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THIS DECLARATION OF TRUST is made and executed at Bangalore on the ....... day of April, Two Thousand Seven By:

MR.R. PRABHAKAR REDDY, aged about 35 years, Son of Mr. N. Rama Reddy, residing at No.1051, 19th cross, 8th "B" Main, HSR Layout, 7<sup>th</sup> Sector, Bangalore-560034, hereinafter called the AUTHOR OF THE TRUST, on the ONE PART:

#### AND

- 1. MR.R. PRABHAKAR REDDY, aged about 35 years, Son of Mr. N. Rama Reddy, residing at No.1051, 19th cross, 8th "B" Main, HSR Layout, 7<sup>th</sup> Sector, Bangalore-560034,
- 2. MS. S. DEEPA aged about 25 years wife of Mr. R. Prabhakar Reddy, residing at No.1051, 19th cross, 8th "B" Main, HSR Layout, 7<sup>th</sup> Sector, Bangalore-560034.
- 3. MR. N. RAMA REDDY, aged about 56 years Son of Mr. K.Narayan Reddy residing at No.1051, 19th cross, 8th "B" Main, HSR Layout, 7<sup>th</sup> Sector, Bangalore-560034.
- 4. MR.C.RAMA REDDY, aged about 42 years, Son of Mr.Chinnapa Reddy residing at No. 4B/2, Royal Court Apartments, Shree Rama Temple Street, New Thippasandra, Bangalore-560075.
- 5. MR. UMESH BHAT aged about 58 years, Son of Mr. Shankar Bhat, residing at No.22/B, I cross, I Main, R.M.V. Extension, Bangalore-560094.

Parties 1-5 are HEREINAFTER called the TRUSTEES which term wherever the context permits shall mean and include their successors, assignees, executors and administrators on the OTHERPART.

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ಸಬ್ ರಜಿಸ್ಟ್ರಾರ ಬೊಮ್ಮ ನಹಳ್ಳಿ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 27-04-2007 ರಂದು 03:56:12 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಫೀಯೊಂದಿಗೆ

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ಶ್ರೀ R.Prabhakar Reddy S/o N.Rama Reddy ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೊ	ಹೆಬ್ಬಿಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ R.Prabhakar Reddy S/o N.Rama Reddy			Jakredely

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಬೊಮ್ಮನಹಳ್ಳಿ, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲಿ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	R.Prabhakar Reddy S/o N.Rama Reddy . (ಬರೆದುಕೊಡುವವರು)			galredy
2	S.Deepa.W/o R.Prabhakar Reddy (ಬರೆದುಕೊಡುವವರು)			perfer

WHEREAS the Author of the Trust is desirous of settling the sum of Rs. 1,000/-(Rupees One Thousand Only) upon Trust to establish educational institutions for public benefit in general irrespective of caste, creed, sex or religion and especially for the benefit of poor and needy persons and also carry out charitable activities with the objects of medical relief and other objects of general public utility as hereinafter expressed or contained in these presents and in pursuance of such desire has handed over prior to the execution of these presents Rs. 1,000/-(Rupees One Thousand Only) to the Trustees.

WHEREAS the Trustees hereinabove shall be the First Trustees and Mr.R.Prabhakar Reddy shall be the Managing Trustee.

NOW THEREFORE THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE TRUSTEES HERETO AS FOLLOWS:

- In pursuance of the said desire for the carrying out such desire into effect, the Author of the Trust doth hereby grants, transfers and assigns into the Trustees the said sum of Rs. 1,000/- and all his estate, right, title and interest claim the demand unto or upon the said sum of Rs. 1,000/- unto the Trustee upon and subject to the Trusts powers and provisions hereinafter declared and expressed of and concerning the same.
- 2. For the consideration aforesaid they, the Trustees hereby covenant with the Author of the Trust that they, the Trustees will stand and be possessed of the said sum of Rs. 1,000/- and the investments for the time being representing the same and other properties movable and immovable which may under the Trust and provisions of these presents be substituted or added in due execution of the Trust and power of these presents and expressly including any donation which may be received by the Trustees (all of which are hereinafter in these presents referred to as the Trust Fund) upon directions and agreements hereinafter declared and contained of and concerning the same.

