

3832  
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ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

S.No. 293/ Dt: 11/5/2017 Rs. 100/-

Sold To: Kamlesh D Patel S/o Desaibhai Parshottambhai

For Whom: Self

Hyo Patel

BX 718579

S. M. RAVOOF

Licensed Stamp Vendor  
L. No: 06-17-021/2006  
R.L. No: 06-17-12 of 201  
D.No: 10-47, PORANKI  
Phone: 9848585869

### TRUST DEED

THIS INDENTURE OF TRUST is executed on 02<sup>nd</sup> day of May, 2017 by Shri Kamlesh Desaibhai Patel, aged 60 years, son of Shri Desaibhai Parshottambhai Patel residing at AF1 & AF2, Dwaraka, Ashram Avenue, Mugalivakkam, Chennai- 600 125 (hereinafter referred to as the **SETTLOR** which term wherever the context so requires or admits shall mean and include his successors, executors, administrators and assigns of ONE PART

### IN FAVOR OF

1. **Dr. Mohandas Hegde** (PAN: BADPM5421K) aged 52 years, Son of K Sheena Shetty, residing at No.9, Varsha, 5th Main, Airport Road, Before Hebbal Flyover, Airport Road, Near Baptist Hospital, Bangalore- 560 024, Karnataka.

SETTLOR

Kamlesh D. Patel

1. Meharwan

2. Sanjay Sehgal










3. Mekhapalli

4. Anshu

**Presentation Endorsement:**

Presented in the Office of the Joint Sub-Registrar, Patamata along with the Photographs & Thumb Impressions as required Under Section 32-A of Registration Act, 1908 and fee of Rs. 1000/- paid between the hours of \_\_\_\_\_ and \_\_\_\_\_ on the 25th day of MAY, 2017 by Sri Govind Lyengar *Govind*

Execution admitted by (Details of all Executants/Claimants under Sec 32A):

SNo-cd	Thumb Impression	Photo	Aadhar Photo	Address	Signature/Ink Thumb Impression
1-AR		 TUSHAR ARVIND PRADHAN [621-4-2017-110]	 NO IMAGE FOUND	TUSHAR ARVIND PRADHAN[R/H EARTFULNEES TRUST REP BY TUSHAR ARVIND PRADHAN . S/O: PRADHAN ARVIND GOVIND REPRESENT KING CIRCLE,K.A.SU BRAMANIAM ROAD,MUMBAI MUMBAI,MUMBAI AI	<i>Arvind</i>
2-AR		 KOTHAPALLI MADHU [621-4-2017-110]	 NO IMAGE FOUND	KOTHAPALLI MADHUSUDAN A RAO[R/H EARTFULNESS EDUCATION REP BY . S/O: NAGENDRA RAO REPRESENT SVN COLONY 1ST LINE,GUNTUR, GUNTUR,GUNTUR	<i>Kothapalli</i>
3-AR		 KOTHAPALLI MADHU [621-4-2017-110]	 NO IMAGE FOUND	KOTHAPALLI MADHUSUDAN A RAO[R/H EARTFULNESS EDUCATION TRUST REP BY SANJAY SEHGAL . OM PRAKASH SEHGAL REPRESENT SVN COLONY 1ST LINE,GUNTUR, GUNTUR,GUNTUR	<i>Kothapalli</i>

Bk - 4, GS No 110/2017 & Doct No 106/2017

JOINT SUBREGISTRAR121 Patamata



Generated On:25/05/2017 10:52:02 AM





ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

S.No. 2932 Dt: 11/01/2017 Rs. 100/-  
Sold To: Kamlesh D. Patel S/o Desai Bhairappa Shettar Ambhar Aalep  
For Whom: Self

8X 718580  
S. M. RAVOOF  
Licensed Stamp Vendor  
L. No: 06-17-021/2006  
R.L. No: 06-17-12 of 2016  
D.No:10-47, PORANKI  
Phone:9848585869

::2::

2. Shri Sanjay Sehgal (PAN:COMPS4689M) aged 50 years, son of Om Prakash Sehgal, residing at B-2, Asha Apartment, Jagrithi Enclave, Manapakkam, Chennai, 600 125- Tamil Nadu.
3. Shri Madhusudanrao Kothapalli (PAN:AQHPM0799D) aged 50 years, son of K.Nagendrarao, residing at B/6, SVN Colony, Guntur, Andhra Pradesh- 522 006.
4. Shri Tushar Pradhan (PAN:AAJPP5970D) aged 49, son of Shri Arvind Govind Pradhan, residing at Flat No. 801, Shree Yashraj Apartments, K.A. Subramaniam Road, King's Circle Mumbai- 400 019.

