

TRUST DEED

This Deed of Declaration of Trust is executed it Bangalore, on this the First day of January. 1995 by Sri.S.G.N.W.P.S.O.G.A.MANUR, residing at Y.M.Building. 3rd Cross, Jyothiji Rao Late. esh anthour, BANGALORE-560 002 And Smt LATHA MANUR Residing at The Jame Address.

being WHEREAS STI.S.G. MANUR & Sint, LATHA MANUR. constituting a Trust for the purposes of promotion of Education and Charitable objects have constituted this Trust Deed and 10 pursuance thereof the said authors of the Trust have invested an amount of Rs.1,001/- (Rupees One Thousand and One Only), which amount shall be the corpus of the Trust, in favour of :-

1. Sri. S.G. MANUR

2. Smt. LATHA MANUR

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who shall be the First Trustees of the said Trust and who have accepted the said corpus as Trust property, to be utilised for the purposes for which this Trust has now been created.

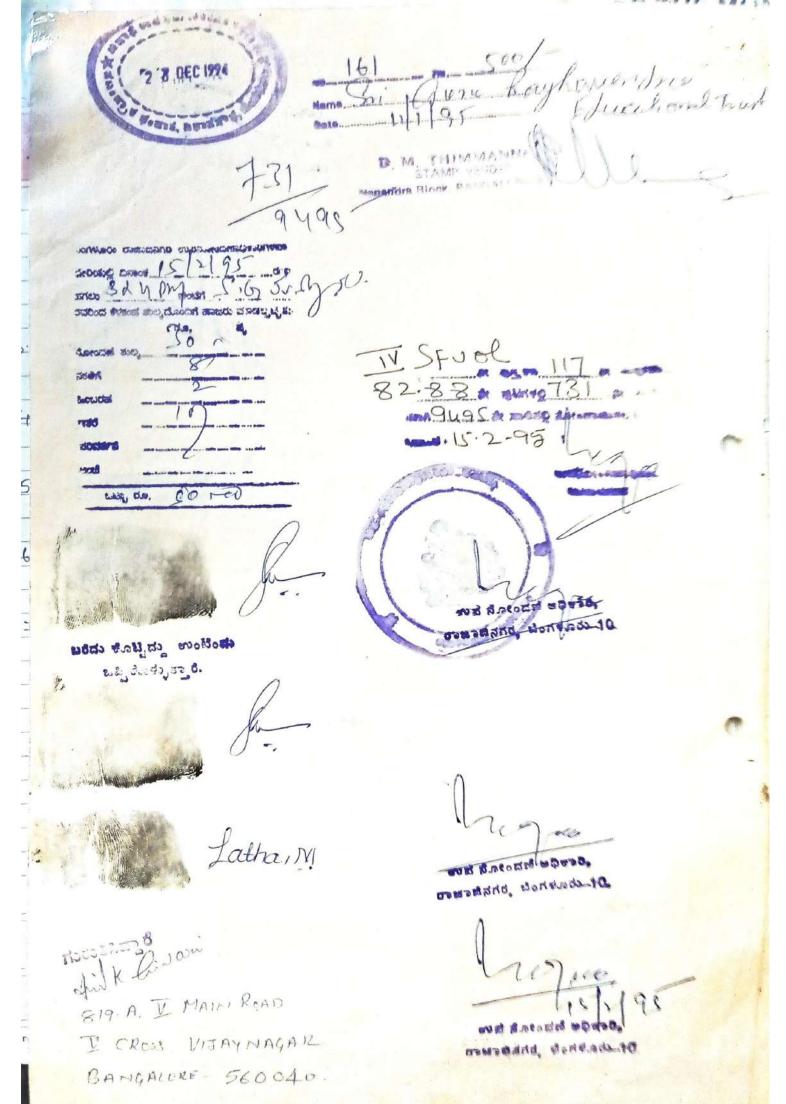
Now this instrument of Trust Deed witnesseth as follows :-

1. NAME CLAUSE :-

The name of the Trust shall be "SRI GURU RAGHAVENDRA EDUCATIONAL TRUST", hereinafter for purposes of brevity referred to as "The Trust".

2. REGISTERED OFFICE CLAUSE :-

The Registered Office of the Trust shall be situated at Raja Rajeswari High School Premises, Dodda Somasandray Jalahalli Post Bangalore.



560 013. The situation of the Registered Office may be shifted from the said place to any other places as may be mutually agreed to upon between the Trustees.