3. NAME AND ADDRESS OF TRUST:

The Name of the Trust shall be "SADHGURU SAINATH EDUCATIONAL TRUST". The Registered Office of the Trust shall be situated at No.1051, 19th cross, 8th "B" Main, HSR Layout, 7<sup>th</sup> Sector, Bangalore- 560034, and may have one or more branches at any place or places. In case of need, the Trustees may change the Registered Office or the Branches of the Trust.

## 4. MAIN OBJECTS OF THE TRUST

(a) Educational:

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 To start, run, develop or improve schools, colleges, polytechnics, universities or other educational institutions including vocational training centres, industrial training

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3	N.Rama Reddy S/o K.Narayan Reddy . (ಬರೆದುಕೊಡುವವರು)			ರ್ ಯರಿಡ್ಡ
4	C.Rama Reddy S/o Chinnappa Reddy . (ಬರೆದುಕೊಡುವವರು)			Golder,
5	Umesh Bhat S/o Shankar Bhat . (ಬರೆದುಕೊಡುವವೆರು)			Acuson

ಹಿರಿಯ ಉಪನ್ರೋಂದಣಾಧಿಕಾರಿ ಬೊಮ್ಮನಹಳ್ಳಿ, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ,

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help any existing educational institution without profit motive for the benefit of the public in general. To organize, start, run or assist any programme either by (ii) itself or by assisting or co-ordinating with other educational institutions for guidance and counseling, vocational training. (iii)

To promote, encourage, develop, and run centres for adult education and general education and vocational training for

To run, workshop, seminars, programmes etc., for the (iv) educated unemployed and the rural youth in co-ordination with other organizations.

To give donations to educational institutions which are run (v) on non-profit basis subject to such conditions consistent

with the objects of the Trust.

To constitute scholarships to be given to poor and (vi) deserving students to enable them to continue their studies and to give grants for fees and other charges or reimbursement for costs of books, instruments and other educational aids for their educational purpose.

To help establishments of student's hostel and to give other (vii) assistances for poor and deserving student's to find inexpensive living accommodation to enable them to

prosecute their studies.

To give loans at nil or subsidized rate of interest to enable (viii)

them to prosecute higher studies.

To establish, maintain, develop and donate for the (ix) establishment, maintenance and development of book banks and libraries.

To establish, maintain, develop institutions and centers for (x) research on horticulture, floriculture, animal husbandry, agricultural and allied activities.

To start, establish and to run hostels for students of the (xi) Institutions run by the Trust and if possible it may accommodate other students.

To render help and assistance to other Institutions which (xii) are engaged in the activities of similar nature.

(b) Relief to the poor:

To give assistance by way of financial or by kind through distribution of books, notebooks, cloths, uniforms, meals etc., for the poor and indigent.

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ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	S.Hanunatha S/o Bala Reddy No 16/17, 17th B Main, 6th Block, Koramangala, Bangalore 27	20 303
2	Namashivayam No 193/Y, 12th Main, 3rd Block, Rajajinagar, Bangalore 10	To Hamos Echayo

ಹಿರಿಯ ಉಪವಹೀಂದೇಕಾಗುಕಾರಿ ಬೊಮ್ಮನಹಳ್ಳಿ, ಬೆಂಗಳೂರು ನಗರ ಜಿಳ

Name of the Trust:- Sadhguru Sainath Eductional Trust.

