adi K.Irani

(2) Faredoon Nawrosjee Driver, alias Padri, known as and signing as R N. Driver

(3) Aspandiar Rustom Irani, alias Pendu, known as and signing as A.R. Irani

as per Resolution dated 1-6-1975 of the said Board of Trustees (present members shown in Schedule III hereunder)

**WITNESSETH :**

**WHEREAS** the aforesaid AVATAR MEHER BABA TRUST was created by a written document called Indenture executed on 6th April 1959 and the same registered as Document No. 473 of 1959 of Book I in the Office of the Sub-Registrar of Assurances Ahmednagar,

**WHEREAS** in furtherance and amplification thereof a DEED OF DECLARATION was executed on 9th November 1974 and same registered on 12th November 1974 as Document No. 1586 of 1974 of Book I in the Office of the Sub-Registrar of Assurances, Ahmednagar, same to be read as part and parcel of the said Indenture dated 6-4-1959 (printed copy of said two documents annexed hereto for ready reference),

**WHEREAS** the said Indenture dated 6-4-1959 was also supplemented by a Supplemental Deed of Rectification and Declaration dated 2nd June, 1975, same also registered on 3rd June 1975 as Document No. 581 of 1975 of Book I in the Office of the Sub-Registrar of Assurances Ahmednagar (a typed copy annexed for ready reference), same also to be treated and read as part and parcel of the said Indenture dated 6-4-1959 (called also the "Principal Deed"),

**WHEREAS** as already clarified by the above documents though the Indenture is one, and the name of the Trust is one and the same and the Board of Trustees is the same, there are two separate Trusts created thereunder, namely (I) one Trust being a temporary private Trust lasting only till the lifetime of the named beneficiaries in the First and the Second Schedules thereunder and for a period of ten years after the respective lifetimes of the respective named beneficiaries in the Third Schedule thereunder, and (II) another Trust being of a perpetual nature and for "charitable objects", enuring wholly for the benefit of the public irrespective of religion, caste, creed, colour, race, nationality, or sex,

**WHEREAS** the latter Public Charitable Trust has also been registered on 7th August, 1969 under the Bombay Public Trusts Act, 1950,

**WHEREAS** the Trust Property dedicated for and held wholly for the public charitable objects and vested in the Trustees is more clearly and fully mentioned and described in the SCHEDULE II hereunder, comprehensively herein called 'TRUST PROPERTY" or "TRUST ESTATE",

**WHEREAS** the Trustees have also been empowered to frame separate Schemes or make separate Declarations of Trust for the purpose of more fully and satisfactorily effectuating the said Charitable Trust for the benefit of the public or cross-section of the public irrespective of religion, caste, creed, colour, race, nationality or sex,

**AND WHEREAS** it is considered more convenient and expedient and necessary to make this DECLARATION OF TRUST so as to confirm and to separate the said Public Charitable Trust from the private Trust (being a different and separate Trust under the same document dated 6-4-1959) read with the said deeds dated 9-11-1974 and 2nd June 1975 aforesaid,

NOW THIS DECLARATION OF TRUST **records, confirms and declares** as follows :-

1. This declaration of Trust is effective not only from this date or year (1975) but also deemed effective as from the date of the Principal Deed dated 6th April 1959.

2. This Trust shall for convenience be called "AVATAR MEHER BABA PERPETUAL PUBLIC CHARITABLE TRUST".

3. The Trust Estate or Trust Property has vested and shall continue to be vested in the Trustees. The Board of Trustees, its constitution and powers and duties and obligations shall be the same as mentioned in the said deed dated 6-4-1959. The present members of the Board of Trustees are mentioned in Schedule III below.

4. The accounts of the receipts and the expenses of this AVATAR MEHER BABA PERPETUAL PUBLIC CHARITABLE TRUST shall be kept separate, and suitable appropriations of the receipts and payments and expenses shall be made by the Board of Trustees (who happen to be the same for the two Trusts, one of which is a temporary and also private one and the other this Trust, being a perpetual charitable one for the benefit of the public).

5. The Objects of this Trust have been comprehensively and widely or broadly stated in the Principal Deed dated 6-4-1959 as "for the development and further building up of the Estate so as to provide, irrrespective of caste, creed, race, religion, sex or nationality all possible and practical facilities, and amenities including ...." In the Principal Deed were also indicated but by way only of ILLUSTRATIONS some of the main "Objects and Works" to be done and undertaken by the Trustees thereunder "IN THE COURSE OF THE DEVELOPMENTS" and also indications given therein about

the priority to be given to such illustrative items, according to the availability of funds from time to time.

6. The Settlor also gave himself under the said Indenture full competence to give the Trustees (the members then during his lifetime alive and present) from time to time "INSTRUCTIONS" by way of directions in furtherance of the working of the Objects of the said Public Charitable Trust (comprehensively and widely or broadly mentioned therein) both generally and also in respect of the several illustrative items mentioned therein. Those "INSTRUCTIONS" have since been duly confirmed and recorded and declared in the aforesaid Deed of Declaration dated 9th November 1974, same registered on 12th November 1974 as document No. 1586 of 1974 of Book I in the Office of the Sub-Registrar of Assurances Ahmednagar.

7. For convenience, all the various Objects and Purposes which are all wholly "charitable purposes" within the meaning of the expression under Section 2 (15) of the Income-Tax Act, 1961, of this "AVATAR MEHER BABA PERPETUAL PUBLIC CHARITABLE TRUST" are also repeated, confirmed and recorded in the SCHEDULE I hereunder.

8. The Trustees in respect of this Trust (separated and declared hereunder) have held and shall hold the Trust Estate or Trust Property (mentioned in Schedule II) and have utilised and shall utilise the net income thereof wholly for the charitable purposes (mentioned in Schedule I). They shall always comply with the requirements of law so as to ensure exemption of income-tax under the provisions of Sections 11, 12,12-A and 13 of the Income-Tax Act, 1961, and such amendments thereof or any thereof from time to time. They will also ensure that they will also comply with the provisions of section 80-G of the said

Income-Tax Act, 1961 or any future modification thereof from time to time, so that the donors to this Trust may get the tax relief provided therein.

9. It is declared and confirmed that this Trust has been and will continue to be perpetual and irrevocable. The Trustees, as have been already empowered-vide paragraph (15) on page (9) of the annexed printed copy of Indenture of Trust dated 6th April 1959-may, however, frame schemes and rules and regulations or pass resolutions for more satisfactorily working out and administering the several objects and purposes enumerated in Schedule I hereunder from time to time according to the availability of funds and also to modify such schemes, rules and regulations and resolutions, but so however that the WHOLLY PUBLIC CHARITABLE character of the same irrespective of religious community, caste, creed, race or sex is not in any way at any time impaired.

**SCHEDULE I-CHARITABLE OBJECTS AND PURPOSES**

1. Development and further building up of the TRUST ESTATE OR TRUST PROPERTY (described in SCHEDULE II hereunder) so as to provide, irrespective of caste, creed, race, religion, sex or nationality, all possible and practical facilities and amenities, living quarters, shelters, dispensaries, hospitals, schools, libraries, etc. for the visitors (who may be visiting from all parts of the country and the world) and for the public of the neighbouring places and villages of the locality, who will constitute a cross-section of the general public.

2. Preference to be given as far as feasible to the under-noted illustrative items, namely (a) Digging of a well or wells and/or obtaining independent water supply from available public sources; (b) Shelters or accommodation for the visitors;

(c) All-weather vehicular approach-road right up to the top of the Hill; (d) Medical facilities for the visitors and nearby villagers and schooling facilities for their children; (e) Facilities of all kinds for training any persons so inclined in living a life of spiritual enlightenment and selfless service to the public in accordance with the universal teachings given and the high ideals set up by Avatar Meher Baba and other Great Ones for the upliftment of Humanity.