3. AIMS & OBJECTS CLAUSE :-

The Aims and Objects of the Trust shall be :-

- a) Establishment of Educational Institutions for imparting Education from Nursery, Primary, High School to College level for all students irrespective of caste, creed, colour or community, without any profit motive.
- b) Expansion of the Educational activities by starting and imparting Technical, Industrial and Professional courses of study including Post Graduate Courses and establishment of necessary infrastructure for the purposes thereof including training institutions viz. Teachers Training Institutions, Physical Education Institutions, Computer Programming Classes, Training Institutions in various trades both Technical and Non-Technical and so forth.
- c) Establishment of Residential Schools, Hostels for Students and Trade Apprentices etc.
- d) Take over, administer, manage and maintain Educational Institutions, Charitable Institutions in such places as may be decided upon by the Board of Trustees.
- e) Establish, Scholarship Funds, legacies and accept all Grants, Donations, Contributions either in money or money's worth and/or other properties both movable and immovable that may be made to the Trust by the Authors, Donors and others from time to time.
- f) Establish old age homes for the needy old aged people on such terms and conditions as may be decided upon by the Board of Trustees.
- g) Establish, Promote, maintain and encourage Charitable & Welfare Activities, Cultural, Fine Arts, Sports etc. and encourage and engage in the diffussion of knowledge relating to, Industry or other useful knowledge for the public at large.
- h) Establish and maintain Libraries, Reading Rooms, Public Museums, Galaries of Painting and other works of Art.
- i) Take all appropriate actions as may be condusive or calculated to promote and attain the objectives of the Trust. And for the purposes thereof, acquire, hold, accept properties, rights, titles and make necessary investments in properties both moveables and immoveables as may be decided upon by the Board of Trustees from time to time.

4. TRUST PROPERTY :-

The Trust Property shall mean and include the corpus, all Grants, Donations, Contributions, moveable and immoveable properties and accumulations and accretions thereto.

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5. BOARD OF TRUSTEES :-

- . a) For the time being, the First Trustees, mentioned herein above shall constitute the Board of Trustees and hold among themselves the following office:
 - i) Sri. S.G.MANUR (MANUR) Aged about 44 years

-Shall be the PRESIDENT

ii) Smt.LATHA MANUR Aged about 36 years

—Shall be the SECRETARY

Additional Trustees may be inducted from time to time as may be resolved by the Board as and when considered necessary.

- b) The vacancy or vacancies that may occur in the strength of the Board of Trustees by way of death, resignation, expulsion or otherwise shall be filled in by the co-option of fresh Trustees by the aforesaid Board.
- c) Any of the Trustee/s may be removed at the discretion of the Board of Trustees, if the Board decides that any of the acts of such Trustees are detrimental to the interest of the Trust. For the purpose thereof, the majority decision of the Board shall be binding.
- d) The Trustees shall cease to hold office as Trustee if they fail to attend three consecutive meetings without appropriate leave of absence duly granted by the Board of Trustees.

6. MEETINGS :-

a) Quorum :-

The Quorom for a meeting of the Board of Trustees shall be 2 members. If this stipulated Quorum is not present within half an hour fixed for the meeting, the meeting shall stand adjourned to the next convenient date and time as may be decided by the members present.

b) Number of Meetings in a Calendar Year :-

A meeting of the Board of Trustees shall be held atleast once in three months. There should be atleast four meetings held in every calendar year.

c) Notice of Meetings :-

Seven days clear Notice together with the Agenda of the business to be transacted at every meeting shall be served on every Trustee. However, in case of Special Meetings at

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least three days clear Notice should be given after compliance with sub-clause d) herein blow. However in case of emergent matters to be decided, the same shall be determined by circular resolution passed by circulation amongst the trustees and thereafter placed to be taken note of.

d) Special Meetings :-

May be convened by the President on a requisitions therefor being received from not less than three members of the Board of Trustees specifying the purpose therefor and the same shall be held within 15 days after receipt of such notice.

e) Chairman

The President of the Board shall act as the Chairman of the Meeting and in his absence the Secretary shall act as the Chairman.

7. VOTING PROCEDURE

All the questions before the Board of Trustees shall be decided by a show of hands except when a ballot is demanded by atleast two members present at the meeting. The Chariman of the meeting shall have a second or casting vote.

8. MINUTES OF MEETINGS

The Board of Trustees shall cause the minutes of its meeting to be duly recorded in a book specifically maintained for the purpose as early possible after close of the meeting. If any member of the Board of Trustees desires to refer to the confirmed minutes of the Board, he/she shall be allowed to do so at the office of the Trust during working hours on any office working day giving 24 hours previous notice of his/her intention to verify the documents to the Secretary.