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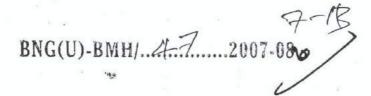
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ಸಬ್ ರಚಿಸ್ಟ್ರಾರ (ಜೂಮ್ಮನಹಳ್ಳಿ )

ಹಲವರಾಜು

Designed and Developed by C-DAC, ACTS, Pune

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### 5. Other objects:

(a) Medical relief:

To establish hospitals and centers to provide medical relief specially to cater to the needy and downtrodden and to carry out research with special emphasis on AIDS awareness, prevention and cure.

- (b) To undertake activities for the upliftment and welfare of women.
- (c) To undertake and to do any other work of similar nature aforesaid and to carry out any other work to promote the aforesaid objects.
- 6. If any of the above objects if found to be in-consistent with the objects of a public charitable institution under Section 10(23C) or any other Section of the Income Tax Act, 1961 or any other law applicable to such Trusts and now enacted or as may be enacted or amended at a future date, the objects stated above will be treated as so modified to accord with such law or amended law so that any concessions, privileges, conditions or regulations available and applicable to Public Charitable Institutions will be available or applicable to this Trust as well so that this institution will continue to retain its character as a Public Charitable Institution without profit motive with public character within the meaning of Section 10(23C) of the Income Tax Act, 1961 or any other analogous provisions under the Income Tax Act or any other law.

## 7. Financial Years:

The Financial year of the Trust shall end on 31st March each year. The First Financial Period of the Trust shall close on 31st March 2008.

### Board of Trustees:

- (a) The number of Trustees shall not be less than 5 (Five) and shall not exceed 12(Twelve).
  - (b) The First Trustees may co-opt one or more persons subject to the limit as per regulation 8(a) supra for a term of two years at a time.
  - (c) Any Trustee may retire or resign at any time without assigning any reason by giving three months notice in advance.
- The term of Managing Trustee shall be for life and the term of other First Trustees shall also be for life unless removed as per regulation 10(b) infra.
- 10. (a) On the relinquishment of the office of the Managing Trustee the Board of Trustees shall elect one among the First Trustees as Managing Trustee.
  - (b) Further, any Trustee other than the Managing Trustee can be removed from the Board by the decision of simple majority of Board of

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ಕರ್ನಾಟಕ ಸರ್ಕಾರ ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ Department of Stamps and Registration

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1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಆಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ R.Prabhakar Reddy S/o N.Rama Reddy , ಇವರು 500.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವದನ್ನು 'ದೃಡಿಕರಿಸಲಾಗಿದೆ'

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
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Designed and Developed by C-DAC ,ACTS Pune.

Trustees when his/her activities are against and harmful to the interests of the Trust after serving show-cause notice in writing.

11. The Managing Trustee shall be the Chairman and shall hold office till he resigns or otherwise ceases to be a Trustee.

Meetings of the Board of Trustees:

- 12. The Board of Trustees shall meet once in a calendar month. The Managing Trustee along with 50% of other Trustees present at a meeting with a minimum of three shall form the quorum for any meeting of the Trustees.
- All proceedings and questions and matters arising at the meeting of the Trustee shall be decided by a majority of votes and in case of equality of votes, the Chairman shall have a casting vote provided however that notwithstanding anything herein stated no question dealing with the disposal of the corpus of any of the Trust Properties and/or investment out of the Trust corpus shall be decided except with the consent of the Chairman of the Trust.
- 14. In case of difference of opinion between the Trustees, the opinion of the majority shall prevail and if the Trustees are equally divided in any matter, the Managing Trustee shall have a casting vote.
- 15. A resolution in writing circulated amongst all the Trustees and signed by a majority of the Trustee shall be as valid and effectual as if it has been passed at a meeting of the Trustees duly called and convened.
- 16. Notice of the meeting of the Trustee and all communication may be sent to the Trustees at their address registered for the time being in the records of the Trust.
- 17. All meetings of the Trust shall be held at such place and at such time as the Chairman of the Trust shall decide from time to time.
- 18. A Trustee who is unable to be present at a meeting of the Trustees, may send his/her views on the agenda in writing and such expression of opinion shall be taken to be his vote on the matter concerned.
- 19. The minutes of the proceedings of every meeting of the Trustees shall be entered in a book to be kept for that purpose and signed by the Chairman of such meetings or of the following meeting when they are read over and shall, when so entered and signed, be conclusive evidence of the business and other matters transacted at such meeting.