3. Subject to availability of funds, the following :

(i) For training of persons according to the life, particularly what was called "The New Life", lived by AVATAR MEHER BABA and His Companions, exemplifying and practising at all times renunciation, and detachment in the midst of the ordinary worldly activities, that is, "To be in the world and yet be not of it";

(ii) For depicting and unfolding the life and words of AVATAR MEHER BABA through establishment of or helping in the establishment of museums, memorials, study-halls, libraries, fairs or exhibitions, or **"melas"** at such places as may be feasible from time to time, open to the public;

(iii) For assembling or producing and/or exhibiting films on the different aspects of the life and work of AVATAR MEHER BABA, such as His "New Life", the Poor programmes, the Leper programmes, Darshan to the masses and His other activities in the course of His mission of sowing the seeds of "Divine Love" and "awakening the whole of Humanity to the Divinity in each one of them" and the building of a foundation or nucleus of the New Era or the New Humanity which will live in peace and cordiality, eliminating all selfishness, greed and discord of all forms, and will realise the ONENESS OF HUMANITY so that

man's life may be devoted to the realisation of the Godhood within each one;

(iv) For the writing and production of "Plays" based on the messages, discourses and sayings of AVATAR MEHER BABA, for the benefit of the public;

(v) For encouraging music, songs, kirtans, quawwalis, bhajans (vocal and/or instrumental) disseminating the life and work and the messages and dissertations of AVATAR MEHER BABA, for the benefit of the public;

(vi) For encouraging various Arts-paintings, sculptures, engravings, etchings, printings, posters, drawings, slides-depicting the various facets of the life and work and dissertations of AVATAR MEHER BABA, for the benefit of the public;

(vii) For the writing of books, tracts, booklets, journals, magazines, souvenirs, periodicals and other publications or literature and the publication and distribution thereof among the public in several languages as may from time to time be feasible, on the different aspects of the life, messages, sayings, expositions and discourses of AVATAR MEHER BABA;

(viii) For encouraging talks, speeches, lectures, broadcasts, radio talks and television programmes among the public or sections thereof at such places and times and occasions in such languages as may be feasible, spreading and disseminating for the benefit of the public the universal messages and discourses of AVATAR MEHER BABA and His Mission and Avatarhood by those who lead a life of sacrifice, love and brotherhood, for the upliftment of Humanity as afore-stated in all spheres of life;

(ix) For facilities of visits to places touched or visited by AVATAR MEHER BABA during His lifetime and during His Avataric Mission or advent and to enable the study of and undertake research in the various aspects of His work at the respective places and to pay homage to the same and to the memorials, statues, symbols kept or preserved thereat or therein for the benefit of the public;

(x) For service to and for relief of the poor, indigent, illiterate, sick, the disabled, blind, giving of education, medical relief, reliefs of all kinds and help and succour, and amelioration in times of distress, flood, famine, war, earthquake, fire or other calamity or havoc, scarcity of different kinds, to the afflicted, and the advancement of all objects of general public utility in a selfless and altruistic spirit and particularly to promote a sense of oneness of humanity, tolerance, good will among humanity in consonance with the example of DIVINE LIMITLESS COMPASSION AND LOVE of which AVATAR MEHER BABA was unquestionably acknowledged and recognised all the world over as the embodiment and personification

4. Any other purpose of a "charitable nature", including making of donations enuring for the benefit of the public or a cross-section of the public, irrespective of caste, religion, creed, community or sex, which the Trustees may think fit or expedient or feasible from time to time, although not specifically enumerated in the above.

**NOTE** : It is emphasized that Meher Baba has no separate religion or cult or community or creed and philosophy separately, except **Universal Love.**

## SCHEDULE II

The following shall be called comprehensively **"TRUST ESTATE" or "TRUST PROPERTY" WHOLLY HELD BY AND BELONGING TO this Trust (AVATAR MEHER BABA PERPETUAL PUBLIC CHARITABLE TRUST).**

1. To start with or initially 117100th share or part of the undernoted properties (assets) **subject to the liabilites mentioned hereunder (as a first charge).** Gradually, such initial 117100th share or part will be duly augmented to CENT PER CENT since the shares of income payable to the beneficiaries as under the separate PRIVATE TEMPORARY TRUST (under the same deed dated 6th April 1959) will be added to this Charitable Trust as and when each beneficiary dies or ceases to be entitled thereto. At present, the share is 21.88/100th.

(A) PROPERTY IN WHICH THIS TRUST HAD 11% SHARE AND WHICH SHARE IS NOW 21.88%

THE SCHEDULE OF THE IMMOVEABLE PROPERTY
in the Indenture dated 6-4-1959
(Called "the Fourth Schedule" therein) copied hereunder :

The whole of the survey No. 489-A, B, C and D called "Sava Mun" admeasuring 16 acres and l4- gunthas or thereabouts, for which land revenue payable is Rs. 5-4-0 and situate on a hill known as the Meherabad Hill, near the village of Arangaon and near the Post Office of Meherabad in the district and sub-district of Ahrnednagar, together with the messuage, tenements, hereditaments and premises known as the Meher Retreat including the building previously known as "Tanki" or water reservoir about 70' x 35' and the room about 20' x 15' with a crypt at the base and a dome over the top and

known as Baba's future Tomb (as then called but now the existing or present Tomb) and the right of way through adjoining survey numbers and bounded on or towards the East by Survey No. 488, on or towards the South by Survey No. 490-91, on or towards the West by Survey No. 460-74, and on or towards the North by Survey No. 488.

**NOTE :**

The value of the above property is Rs. 10,0007- as per Trust Deed dated 6-4-1959 and 21.88/100th share of this property belongs to this Trust at present i. e. its value is Rs. 2,188/-.

(B) Other assets, gifts, receipts, donations, legacies, securities, investments, of any kind whatsoever, or into which the same or any part or parts of the same have been or may be converted or built up or which may from time to time be held or acquired by the Trustees or which may from time to time come into their hands by virtue of the said deed of Trust dated 6-4-1959 read with the two supplemental deeds dated 9-11-1974 and 2-6-1975 or otherwise or by operation of law, donations, gifts, or otherwise howsoever, **(subject to the liabilities mentioned hereunder)** and which have been or in future will be part of the general "Trust Property" or "Estate" as defined in the said Deeds dated 6-4-1959 read with the two Supplemental Deeds dated 9-11-1974 and 2-6-1975, i.e. without separate earmarking by the donors.

**LIABILITIES to which the above are subject as a first and paramount charge :**

Liability of maintenance and upkeep, payment of the rates, taxes, assessments, duties payable, and the charges and expenses of administration of the property, including the

maintenance and the upkeep of the Tomb **(SHRINE)** and **Cemetery** located and to be located in property, item (A) above (and the cemetery in the West of the Tomb and that of body of Gulmai Kaikhushru Irani) under the conditions and restrictions therefor mentioned in sub-clauses (A), (B), (C), (D) and (E) under Clause (b) in Page (4) and in Paragraphs (6) and (7) in Pages (6) and (7) of the printed copy of the Deeds annexed hereto and the development and utilization of Item (A) Property as flower garden, shade trees tapping any available water, etc.

**2. PROPERTY WHICH NOW BELONGS 100% TO THIS TRUST.**

(a) Schedule of the property received through Gift Deed dated 5-8-1968 from Shri Meherjee A. Karkaria and incorporating the correction thereto made by Deed of Correction and Declaration dated 21-3-1974 (copy incorporating the corrections annexed hereto for ready reference.)

The Whole of Block No. 22 : (Which during pre-consolidation was represented by S. Nos. 15/1-B, 13/3, 15/4, 2-A/1 and 21-A (21-A which is called Vihiricha Mala) divided into two parts, intercepts by Dhond-Manmad Road, the Big Part on the East and the Small Part on the West of Dhond-Manmad Road, both together admeasuring about 30 Acres, 12 Gunthas, 10 Ane and 4 Pratiane, for which the total land revenue is about Rs. 25.24 paise and both the parts together named as the Major Part of the entire Lower Meherabad (the Minor Part together containing Block Nos. 4, 5, 8, 25, and Family Quarters) with messuages, tenements, hereditaments and premises included in Lower Meherabad with buildings called Mandali Quarters about 130 feet x 40 feet, Baba's Room about 10 feet x 10 feet, Darshan (Dastur) Room about 20 feet x 15 feet,

Zhopdi (Agrakuti) about 20 feet x 20 feet, Vishnu Quarter about 25 feet x 75 feet, Engine Room about 30 feet x 30 feet, Dhuni Shelter about 32 feet x 22 feet and Four Water Wells including chiefly the regularly operating water well with the Pump and Engine installed and affixed thereto, situate at and near village Arangaon, in the District and Sub District of Ahmednagar, Maharashtra.