9. POWERS AND FUNCTIONS OF THE TRUSTEES

The Board of Trustees shall without prejudice to the general powers conferred on them in the Trust Deed have power :-

- a) to purchase, take on lease or otherwise acquire any land with or without a building thereon and to erect, construct and build or alter any building or buildings thereon.
- b) to purchase or otherwise acquire furniture or other moveable property for the use of the Trust and to pay for such purchases.
- c) to engage the services of Architects, Engineers, Contractors, Fitters or other workmen and other staff for the purposes of the Trust and to pay them such remuneration as may be found necessary.
- d) to insure or keep insured all or any of the buildings, or other properties of the Trust and incur and pay the necessary expenses for the same.

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e) to commence, institute, prosecute and defend all such actions and suits as the Board of Trustees may deem to said actions and suits as the Board of Trustees may in its discretion think fit.

- f) to engage the services of Advocates, Soliditors and other experts for the purpose of the Trust, to pay them such remuneration as may be found necessary, to authorise all officer or officers or any arbitrator or applicators, measure affecting the interests and welfare of Educational
- o) to incur and pay all expenses necessary for carrying out
 the aims and objects of the Trust.
- h) to collect and receive subscriptions, donations and endownments for the purpose of the Trust and to deposit moneys so collected and invest the surplus fund of the Trust in Scheduled Banks or any other Banks in the opinion of the Trustees as may be deemed safe and desirable.
- to nominate and depute members of the Trust as delegates to attend and to take part in the proceedings of any conferences seminar, committees and similar bodies connected with Education, more particularly with Technical Education and Professional Courses.
- j) to subscribe to become a member of and co-operate with any other institutions or Associations, whether incorporated or not, whos objects are wholly or partly identical or similar to those of the Trust and to procure and communicate to any such institution or Association such information as may be likely to further the objects of th Trust.
- k) to open and maintain Bank accounts in the name of the Trust and the President and Secretary shall jointly operate the same duly authorised in that behalf by a resolution passed by the Board of Trustees.
- The Board of Trustees may in addition to the power expressly conferred on it by these rules exercise all residual powers and do all such acts and things not expressly provided in these rules except those which are required to be exercised or done by the Trust at an ordinary or extraordinary meetings.

10. ACCOUNTS CLAUSE

The Trustees shall be responsible to maintain the accounts of the Trust. The Financial Year for the purposes thereof shall be from 1st April to 31st March, every year. The accounts shall be approved by the Board and got duly audited by Chartered Accountants appointed as auditors therefor.

11. INVESTMENT CLAUSE

The funds of the Trust shall be invested in the modes specified under the provisions of Sec.13(1)(d) read with

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section 11(5) of the Income Tax Act, 1961 as amended from time to time.

12. AMENDMENT CLAUSE

No amendments to the Trust Deed/Memorandum of Association and Rules and Regulations shall be made which may prove to be repugnant to the provisions of Sec.2(15), 11, 12, 13 and 806 of the Income Tax Act, 1961 as amended from time to time.

Further no amendment shall be carried out without the prior approal of the commissioner of Income Tax.

13. DISSOLUTION CLAUSE

In the event of dissolution or winding up of the Trust, the assets remaining as on the date of dissolution shall under no circumstances be distributed among the Trustees/Members of the Managing Committee/Governing Body, but the same shall be transferred to another charitable Trust., whose objects are similar to those of this Trust and which enjoys recognition u/s.80-G of the Income Tax Act, 1961, as amended from time to time.

14. <u>DURATION CLAUSE</u>

The Trust formed shall be irrevocable.

15. FUNDS UTILISATION CLAUSE

The funds and the income of the Trust shall be solely utilised for the achievement of the objects and no portion of it shall be utilised for payment of Trustees/members by way of profit, interest, dividend etc.

16. DUTIES OF THE OFFICE BEARERS

a) PRESIDENT

The President shall have the overall power to manage and supervise the affairs of the Trust, execute the decisions of the Board of Trustees and be the overall incharge of the entire affairs.

b) SECRETARY

The Secretary shall assist the President in the execution of the Trust and work under the supervision of the President, and maintain minutes of meetings, convene of meetings and perform all other functions that may be delegated by the President from time to time.

- 17. The Trustees shall not be entitle to any remuneration from the Trust and shall discharge their duties in a homanory capacity.
- 18. The Trustees hereby appointed have accepted this Trust and have in acknowledgement thereof affix their signatures hereunder.

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IN WITNESS WHEREOF the Trustees have affixed their respective signatures to this deed on the day, month and year first mentioned written at Bangalore in the presence of the witnesses hereunder :-

WITNESS

Jeeman Joseph Revo Raad No 11. Brown wagar!

ANIL. K. TIWARI 819 A. [Main VIJAYNAGAK BANGALORE. 46.

Avated by: Server 10.81

G.K.W. Dagar B.10.