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Powers and Duties of the Board of Trustees:

- 20. The Trustees shall from time to time after meeting the expenses of and incidental to the management of the Trust Properties and of the Trust Properties and of the Trust decide the particular object or objects for which the income or corpus of the Trust Fund or Properties for the time being available shall be applied.
- 21. The Trustees may accept any donation or contribution in cash or in kind from any other Person, Firm, Company, Associations, Institutions or Trust (including the Author or the Trustees or any of them) for the furtherance of the objects of the Trust or for any one or more of them upon such terms and conditions as they may in their absolute discretion think fit and which are not inconsistent with the objects of the Trust. The Trustees may also take over the Management of any other Charitable of Public Institutions on such terms as they think fit and may manage such institutions, which erjoy registration U/S 80G of the Income Tax Act, 1961.
- 22. Without affecting the generality of powers and duties of the Trustees to manage and administer the Trust, the Board of Trustees shall have the following powers:
  - a. To borrow, if need be, against the security of the assets of the Trust by way of Bank Overdraft, Loan, or otherwise, as may be necessary for the benefit of the Trust and for more effectively carrying out the objects of the Trust provided however the majority of the Trustees agree on such borrowings and limited to the terms of their decision or agreement and to authorize two or more of the Trustees to execute such documents, deed, paper, etc. as may be necessary in connection therewith.
  - b. To arrange for and/or authorize the signing or execution of any agreement, contract, instrument, document or any other paper or writing required to be signed or executed on behalf of the Trustee by any two of the Trustees to be nominated in this behalf by the Board of Trustees and to make the same effective and binding as if the said agreement, contract, instrument or document, or paper or writing were signed by all the Trustees.
  - c. To appoint or make provision for the appointment of a subcommittee of Trustees and/or other to attend to or supervise or conduct specified jobs or functions or Trust matter in such manner and subject to such rules and regulations as the Trustees may prescribe.
  - d. To authorize any one or more Trustees to hold any property of any fund or any investment of the Trust subject however to the terms of these presents in such manner and subject to such terms and conditions, rules and regulations as the Board of Trustees may from time to time think fit and proper.

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- e. To invest any portion of the corpus or the income of the Trust Fund for purchasing and Land and/or constructing any building or buildings for and in the name of the Trust for the purpose of carrying out, promoting and/or executing any or all of the objects of the Trust.
- 23. The Trustees shall have full power to compromise or compound all actions, suits and other proceedings and settle differences and disputes touching the Trust Estate and/or the Trust Properties and to refer any such differences or disputes to arbitration and to adjust and settle all accounts relating to the Trust Estate and/or the Trust Properties and to do all other acts and things fully and effectually without being liable or answerable for any bonafide loss occasioned thereby.
- 24. The Trustee may appoint Secretaries, Managers, Employees, Auditors, Legal and other Professionals for the purpose of management and supervision of the Trust Estate, for collection of rents, effects and profit, for keeping the accounts and records and for other purpose of the Trust.
- 25. The Trustees are authorised to issue receipts acknowledging monies received towards sale of Trust Properties whether Movable or Immovable.
- 26. The Trustees shall be at liberty to sell such portion or portions of the movable or immovable properties forming part of the Trust Estate either by Public Auction or Private contract at such price or prices and on such terms and conditions relating to title or otherwise in all respects as they may in their absolute discretion think fit and to rescind or vary any contract for the sale thereof and to resell the same without being answerable for any loss occasioned thereby and to execute all conveyances or other assurances and to pass valid and effectual receipts and discharge for all moneys received by them.
- 27. The Trustees shall open accounts with any Banks and operate such accounts by passing appropriate resolution empowering Managing Trustee individually or jointly with another Trustee to operate such accounts.
- 28. The Trustees shall pay all charges and out-goings payable in respect of any immovable property for the time being forming part of the Trust Fund and may carry out repairs required to be done to the same and keep the same insured against loss or damage by fire and incur all other costs, charges and expense incidental to the administration and management of the Trust Estates and the Properties for the time being belonging to the Trust as they may in their discretion think fit.
- 29. The Trustees may lease out the immovable property or properties for the time being and from time to time belonging to the Trust either from year