Boundaries of Block No. 22 :

(a) The Big Part on the East of Dhond-Manmad Road is bounded on the East by Block No. 23, Block No. 29, Nallah, Block No. 26-A and Block No. 27-A, on the South by Block No. 27-A, on the West by Dhond-Manmad Road and on the North by Block No. 7.

(b) The Small Part on the West of Dhond-Manmad Road is bounded on the East by Dhond-Manmad Road, on the South by Block No. 1, on the West by Block No. 629, Block No. 4 again by Block No. 629 and on the North by Block No. 7 (vide also "the Excepted Portion" as noted in the annexed copy of Gift Deed)

**(B)**

The whole of Block No. 25 : (Which during the pre-consolidation was represented by S. No. 21-B) admeasuring about 12 Ane and 4 Pratiane with a building called Flour Mill included in premises known as Lower Meherabad, situate at and near village Arangaon in the District and Sub-District of Ahmednagar, Maharashtra. Bounded on the East, South, West and North by the Big Part of Block No. 22, on the East of Dhond-Manmad Road.

(C)

**<u>The Whole of Block No. 4 :</u>** (Which during pre-consolidation was represented by S. No. 2-B) admeasuring 2 Gunthas and 8 Ane, whereupon stood a stony building called Post Office used for the army stationed in Arangaon camp during the First World War and later used as residential quarter and later still demolished, was turned into N. A. as per K. J. P. No. 3 of 1939, together with any trees thereon included in the premises known as Lower Meherabad.

Bounded on the East by the Small Part of Block No. 22, on the South by the Small Part of Block No. 22 and Block No. 629, on the West by Block No. 629 and on the North by Block No. 629 and the Small Part of Block No. 22.

**(D)**

**<u>The whole of Block No. 5 :</u>** (Which was during pre-consolidation represented by S. No. 2-A/2) admeasuring about 1 Ane and 8 Pratiane turned into N. A. as per K. J. P. No. 10 of 1951 called Sai Darbar or Meher Baba Smarak or Bhajanacha Ota (included in the premises known as Lower Meherabad), situate at and near Arangaon village in the District and Sub-District of Ahmednagar, Maharashtra-Bounded on the East, South, West and North by the Small Part of Block No. 22 on the West of Dhond-Manmad Road. (Vide also "The excepted Portion" as noted in the annexed copy of the Gift Deed)

**(E)**

**<u>Half of Block No. 8 :</u>** (Which during pre-consolidation was represented by S. No. 15/2) with a water-well, the entire Block admeasuring 5 Gunthas, together with any trees thereon

included in the premises known as Lower Meherabad-Bounded on the East, South and West and North by the Big Part of Block No. 22 on the East of Dhond-Manmad Road.

**(F)**

All the messuages, tenements, lands, hereditaments and premises known as 'Family Quarters[1], situate on the North-East and of the village of Arangaon, in the District and Sub-District of Ahmednagar (Maharashtra) admeasuring 41,085 Square Feet or thereabouts together with the trees thereon more particularly described in the site plan in white and black attached hereto under the signatures of the Donor and the Donees and Bounded as follows :

On the East—By Dhond-Manmad Road.

On the South—By Amale's House, vacant site, Malawade's House and vacant sites. Their Gram Panchayat House Nos. 234 and 15 respectively.

On the West—By the Village Street, Temple car (Rath) Shed and again the Village Street.

On the North—By Block No.1 which during pre-consolidation was represented by S. No. 1.

**Note :** The Block Numbers adopted in this Deed are taken from the certified copies of the Statements and Plans issued by the Consolidation Officer Ahmednagar. Permission under Section 31 (a) and Rule No. 278 of the Bombay Prevention of Fragmentation and Consolidation of Holdings Act, 1947 was sanctioned

for this gift of lands etc., situate in the village of Arangaon, Taluk and District Ahmednagar, in the Order No. WS-2-1676-1968 dated 3-8-1968 of the Sub-Divisional Officer, Nagar Division, Ahmednagar.

**THE VALUE OF THE ABOVE PROPERTY IS RS. 40,000/- as per GIFT DEED DATED 5th August 1968.**

(b)

The land under Gat No. 473/A-1 in Arangaon Village, the total area of which is 10 Hectare and 16 R and in the East of which is Survey No. 514 and 515, in South Survey No. 532, in West Survey No. 473-b and 480 and in North Survey No. 480 and for which the total land revenue is Rs. 11.47 paise and which during pre-consolidation was represented as follows:

| S. No | Area | | | Land Revenue. | |
|---|---|---|---|---|---|
| | Acres | | Gunthas | Rs. | Ps. |
| 461/1 | 6 | - | 10 | 2 | 90 |
| 461/1 | 4 | - | 23 ] | 2 | 13 |
| pk. | 0 | - | 03 ] | | |
| 461/3 | 9 | - | 05) | 4 | 31 |
| pk. | 0 | - | 10) | | |
| 461/4 | 4 | - | 23) | 2 | 13 |
| pk. | 0 | - | 10) | | |

**<u>AND</u>**

Gat No. 473/B-1, the total area of which is 11 Hectare and 49 R and in the East of which is survey No. 472, in South Survey Nos. 432 and 29-b, in West Survey No. 473-A and in North Survey Nos. 476-b and 474 and for which total land revenue is Rs. 15.65 paise and which during preconsolidation was represented as follows :

| S. No. | Area Acres | Gunthas | Land Revenue. Rs. | Ps. |
|---|---|---|---|---|
| 460/1 | 2 | 08 | 1 | 31 |
| 460/2 | 3 | 13) | 1 | 94 |
| pk. | 1 | 00) | | |
| 463/3 | 3 | 13) | 1 | 97 |
| pk. | 0 | 18) | | |
| 464/4 | 3 | 12) | 1 | 97 |
| pk. | 0 | 18) | | |
| 460/5 | 3 | 12 | 1 | 94 |
| 460/6 | 6 | 25 | 3 | 91 |
| 460/7 | 4 | 17 | 2 | 61 |
| Total | 28 - | 16 | 15 | 65 |

**NOTE :** The value of above item (b) is Rs. 25,5007- according to the Purchase Deed registered on 11-6-1973, purchased solely for this Trust.

**(c) LAND UNDER GAT NO.** 472/1 which has an area of 4 acres and in which East is Survey No. 472, in South Survey No. 472, in West Survey No. 473 and in North Survey No. 466 and the land revenue of which is Rs. 2.50 paise per year and the value of which is Rs. 2,634.06 according to the Purchase Deed registered on 3-12-1974 purchased solely for this Trust. Newly built constructions on the property received through Gift Deed dated 5-8-1968 from Shri Meherjee A. Karkaria and in Survey No. 489 (b) :

| | |
|---|---|
| **(d) <u>Wells constructed in Survey No. Block No. 22 :</u>** | **<u>Value Rs.</u>** |
| 60' deep well about 33' x 18' known as New Well ; | |
| 30' deep well about 43' x 33' known as Babul Van Well II. | 43,711.00 |
| **<u>In Survey No. 2-A and in Block No. 8</u>** | |
| 45' deep well of 32' diameter known as Railway Line Well. | |
| **(e) <u>Bore Wells drilled in :</u>** | |
| 2 bore wells in Survey No. 21-A and in Block No. 22 ; | |
| 3 bore wells in premises previously known as "Family Quarters", situate on the North-East end of the village of Arangaon, in the District and Sub-District of Ahmednagar. | 3,256.00 |
| **(f) <u>Dharmashala :</u>** | |
| In Survey No. 21-A and in Block No. 22, situate at and near village Arangaon, in the District and Sub-District of Ahmednagar; admeasuring about 3,960 Sq. ft. | 37,366.00 |
| **(g) <u>Sabha Mandap :</u>** | |
| In Survey No. 489 (b) situate in premises known as Upper Meherabad at and near village Arangaon, in the District and Sub-District of Ahmednagar. | 13,393.00 |
| **(h) <u>Electric Installation :</u>** | |
| In the building in Survey No. 21-A at Lower Meherabad near Arangaon, in District and Sub-District of Ahmednagar. | 27,317.00 |
| **(i) <u>Meher Health Centre Building :</u>** | |
| Situate in premises previously known as "Family Quarters" on the North-East end of the Village of Arangaon, in the | 1,25,059.99 |

| | |
|---|---|
| District and Sub-District ofAhmednagar, admeasuring about 2,987 Sq.ft. | |
| **(j) <u>Two Store-rooms :</u>** | |
| Situate in Survey No. 21-A and in Block No. 22 at Lower Meherabad near Arangaon, in the District and Sub-District of Ahmednagar, admeasuring about 675 Sq. ft. and 720 Sq. ft. | 29,936.83 |

Constructed in Meherabad on Trust Estate during the period 1969 to 1975 as on 1st May 1975 out of the funds of the Trust Object "SECONDLY" in the said Trust Deed.