SETTLOR

Kamlesh D. Patel

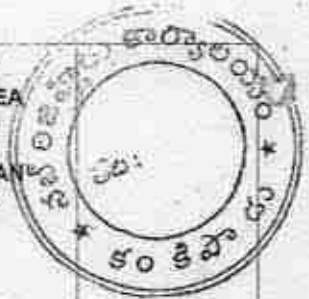
1. Mohandam
2. S. M. Ravoof
3. M. Kothapalli
4. Tushar



4-AR

MOHANDAS HEGDE  
[621-4-2017-110]NO IMAGE  
FOUNDMOHANDAS  
HEGDE[R]HEA  
RTFULNESS  
EDUCATION  
TRUSTMOHAN  
DAS HEGDE  
S/O: K  
SHEENA  
SHETTY

REPRESENT

NEAR  
BELLARY  
ROAD,5TH  
MAIN  
ROAD,BANGAL  
ORE NORTH,  
BANGALORE  
NORTH,BANGA  
LORE

5-AR

IYENGAR GOVIND R  
[621-4-2017-110]NO IMAGE  
FOUNDIYENGAR  
GOVIND  
RANGARAJAN[  
R]HEARTFULN  
ESS  
EDUCATION  
TRUST REP BY  
KAMLESH  
DESAIBHAI  
PATEL  
DESAIBHAI P  
PATEL

REPRESENT

MAGADI MAIN  
ROAD,BANGAL  
ORE NORTH,  
BANGALORE

Identified by Witness:

Sl No	Thumb Impression	Photo	Name & Address	Signature
1			AMIT.P GOTH S/O PANNALAL GOTH GURUNANANK COLONY VIJAYAWADA	
		AMIT.P GOTH::25/0 [621-4-2017-110]		
2			M SATEESH S/O ANKAMMA CHOWDARY APPAPURAM KAKUMANU GLINTUR DIST	
		M SATEESH::25/05/2 [621-4-2017-110]		





ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

S.No. 2933 Dt: 1/5/2017 Rs. 100/-

Sold To: Kamlesh D. Patel S/o Debaibhai Parshottambhai Patel  
Hyd

For Whom: Self

BX 718581

S. M. RAVOOF

Licensed Stamp Vendor

L. No: 06-12 of 2006

R.L. No: 06-17-12 of 2005

D.No: 10-47, PORANKI

Phone: 9848585869

::3::

(hereinafter referred to as 'THE TRUSTEES' which expression wherever the context so requires or admits shall mean and include their successors, executors, administrators and assigns of the SECOND PART.)

WHEREAS THE SETTLOR above named is desirous of creating a Public Charitable Trust for the purposes of promoting education in all its spheres, and inter alia to achieve such purposes to establish and operate schools, colleges and/ or other educational institutions across the country so as to help in building a better educated society and for that purpose creating an Educational Public Charitable Trust with its benefits available to general public irrespective of caste, creed etc.

SETTLOR

Kamlesh D. Patel

1. Mohandas
2. Sibi
3. Mekothapalli
4. Indran

25th day of May, 2017

Signature of JOINT SUBREGISTRAR121  
Patamata



Endorsement:							
Desc	In the Form of						
	Online	Stamp Papers	Challan u/s 41 of IS Act	Cash	Stamp Duty u/s 16 of IS act	DD/BC/ Pay Order	Total
SD	0	900	3000	0	0	0	3900
TD	0	NA	0	0		0	0
RF	0	NA	1000	0		0	1000
UC	0	NA	300	0		0	300
TOT	0	900	4300	0		0	5200

NOTE: TD: Transfer Duty, SD: Stamp Duty, RF: Registration Fee, UC: User Charges, TOT: Total, Desc: Description  
Rs. 3000/- towards Stamp Duty including T.D under Section 41 of I.S. Act, 1899 and Rs. 1000/- towards Registration Fees on the chargeable value of Rs. 100001/- was paid by the party through Challan/BC/Pay Order No. 48 dated, 24-MAY-17.