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to year or for any fixed term or for any term or years or on monthly tenancies at such rent and subject to such covenants and conditions as they may think proper and also accept surrender of lease and tenancies and generally manage the same in such manner as they many think proper.

- 30. The Trustee may from time to time frame schemes and rules and regulations to carry out the objects of the Trust and for managing the affairs of the Trust and otherwise for giving effect to the objects and purpose of the Trust and to vary the same from time to time as the Trustees may in their discretion deem fit and proper.
- 31. The Trustees may reimburse themselves and pay and discharge out of the Trust Fund all expenses incurred by them in or about the execution of the Trust or any of their duties under these presents including travelling expenses, but shall not be entitled to any remuneration.

### Utilisation of Funds of the Trust:

- 32. The funds and income of the Trust shall be solely utilized for the achievements of the objects of the Trust and no portion of it shall be utilized for payment to Trustees by way of profits, interest, dividend, etc.
- 33. If the income from the Trust Property in a particular year is not fully utilized, the unexpended income subject to the applicable provisions of the Income Tax Act, 1961 shall be carried over to the next year or years and spent in such subsequent year or years for the advancement of any of the objects of the Trust.

# Investment of Funds of the Trust:

34. The funds of the Trust shall be invested in the modes specified under the provision of Section 13(1)(d) read with Section 11 (5) of the Income Tax Act, 1961 as amended from time to time.

# Accounts and Audit of Accounts of the Trust:

35. The Trustees shall cause true and accurate accounts to be kept of all moneys received and spent and of all matters in respect thereof in course of management of Trust Properties or in relation to the carrying out of the objects and purpose of the Trust as well as of all the assets, credits and effects of the Trust Properties. The annual accounts shall be prepared and shall be audited by a Chartered Accountant appointed as Auditor for the purpose.

### Rules and Regulations:

36. No amendments to the Trust Deed shall be made which may prove repugnant to the provisions of Section 2 (15), 11, 12, 13, and 80G of the Income Tax Act, 1961 as amended from time to time. Further, no

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amendments shall be carried out without the prior approval of the concerned Income Tax authorities.

# Irrevocability of the Trust:

- 37. The Trust formed by these presents is irrevocable.
- 38. 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 Trustee, but the same shall be transferred to another charitable Trust/Society, whose objects are similar to those of this Trust and which enjoys recognition Under Section 80G of the Income Tax Act, 1961 as amended from time to time.

THE DECLARANT HAVING MADE THE DECLARATION OF THE TRUST SUBJECT TO ABOVE CONDITION AFFIXES HIS RESPECTIVE SIGNATURE BEFORE WITNESS HEREUNDER ON THIS THE ......DAY OF ......2007 AT BANGALORE CITY.

WITNESS:

B. Mama Shivayan.

# 182 / 12th Main Road,

II Block, Rajajihayar

Bangalore, 860-010

2. Deve Q J.

Hamumantha - S.

16/17, 17th Brown, 6th alk,

Kormangala, B'low-27.

(DECLARANT)

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2. peaglas

4. (Jalety)

5. Heverord

(TRUSTEES)

DRAFTED BY ME

N. SHANKAR, B.SO., JA

ADVOCATE

Retd. Joint Director of Prosecution

No. 427, 9th Maia,

Padmanabhanagar,

BANGALORE - 560 U70

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CITY L.M.S. 144