3. Other assets, gifts, receipts, donations, legacies, securities, investments, or any kind whatsoever, or into which the same or any party or parts of the same have been or may be converted or built up or which may from time to time be held or acquired by the Trustees or which may from time to time come into their hands by virtue of the said Deed of Trust dated 6-4-1959 read with the two Supplemental Deeds dated 9-11-1974 and 2-6-1975 or this Instrument of DECLARATION OF TRUST separating and confirming this Public Perpetual Charitable Trust, or otherwise howsoever or by operation of law, donations, gifts or otherwise howsoever (Subject however to liabilities if any that may be charged thereon or any of them at any time) and which will or may in future be or form part of the Trust property or Trust Estate for this separate Public Charitable Trust wholly or in such parts as may be donated or dedicated but to be held or utilised WHOLLY FOR the objects and purposes of this Public Charitable Trust (in other words, there will not be any allocation of percentages as for Item I above).

Note : (A) The NET INCOME (that is, after deducting all liabilities, charges and expenses of upkeep and

maintenance and all other expenses of office and administration, taxes if any, travelling etc.) will be wholly held and wholly utilised for the various objects and purposes of a wholly charitable nature as mentioned in the Schedule I above irrespective of any religious community, caste, creed, race, nationality, or sex and for the benefit of the public or cross-section of the general public. Any unutilised income will comply with the provisions of section 11 of the income-tax Act, 1961 or any modification thereof for the time being.

(b) No portion of the net income or the Trust Property or Trust Estate described above will be applied or transferred at any time for any purpose other than a "charitable purpose" within the meaning of that expression under section 2(15) of the Income tax-Act, 1961. Ail the requirements of sections 11 to 13 and section SO-G of the said Income-tax Act, 1961 will be duly and fully complied with at all times.

**SCHEDULE III** - List of Trustees who constitute the present Board of Trustees.

. . . . . .

1. Miss Mani S. Irani **CHAIRMAN**
2. Shri Adi K. Irani
3. Shri M. A, Karkaria
4. Shri A. R. Irani (Pendu)
5. Shri F. N. Driver (Padri)
6. Shri Ali Ramjoo
7. Miss Madeleine E. Gayley (Rano)
8. Shri V. S. Kalchuri (Bhau)
9. Shri C. V. Natu
10. Dr. Dadi N. Kerawala

IN WITNESS WHEREOF the Trustees abovenarned (Board of Trustees) herein represented and duly authorised by Resolution of the Board By :

| | | | |
|---|---|---|---|
| (1) | Adi | K. | Irani |
| (2) | F. | N. | Driver |
| (3) | A. | R. | Irani |

Abovenamed have hereunto set their names and hands the day and the month and the year first abovewritten, in the presence of the under noted witnesses.

WITNESSES :

(1) E. B. JESSAWALA

(2) A. B MUTHA

# ANNEXURES

**The Principal Deed of**

**AVATAR MEHER BABA TRUST**

**dated 6th APRIL 1959**

**incorporating the rectifications made by**

**the supplemental deed of declaration**

**dated 2nd June 1975**

**(These rectifications are shown in the deed as**

**underlined)**

**AND**

**THE DEED OF DECLARATION**

**dated 9th NOVEMBER 1974**

(26)

THIS INDENTURE MADE at Meherabad-on-Hill, Ahmednagar, this Sixth day of April 1959 BETWEEN M.S. Irani also known as MEHER BABA aged about 65 years hereinafter referred to as "the Settlor" (which expression shall, where the context or meaning so permits, include his heirs, executors, and administrators) of the One Part AND (1) T. S. KUTUMBA SASTRI of Nidadavole (Andhra), (2) MISS MANIJA SHERIAR IRANI of Meherabad-on-Hill, (3) RAMJOO ABDULLA of Satara, (4) ADI KAIKHUSHRU IRANI of Ahmednagar, (5) MEHERJI A. KARKARIA of Poona, (6) NARIMAN M. DADACHANJI of Bombay, (7) ASPANDIAR RUSTOM IRANI of Meherabad, (8) VISHNU NARAYAN DEORUKHKAR of Poona, (9) FAREDOON N. DRIVER of Meherabad and (10) ARDESHIR S. BARIA of Pimpalgaon, hereinafter referred to as "the Trustees" (which expression shall where the context or meaning so permits include the survivors and survivor of them and the heirs, executors and administrators of the last survivor, their successors and assigns and any other trustees or trustee for the time being of these presents) of the Other Part.

WHEREAS the Settlor is entitled to and possessed of certain lands and premises known as "MEHER RETREAT" and certain premises hereinafter called "TOMB" situate on the Meherabad Hill, near the village of Arangaon in the Sub-District and District of Ahmednagar and more particularly described in the 4th Schedule hereunder written and which are collectively called "the Estate" which are hereinafter for brevity's sake referred to as "The Trust Property" (which term shall include the cash and the other properties movable and/or immovable or securities or investments of any kind whatsoever into which the same or any part thereof may be converted or which may from time to time be held or acquired by the Trustees or may come to their hands by virtue of these presents or by operation of law, donations, gifts or otherwise howsoever in relation to these presents) upon the Trusts hereinafter set out, <u>namely the</u>

Temporary Private Trust mentioned under "FIRSTLY" and the Permanent Pubiic Charitable Trust mentioned under "SECONDLY" respectively, in the same definite shares or proportions respectively mentioned below.

AND WHEREAS the Settlor has handed over to the Trustees the possession of the "Estate" and of all the available muniments of title mentioned in Schedule V hereto

AND WHEREAS the parties hereto of the Other Part have agreed to act as the Trustees of these presents

AND WHEREAS the present value of the said Estate is Rs. 10,000/- (Rupees Ten thousand only)

NOW THESE PRESENTS WITNESS that in consideration of the premises and for effectuating the aforeasaid desire of the Settlor IT IS HEREBY AGREED AND DECLARED as follows :-

(1) The Trust shall be permanently styled as "AVATAR MEHER BABA TRUST" and divided into two parts, namely, the Temporary Private Trust called hereunder "FIRSTLY" and the Permanent Public Charitable Trust called hereunder "SECONDLY" and for which the same specified proportions as mentioned below of the Trust Property (or the Estate) are respectively and expressly settled and dedicated and declared to be held.

(2) The Settlor doth hereby transfer, convey and assign unto the Trustees the Estate being all those pieces or parcels of land, hereditaments and premises together with the structures standing thereon and more particularly described in the IV Schedule hereunder written and all the estate, right, title, interest, claim and demand whatsoever of the Settlor into and upon the said Estate TO HAVE AND TO HOLD the same unto the 'Trustees subject nevertheless to the payment of all the rates, taxes, assessments, duties, payable to Government Municipality or other public body and also subject to and UPON THE SAID TWO TRUSTS AND IN THE SAME SHARES AS MENTIONED

HEREIN BELOW OF THE TRUST PROPERTY RESPECTIVELY DECLARED TO BE HELD OR SETTLED OR DEDICATED however and with under and subject to the powers and provisions hereafter declared and contained and concerning the same.

(3) The Trustees shall in the first place collect and recover the income of the two separate Trust properties aforesaid (the same respective proportions below herein mentioned for the income and the receipts) and interest and dividends of all investment and securities forming part of the two separate Trust properties aforesaid and accept gifts as hereinafter allowed to be received and in the next place pay there out all the outgoings and charges in respect of the two separate Trust properties aforesaid (the same respective proportions below herein mentioned for the income and the receipts).

(4) The Trustees shall utilize the corpus and/or the net income of the two separate Trust properties aforesaid (the same respective proportions below herein mentioned for the income and the receipts) as hereinafter mentioned without any distinction of caste, creed, race, religion or sex except as hereinafter provided. If. however, any of the donors give any directions or express any wish as to which of the two said Trusts, or in what proportion or manner their gifts should go or be utilized, the Trustees shall carry such directions/wishes, nothwithstanding anything stated herein.

(5) The income from the Estate and all such cash gifts as hereinafter directed to be received by the Trustees as also the net income of the immovable properties which may be offered as and by way of gift hereinafter called "the receipts" shall be distributed and disbursed by the Trustees from time to time at the earliest possible dates for the objects mentioned

here below. If, however, any of the donors give any directions or express any wish as to which of the two said Trusts, or in what proportion or manner their gifts should go or be utilized, the Trustees shall carry such directions/wishes, notwithstanding anything stated herein.

**Firstly** : 13% plus 17% plus 59% total 89% (eighty-nine per cent) of the receipts and the income shall be distributed by the Trustees amongst three groups of Settlor's disciples particularly and respectively described in the three Schedules Nos. I, II and III hereunder written, subject to the condition that irrespective of the groups, any person or persons from amongst the Settlor's said disciples whom he gives up and sends away as "Mardood" (Apostate) during his physical lifetime or anyone who proves "Mardood" (Apostate) by giving up and leaving the Settlor before he gives up his physical body, shall forthwith cease to be his disciple or disciples for all time.

**Secondly** : During the lifetime of Settlor's said disciples, 11% (eleven per cent) of the receipts and the income plus the share or shares of any deceased and/or apostate from amongst the Settlor's said disciples and after the demise of all of his said disciples 100% (hundred per cent) of the receipts and the income shall be utilized by the Trustees.

(a) For the upkeep and maintenance of the "Estate" in general and of the Settlor's Tomb in particular ;

and

(b) For the development and further building up of "the Estate" so as to provide, irrespective of caste, creed, race, religion, sex or nationality, all possible and practical facilities and amenties including living quarters, shelters, dispensaries, hospitals, schools, libraries etc. for the visitors to the Settlor's TOMB and for the those who would prefer to live near the Tomb from time to time as per the following basic conditions :

(A) The existing Tomb must always be available exclusively for the Settlor's physical remains to be buried therein as and when the Settlor drops his body.

(B) An area of not less than fifty feet on all the four sides of the Tomb to be similarly available for its expansion and for the burial of the physical bodies after death of some of the Settlor's women disciples.

(C) The existing Tomb proper and the said specified area for its expansion and for the graves which may be or will be there shall always be left completely unaltered and unchanged for all times even when a bigger tomb is built as a super-structure over them i. e. the Tomb proper and the specified area to be included under the super structure as one collective whole.

(D) Unless as and when expressly allowed by the Settlor during his lifetime, at no time and under no circumstances shall any dead body of any person be allowed to be buried in any part of the Meherabad-on-Hill premises as a whole.

(E) Except in the case of any person or persons whom during his physical lifetime the Settlor may have expressly declared to be "Mardood" (apostate) or Mardoods, at no time and under no circumstances shall any distinction be made or allowed to be made in any respect for any person or persons who claim to be the Settlor's devotees or disciples or lovers, merely on grounds of caste, creed, race, religion, nationality or sex.

(F) In the course of the developments according to availability of funds, preference shall be given to objects and works in the following order:-

(i) Digging of a well or wells and or obtaining independent water supply from available public sources to replace at the earliest date present limited free water supply on a friendly basis from neighbour Meherji's well in Lower Meherabad.

(ii) The shelter or accommodation for visitors staying temporarily.

(iii) Facilities for a few persons from the West and the East, considered suitable to live there for the rest of their lives like Dastoor and Mrs. Kaikobad and their unmarried daughters.

(iv) All weather vehicular approach-road right up to the top of the Hill.

(v) Maintenance of the existing cemetery for female disciples to the West of the Tomb proper and provision for the burial of the physical body at the spot already dug out, of Adi K. Irani's mother Gulmai Kaikhushru Irani after her death.

(vi) Medical facilities for residents, visitors and nearby villagers and schooling facilities for their children.

(vii) Facilities for training Baba-lovers in living a life towards spiritual enlightenment according to instructions which the Settlor may give to the Trustees from time to time.

(6) The following of the Settlor's women-disciples in the first group under Schedule No. 1 shall always be allowed as and when they or anyone or more of them so chooses to live during their lifetime in the Meher Retreat premises at Meherabad-on-Hill and after their demise their bodies shall from time to time be buried next to and to the right and to the left sides within 50 feet of the Settlor's existing Tomb premises in the order or the respective names mentioned here below :

**To the right side of the Settlor's Tomb :**
First : Mehera Jehangir Irani,
Second : Naja Rustom Irani,
Third : Rano Gayley,
Fourth : Soona Kaikhushru Irani,
Fifth and Last : Kitty Davy.

**To the Left side of the Settlor's Tomb :**
First : Manija Sheriar Irani,
Second : Goher Rustom Irani,
Third : Mehru Rustom Irani,
Fourth : Kaity Rustom Irani (if she remains unmarried till death),
Fifth : Khorshed Kaikhushru Irani,
Sixth and Last : Mani Behram Desai.

(7) As and when the Settlor drops his body, the Trustees shall arrange to remove it to Meherabad accompanied by all available disciples of the Settlor's and in particular those in the first group under Schedule No. 1, and in the presence of Mehera Jehangir Irani if she be alive, bury the Settlor's body in the "Tomb" already constructed on the Meherabad Hill.

(8) Every individual from amongst the third group of the Settlor's disciples named in the Schedule No. III hereunder written shall have the right to nominate any person or persons from amongst his relatives as his family and after the Death of any of the Settlor's said disciples, the family of deceased disciple shall be paid the respective share for a period of ten years only. The Trustees shall on execution hereof inform all the said disciples of this provision and obtain from him or her the necessary nomination as herein contemplated.

(9) The Trustees shall not accept any gifts during the life time of the Settlor except (1) a gift or gifts not exceeding Rs. 1,000/- (one thousand) in any one calendar year for the

purpose of day to day expenses of maintaining the Estate and (2) those gifts which the Settlor may from time to time for any particular purpose or purposes expressly allow them to accept. Further, if any monies by way of gifts, donations, legacies, bequests or otherwise shall be paid or given by the Settlor or after his demise by any other person or persons to the Trustees for all or any of the purposes of these presents it shall be lawful for the Trustees to accept, hold and apply the same upon and respectively for such the two separate Trusts as created hereunder. For more fully effectuating and carrying out the objects of the Permanent and Perpetual Public Charitable Trust mentioned under "SECONDLY" above, the Trustees may frame such Schemes therefor and make Declarations of Trust thereof, either by Resolutions of the Board and/or by executing separate documents, as they may consider proper and fit and also make such modifications thereof. PROVIDED that the wholly public charitable character of the same is not in any way at any time impaired. If however, any of the donors give any directions or express any wish as to which of the two said Trusts, or in what proportion or manner their gifts should go or be utilized, the Trustees shall carry such direction/wishes, notwithstanding anything stated herein.

(10) If any vacancy shall occur in the Office of any of the Trustees of this Trust, the remaining Trustees shall appoint a new Trustee in place and stead of the Trustee whose office has become vacant provided that the majority of the Trustees present at the said meeting shall concur in his appointment. Such Trustee shall be selected without any distinction of caste, creed, race, religion, sex or nationality.

(11) Unless the Settlor gives directions to the contrary one of the Trustees in the order in which their names are shown hereinabove shall be the Chairman of the Board of Trustees. He shall manage and/or arrange to be managed the routine affairs of the Trust and shall also preside when present

at the meetings of the Board of Trustees.

(12) So often as any new Trustee or Trustees shall be appointed the trust properties and funds for the time being be vested in the surviving or continuing Trustee or Trustees or in the heirs, executors or administrators of the last surviving Trustee shall be vested in such new Trustee or Trustees and shall with all convenient dispatch be conveyed and transferred so that the same may legally and effectually be vested in such new Trustee or Trustees either solely or jointly with surviving or continuing Trustee or Trustees as the case may require. No act of the surviving or continuing Trustees shall be invalid by reason of any vacancy remaining unfilled for any length of time.

(13) All the moneys received by the Trustees on account of the said Trusts shall be forthwith deposited on receipt thereof to the credit of an account of the Trust with any Bank or Banks. The Chairman of the Trust shall be entitled to operate on the said account jointly with any one of the Trustees or any three of the Trustees shall be entitled to jointly operate on the said account.

(14) The Trustees shall be at liberty to retain in their hands a sum not exceeding Rs. 1,000/- at any time for current expenses. All dividends and interest collected by the Bank shall be credited to such joint account.

(15) The Trustees for the time being may from time to time prescribe such rules and regulations as they may consider necessary or expedient for the management and administration of the Trust and of the Trust properties to be maintained and conducted under these presents and for the conduct of their own business including the convening and proceedings of their meeting, custody of securities and documents, appointment of employees and servants etc. with liberty to alter, amend and vary such rules and regulations provided that the same shall not

be at variance or inconsistent with any of the provisions of these presents.

(16) The Trustees for the time being shall also be at liberty at any time to appoint or make provisions for the appointment of any committee or sub-committee for the purposes of managing the said Trusts and for the better carrying out of the rules and regulations as may have been framed from time to time by the Trustees.

(17) Three Trustees present at a meeting shall form quorum for the meeting of the Trustees.

(18) The Trustees for the time being of these presents shall be respectively chargeable only for such Trust property and income including moneys, stocks, funds, shares and securities as they shall respectively actually receive notwithstanding their respectively signing any receipt for the sake of conformity and shall be answerable and accountable only for their own acts, receipts, neglects or defaults and not for those of the others or other of them nor any banker, broker, auctioner or agent or any other person with whom or into whose hands any Trust property or Trust income may be deposited or come nor for lending on any security with less than a marketable title nor for the insufficiency or deficiency of any stock funds, shares or securities or for any other loss unless the same shall happen through their or his own wilful default.

(19) The Trustees or Trustee for the time being of these presents may reimburse themselves or himself and pay and discharge out of the Trust properties all expenses incurred in or about the execution of the Trusts or powers of these presents.

(20) The Trustees shall be at liberty to employ agent or agents to transact all or any of the business of whatsoever nature required to be done in the premises, including the payment and receipt of moneys, and shall be entitled to be

allowed and paid all charges and expenses so incurred and shall not be responsible for the default of any such agent or any loss occasioned by his employment.

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

**The First Schedule above referred to**

13% (thirteen percent) of the receipts and the income shall be divided in 20 equal parts and two parts thereof shall be paid to each of the first eight and one part of each of the last four of the twelve women disciples in the first group viz. (1) Mehera Jehangir Irani, (2) Manija Sheriar Irani, (3) Mehroo Rustom Irani, (4) Goher Rustom Irani, (5) Naja Rustom Irani, (6) Kitty Davy, (7) Rano Gayley, (8) Mani B. Desai, (9) Khorshed Kaikhushru Irani, (10) Valubai Bhau Pawar, (11) Kaity Rustom Irani so long as she remains unmarried and (12) Sushi Ganesh Deorukhkar.

**The Second Schedule above referred to**

17% (seventeen per cent) of the receipts and the income shall be divided in 26 equal parts and two parts shall be paid to each of the first twelve and at one part each to the last two of the Settlor's fourteen men disciples in the second group viz, (1) Ardeshir S. Baria, (2) Aspandiar R. Irani, (3) Eruch B. Jessawala, (4) Rustom Behram Irani, (5) Ali Akbar Shapur Zaman, (6) Vishnu N. Deorukhkar, (7) Laxman G. Jangle, (8) Francis Brabazon, (9) Jal Sheriar Irani, (10) William Donkin, (11) Faredun N. Driver, (12) Sidhu D. Kamble, (13) Mohammed the Mast and (14) Bala Tambat.

## The Third Schedule above referred to

59% (fifty-nine per cent) of the receipts and the income shall be divided into 27 (twenty seven) equal parts and distributed amongst the third group of the Settlor's 15 disciples with families and two parts each be paid to the first twelve and at one part each to the last three viz. (1) Adi K. Irani and/or family, (2) Ramjoo Abdulla and/or family, (3) Behram Sheriar Irani and/or family, (4) Kaikobad R Dastur and/or family, (5) B. D. Jessawala and/or family, (6) Adi Sheriar Irani and/or family, (7) Shatrughna Kumar and/or family, (8) Vir Sinh Kalchuri and/or family, (9) Kisan Singh and/or family, (10) Keshav Narain Nigam and/or family, (11) Y. Ranga Rao and/or family, (12) B. Bapiraju and/or family, (13) Parmeshwari D. Nigam and/or family, (14) Matra Datta Shastri and/or family, (15) Mrs. Khathoonbi Abdul Ghani Munsiff and/or family.

## The Fourth Schedule above referred to

The whole of the Survey No. 489-A, B, C and D called "Sava Mun" admeasuring 16 acres and 1 1/2 gunthas or thereabouts, for which land revenue payable is Rs.5-4-0 and situate on a hill known as the Meherabad Hill, near the village of Arangaon and near the Post Office of Meherabad in the District and Sub-District of Ahmednagar, together with the messuage, tenements, hereditaments and premises known as the Meher Retreat including the building previously known as "Tanki" or water reservoir about 70' x 35' and the room about 20' x 15' with a crypt at the base and a dome over the top and known as Baba's future Tomb and the right of way through adjoining survey numbers and bounded on or towards East by Survey No.488 on or towards the South by Survey No. 490-91 on or towards the West by Survey No. 460-74 and on or towards the North by Survey No. 488.

**The Fifth Schedule above referred to :**

(1) S. No. 489 purchased by Khan Bahadur for Rs.500/-on 6-3-1925.
(2) Given as gift of Rs. 500A to Baba by the Purchaser on 7-3-1936.
(3) Exemption from Land Revenue for Hospital granted on 11-10 1939.
(4) Sanad for N. A. use issued by the Collector in October 1940.

(5) Sarosh made joint owner by a Gift Deed (copy) on 26-9-1947.

(6) Extracts from Record of Rights (7-12) dated 23-9-1949.

(7) Joint ownership of Sarosh cancelled. Baba sole Owner by a fresh Deed of Gift made on 8-12-1955.
(8) 4 copies of extract from Record of Rights (7-12) for 489-A, B, C and D dated 26-2-1959.

Signed, sealed and delivered by the withinnamed T. S. Kutumba Sastri in the presence of Sd. E. B. Jessawala & G. R. Irani

Sd. T. S, Kutumba Sastri
Trustee

Signed, sealed and delivered by the withinnamed Miss Manija Sheriar Irani in the presence of Sd. E. B. Jessawala & G. R. Irani

Sd. Mani S. Irani
Trustee

| | |
|---|---|
| Signed, sealed and delivered by the withinnamed Ramjoo Abdulla in the presence of Sd. E. B. Jessawala & G. R. Irani. | Sd. Rarnjoo Abdulla<br>Trustee |
| Signed, sealed and delivered by the withinnamed Adi Kaikhushru Irani in the presence of Sd. E. B. Jessawala & G. R. Irani. | Sd. Adi K. Irani<br>Trustee |
| Signed, sealed and delivered by the withinnamed Meherji A. Karkaria in the presence of Sd. E. B. Jessawala & G. R. Irani. | Sd. M. A. Karkaria<br>Trustee |
| Signed, sealed and delivered by the withinnamed Nariman M. Dadachanji in the presence of Sd. E. B. Jessawala & G. R. Irani. | Sd. N. M. Dadachanji<br>Trustee |
| Signed, sealed and delivered by the withinnamed Aspandiar Rustom Irani in the presence of Sd. F. B. Jessawaia & G. R. Irani. | Sd. A. R. Irani<br>Trustee |
| Signed, sealed and delivered by the withinnamed Vishnu Narayan Deorukhkar in the presence of Sd. F. B. Jessawala & G. R. Iran. | Sd. V. N. Deorukhkar<br>Trustee |

| | |
|---|---|
| Signed, sealed and delivered by the withinnamed Sd. Faredoon N. Driver in the presence of Sd. E. B. Jessawala & G. R. Irani. | Sd. F. N. Driver<br>Trustee |
| Signed, sealed and delivered by the withinnamed Ardeshir S. Baria in the presence of Sd. E. B. Jessawala & G. R. Irani. | Sd. A. S. Baria<br>Trustee |
| Signed, sealed and delivered by the withinnamed Merwan Sheriar Irani also known as Meher Baba in the presence of Sd. E, B. Jessawala & G. R. Irani. | Sd. M. S. Irani<br>Settlor |

Merwan Sheriar Irani, also known as Meher Baba, Spiritual Master, age 65, years, the Settlor.

(1) Tadimeti Surya Kutumba Sastri age 59, agriculture, residing at Nidadavole, West Godavari District, Andhra Pradesh.

(2) Miss Manija Sheriar Irani, age 40 years, household, residing at Meherabad-on-Hill.

(3) Ramjoo Abdulla, age 60 years, business, residing at Camp, Satara.

(4) Adi Kaikhushru Irani, age 56 years, business, King's Road, Ahmednagar.

(5) Meherji Ardeshir Karkaria, age 53 years, business, residing at 7 Gindey Park, Poona 1.

(6) Nariman Merwanji Dadachanji, age 45 years, business, 69-C, Ashiana, Breach Candy, Bombay 400 026.

(7) Aspandiar Rustom Irani, age 55 years, agriculture, residing at Meherabad.

(8) Vishnu Narayan Deorukhkar, age 55 years, landlord, residing at 249 Kasba, Poona 2.

(9) Faredoon Naworosjee Driver, age 56, mechanic, residing at Meherabad.

(10) Ardeshir Shapurji Baria, 67 years, Agriculture, residing at Pimpalgaon Malvi.

Nos. 1 to 10 the Trustees of the Avatar Meher Baba Trust at Meherabad-on-Hill.

All including the Settlor executing parties, admit execution and are personally known to the u/s.

S. R.

Sd. M. S. Irani

Sd. T. S. Kutumba Sastri

Sd. Miss Mani S. Irani

Sd. Ramjoo Abdulla

Sd. Adi K. Irani

Sd. M. A. Karkaria

Dated 6th April 1959

Sd. N. M. Dadachanji

Sd. A. R. Irani

Sd. V. N. Deorukhkar

Sd. F. N. Driver

Sd. A. S. Baria

Sd. .....
Sub-Registrar, Ahmednagar.

DEED OF DECLARATION
of

# Avatar Meher Baba Trust

King's Road, Ahmednagar
(Maharashtra, India)

Registered Under
No. 1586 of Book 1

before
the Sub-Registrar, Ahmednagar
on
12th November, 1974

# Deed of Declaration

DEED OF DECLARATION executed at AHMEDNAGAR this Ninth day of NOVEMBER 1974 (ONE THOUSAND NINE HUNDRED AND SEVENTY FOUR)

BY

THE BOARD OF TRUSTEES OF AVATAR MEHER BABA TRUST, King's Road, Ahmednagar (Maharashtra State), hereinafter called "the trustees" (which expression shall wherever the context so permits mean and include the members for the time being of the said Board of Trustees of AVATAR MEHER BABA TRUST, or any of them or its Chairman or Secretary or other office holder for the time being) and who are also the EXECUTORS of the Estate of the late MERWAN SHERIAR IRANI also known as and signing as M. S. IRANI and known all the world over as AVATAR MEHER BABA or MEHER BABA, and in this Instrument represented and acting by one of its members Shri ADI KAIKHUSHRU IRANI called and signing as ADI K. IRANI, King's Road, Ahmednagar, duly authorised by the said Board of Trustees of the said Avatar Meher Baba Trust and the Body of the said Executors WITNESSETH :

WHEREAS the aforesaid AVATAR MEHER BABA TRUST was created by a written document called Indenture executed on 6th April 1959 and the same registered on the same date as Document No. 473 of Book No. I in the Office of the Sub-Registrar of Assurances, Ahmednagar, by and between the said M. S. IRANI as the Settlor therein and the Trustees as the Trustees therein, a true copy (printed) of which is annexed hereto for ready reference (and hereinafter called "the said Indenture").

WHEREAS the said Settlor died on 31st January 1969 and the Trustees are also the Body of Executors of his Estate.

WHEREAS though the said Indenture is one, and the name of the Trust is one and the same, namely, AVATAR MEHER BABA TRUST, there are TWO TRUSTS created thereunder, the First Trust (called therein "Firstly") being a temporary Trust lasting only till the lifetime of the named beneficiaries in the First and in the Second Schedules thereunder and for a term of ten years after the respective lifetimes of the respective beneficiaries mentioned in the Third Schedule thereunder, and the Second Trust (called therein "Secondly") being of a permanent and perpetual nature and for charitable objects enuring for the benefit of the public or cross-section of the public irrespective of religion, caste, creed, colour, race, nationality or sex.

WHEREAS the said Second Trust was registered on 7th August 1969 under the Bombay Public Trusts Act, 1950.

WHEREAS the expression "Estate" or "the Trust Property" mentioned in the said Indenture is a comprehensive expression which includes and will include the funds for the time being and other properties for the time being of the Trust.

WHEREAS the main object and purpose of the Second Trust aforesaid which is perpetual and permanent has been comprehensively stated therein as "for the development and further building up of the Estate so as to provide, irrespective of caste, creed, race, religion, sex or nationality all possible and practical facilities and amenities, including ...."

WHEREAS the said settlor M. S. IRANI also indicated by way of illustrations of the main "OBJECTS AND WORKS" to be done and undertaken by the Trustees thereunder "in the course of the developments" and also indicated the priority to be given to such illustrations, or illustrative items, "ACCORDING TO AVAILABILITY OF FUNDS" from time to time.

WHEREAS the Settlor gave himself under the said Indenture full competence to give the Trustees (the members then during his lifetime alive and present) from time to time "INSTRUCTIONS" by way of directions in furtherance of the working of the Objects of the said Second Trust, both generally and also in respect of the several illustrative items therein narrated.

WHEREAS the said Settlor gave such "INSTRUCTIONS" from time to time to the Trustees often in the presence of certain close "Mandali" present at the respective times and on various occasions and in various circumstances and places (such "Mandali" were however not then members of the Board of Trustees).

WHEREAS certain of the Trustees and certain of the said "Mandali" are not now alive and some out of India now but such of them as are now available have also confirmed the same.

WHEREAS the Trustees have not been able till now to work up the said "INSTRUCTIONS" or any of them for several reasons inter alia that the Second Trust has not been and is not now having all the funds of the Trust for utilisation, want of funds generally, and because of the priorities given under the said Indenture for certain illustrative items for the benefit of the public.

WHEREAS in view of the Second Trust after some years becoming the only and the permanent and the perpetual Trust under the said Indenture dated 6th April 1959 and in view of the funds then and thereafter becoming fully and wholly available for the objects of the said Second Trust in due course of time.

WHEREAS the Trustees desired and have resolved that for the guidance of the future members of the Board of Trustees and to declare and record and confirm more fully and

elaborately the intentions of the Settlor and for the benefit of the said Second Trust the said INSTRUCTIONS GIVEN BY THE SETTLOR FROM TIME TO TIME so that the said INSTRUCTIONS may form part and parcel and be always read and treated as part and parcel of the said Indenture dated 6th April 1959 as from the date thereof and may thus form part and parcel of the Objects and Purposes of the said Second Trust which is a permanent and perpetual Trust for the charitable objects enuring for the benefit of the public or cross-section of the public.

AND WHEREAS the Trustees are also competent to make such a record and confirmation and declaration in their capacity as the Body of Executors of the Estate of the above named Settlor M. S. IRANI of the said Indenture dated 6th April 1959.

NOW THIS DEED OF DECLARATION WITNESSETH CONFIRMS AND RECORDS that the following be read and treated as part and parcel always and be deemed always to have been part and parcel of the said Indenture dated 6th April 1959, that is, the Objects and the Purposes of the Second Trust (called "Secondly" therein) :-

**Record of the Instructions of the Settlor**

Subject to the availability of adequate funds, the following Objects and Purposes be also among the Illustrative items of the General or main Objects of the PERMANENT AND PERPETUAL TRUST (Called "Secondly") and the same also be fully and wholly for the benefit of the public or cross-section of the public irrespective of caste, religion, creed, race, nationality, colour or sex :-

(i) For training of persons according to the life, particularly what was called "The New Life", lived by

AVATAR MEHER BABA and His Companions exemplifying and practising at all times renunciation, and detachment in the midst of the ordinary worldly activities that is, "To be in the world and yet be not of it" ;

(ii) For depicting and unfolding the life and words of AVATAR MEHER BABA through establishment of or helping in the establishment of museums, memorials, study-halls, libraries, fairs or exhibitions or melas at such places as may be feasible from time to time, open to the public ;

(iii) For assembling or producing and/or exhibiting films on the different aspects of the life and work of AVATAR MEHER BABA, such as His "New Life", the Poor programmes, the Leper programmes, Darshan to the masses and His other activities in the course of His mission of sowing the seeds of "Divine Love" and "awakening the whole of Humanity to the Divinity in each one of them" and the building of a foundation or nucleus of the New Era or the New Humanity which will live in peace and cordiality eliminating all selfishness, greed and discord of all forms and will realise the ONENESS OF HUMANITY so that man's life may be devoted to the realisation of the Godhood within each one ;

(iv) For the writing and production of "Plays" based on the messages, discourses, and sayings of AVATAR MEHER BABA, for the benefit of the public.

(v) For encouraging music, songs, kirtans, quawwalis, bhajans (vocal and/or instrumental) disseminating the life and work and the messages and dissertations of

AVATAR MEHER BABA for the benefit of the public;

(vi) For encouraging various Arts-paintings, sculptures, engravings, etchings, printings, posters, drawings, slides-depicting the various facets of the life and work and dissertations of AVATAR MEHER BABA, for the benefit of the public;

(vii) For the writing of books, tracts, booklets, journals, magazines, souvenirs, periodicals, and other publications or literature and the publication and distribution thereof among the public in several languages as may from time to time be feasible, on the different aspects of the life, messages, sayings, exposition and discourses of AVATAR MEHER BABA;

(viii) For encouraging talks, speeches, lectures, broadcasts, radio talks and television broadcasts among the public or sections thereof at such places and times and occasions in such languages as may be feasible spreading and disseminating for the benefit of the public the universal messages and discourses of AVATAR MEHER BABA and His Mission and Avatarhood by those who lead a life of sacrifice, love and brotherhood, for the upliftment of Humanity as aforestated in all spheres of life ;

(ix) For facilities of visits to places touched or visited by AVATAR MEHER BABA during His lifetime and during His Avataric Mission or Advent and to enable the study of and undertake research in the various aspects of His work at the respective places and to pay homage to the same and to the memorials,

statues, symbols kept or preserved thereat or therein for the benefit of the public ;

(x) For service to and for relief of the poor, indigent, illiterate, sick, the disabled, blind, giving of education, medical relief, reliefs of all kinds and help and succour, and amelioration in times of distress, flood, famine, war, earthquake, fire or other calamity or havoc, scarcity of different kinds, to the afflicted, and the advancement of all objects of general public utility in a selfless and altruistic spirit and particularly to promote a sense of oneness of humanity, tolerance, goodwill among humanity in consonance with the example of DIVINE LIMITLESS COMPASSION AND LOVE of which AVATAR MEHER BABA was unquestionably acknowledged and recognised all the world over as the embodiment and personification.

**THE SCHEDULE OF THE IMMOVABLE PROPERTY**
in the Indenture dated 6-4-1959
(Called "the Fourth Schedule" therein)

**COPY**

(Fourth Follows)

**The Fourth Schedule Above Referred To**

The whole of the Survey No. 489-A, B, C, and D called "Sava Mun" admeasuring 16 acres and 1 1/2 gunthas or thereabouts, for which land revenue payable is Rs. 5-4-0 and situate on a hill known as the Meherabad Hill, near the village

of Arangaon and near the Post Office of Meherabad in the District and Sub-District of Ahmednagar, together with the messuage, tenements, hereditaments and premises known as the Meher Retreat including the building previously known as "Tanki" or water reservoir about 70' x 35' and the room about 20' x 15' with a crypt at the base and a dome over the top and known as Baba's future Tomb and the right of way through adjoining survey numbers and bounded on or towards the East by Survey No. 488, on or towards the South by Survey No. 490-91 on or towards the West by Survey No, 460-74 and on or towards the North by Survey No. 488.

**Schedule of the list of the present**
**Board of Trustees of Avatar Meher Baba Trust**

| | | |
|---|---|---|
| 1. | Miss Mani S. Irani | (Chairman) |
| 2. | Ali Ramjoo | (Nominated in place and stead of Ramjoo Abdulla who died on 11th January, 1967) |
| 3. | Adi K, Irani | |
| 4. | M. A. Karkaria | |
| 5. | A. R. Irani | (Pendu) |
| 6. | F. N. Driver | (Padri) |
| 7. | Miss Madeleine E. Gayley (Rano) | (Nominated in place and stead of A. S. Baria who died on 27th February, 1969) |
| 8. | V. S. Kalchuri (Bhau) | (Nominated in place of Khan Saheb Sarosh K. Irani who died on 9th January, 1973 and who was nominated in place and stead of Shri Vishnu Narayan Deorukhkar who died on 13th May, 1962) |

The vacancies created by the death of Shri T. S. Kutumba Sastri and Shri N. M. Dadachanji are not yet filled up.

IN WITNESS WHEREOF the Trustees above named in their capacity as Trustees of the said Indenture dated 6th April, 1959 and in their capacity as the Body of Executors of the Settlor therein (namely M. S. IRANI) have hereunto through their duly authorised and nominated representative. ADI K. IRANI subscribed their name the day and the month and the year first above-written, in the presence of the underrated Witnesses :

Signed and delivered by ADI K IRANI as the representative duly authorised of the abovenamed BOARD OF TRUSTEES of AVATAR MEHER BABA TRUST IN THE, PRESENCE OF :

Sd. ADI K. IRANI

## WITNESSES

1. Sd. Mani S. Irani
2. Sd. A. R. Irani
3. Sd. R. N. Driver
4. Sd. M. A. Karkaria
5. Sd. Madeleine E. Gayley
6. Sd. V. S. Kalchuri
7. Sd. Dr. Goher R. Irani
8. Sd. Ali Akbar Shapure Zaman
9. Sd. Sidhu Daulat Kamble
10. Sd. L. G. Jangale
11. Sd. Nana G. Kher

12. Sd. Bal Natu
13. Sd. Naja R. Irani
14. Sd. F. B. Workingboxwala
15. Sd. Meheru R. Irani
16. Sd. Eruch B. Jessawala

**Sd._____**

**Sub-Registrar, Ahmednagar**

**Dated 12th November, 1974.**

We have signed as witnesses after reading the contents of the above document and we confirm the correctness of what is recited.

Sd. Mani S. Irani
Sd. A. R. Irani
Sd. R N. Driver
Sd. M. A. Karkaria
Sd. Madeleine E. Gayley
Sd. V. S. Kalchuri
Sd. Dr. Goher R. Irani
Sd. Ali Akbar Shapure Zaman
Sd. Sidhu Daulat Kamble
Sd. L. G. Jangale
Sd. Nana G. Kher
Sd. Bal Natu
Sd. Naja R. Irani
Sd. R B. Workingboxwala
Sd. Meheru R. Irani
Sd. Eruch B. Jessawala
Sd. Meherwan B. Jessawala
Sd. Gaimai B. Jessawala
Sd. Manu B. Jessawala
Sd. Arnavaz N. Dadachanji
Sd. Katy R. Irani
Sd. Khorshed K. Irani
Sd. Banu N. Kerawala
Sd. Dadi N. Kerawala
Sd. Sam N. Kerawala
Sd. Jim B. Mistry
Sd. Jal S. Irani
Sd. Jehangir M. Sukhadwala
Sd. Goolnar J. Sukhadwala
Sd. Susila G. Deorukhkar
Sd. K. R Dastur
Sd.Mani B. Desai

**The list of the present Board of Trustees**
**of Avatar Meher Baba P. P. C. Trust**
**January 2002**

| | | |
|---|---|---|
| 1. | Shri Vir Singh Kalchuri | (Chairman) |
| 2. | Shri Ali Ramjoo | (Trustee) |
| 3. | Shri Chintaman Vishnu Natu | (Trustee) |
| 4. | Shri (Dr.) D. N. Kerawala | (Trustee) |
| 5. | Shri Jal P. Dastoor (Trustee) | |
| 6. | Shri Jagannath Keshav Rangole | (Trustee) |
| 7. | Shri Jehangir M. Sukhadwala | (Trustee) |
| 8. | Shri Mehernath B. Kalchuri | (Trustee) |
| 9. | Shri Framroze J. Mistry | (Trustee) |
| 10. | Shri Shridhar Kelkar | (Trustee) |