Date: 25th day of May, 2017

Signature of Registering Officer  
Patamata

Bk - 4, CS No 110/2017 & Doct No  
106/2017 Sheet 3 of 29 JOINT SUBREGISTRAR121  
Patamata

### Certificate of Registration

Registered as Document No. 106.

of 2017 of Book-11 and assigned the

identification Number 621-11-106/2017

for Scanning on 25.05.2017

Registering Officer  
PATAMATA  
(K RAMA RAO)



Generated On: 25/05/2017 10:52:02 AM







ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

BX 718582

S.No. 2934 Dt: 11/01/20 Rs. 100/-

Sold To: Kamlesh Patel & Suresh Chandra Patel & Suresh Chandra Patel & Suresh Chandra Patel Hyd

For Whom: self

S. M. RAVOOF  
Licensed Stamp Vendor  
L. No: 08-17-021/2006  
R.L. No: 06-17-12 of 2015  
D.No:10-47, PORANKI  
Phone:9848585869

::4::

WHEREAS THE SETTLOR above named for the purpose of implementing this desire has decided to make the first endowment to form the nucleus of the Trust and has handed over the endowment of Rs.1,00,001/- (Rupees One Lac and One Only) as a Trust Fund to the TRUSTEES herein to be held by them for and behalf of the Trust with a view to give effect to his desire of creating and establishing a Trust known as 'HEARTFULNESS EDUCATION TRUST' for the fulfilment of the objects of the Trust, subject to the terms and conditions more particularly set out hereunder.

WHEREAS THE SETTLOR also desires to augment the financial resources of the Trust by garnering voluntary donations from individuals, institutions, organizations of charitable

SETTLOR

Kamlesh D. Patel

1. Mohan Das
2. Suresh Chandra Patel
3. Mekothapalli
4. Suresh Chandra Patel



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

S.No. 2935 Dt: 1/5/2017 Rs. 100/-

Sold To: Kamlesh Patel S/o Debashis Palshottam Ghoshal Hyderabad

For Whom: self

BX 718583  
S. M. RAVOOF  
Licensed Stamp Vendor  
L. No: 06-17-021/2006  
R.L. No: 06-17-12 of 2016  
D.No:10-47, PORANKI  
Phone:9848585869

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dispositions or under any scheme of the government or grants under the Corporate Social Responsibility projects of any Organization.

AND WHEREAS THE TRUSTEES named herein are willing to accept the office of the TRUSTEES for the purpose of carrying out the wishes (i.e. of establishing Educational institutions all over the India amongst others) of the SETTLOR of the Trust under the provisions and directions set forth herein, so as to enable to pursue its vowed objects.

**THIS INDENTURE WITNESSETH AS FOLLOWS:**

1. The SETTLOR above named hereby establishes a Public Charitable Trust by the name of "Heartfulness Education Trust" for the purpose and upon the conditions set forth hereunder.

SETTLOR

Kamlesh D. Patel

1. Mahendran
2. Sagar
3. Mekothapalli
4. Sridhar





ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

BX 718586

S.No. 2938 Dt: 11/5/2017 Rs. 100/-

Sold To: Kamlesh Patel S/o Deba Shankar Parthottam Chaitanya Patel Hyderabad

For Whom: Self

S. M. RAVOOF

Licensed Stamp Vendor

L. No: 06-17-021/2005

R.L. No: 06-17-12 of 2016

D.No: 10-47, PORANKI

Phone: 9848585869

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2. The Trust shall be deemed to have commenced operations from the date of execution of this Trust deed and shall be a registered Trust. The operations of the Trust shall be confined to the Territory of India.
3. The TRUSTEES named above shall be the First TRUSTEES and have given their consent to be appointed as the TRUSTEES and abide by the terms and conditions of this Trust Deed.
4. The SETTLOR hereby irrevocably conveys, transfers, assigns and divests himself of the above referred sum of Rs.1,00,001/- (Rupees One Lac and One Only) in favour of and as Corpus Fund of the TRUST, the receipt of which, the TRUSTEES do hereby admit and acknowledge.

SETTLOR

Kamlesh D. Patel

1. Mohan Das

2. Sagar

3. Mekothapalli

4. Sridhar



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

BX 718585

S.No. 297 Dt. 15/20/17 Rs. 100/-

Sold To: Kamlesh Patel 8/0 Dehishai padhottam bhair Patel  
Hyderabad

For Whom: Self

S. M. RAVOOF  
Licensed Stamp Vendor  
L. No: 06-17-021/2006  
R.L. No: 06-17-12 of 2016  
D.No: 10-47, PORANKI  
Phone: 9848585869

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5. The funds and properties of the Trust shall constitute a sum of Rs. 1,00,001/- (Rupees One Lac and One Only) contributed above as Corpus Fund and all other monies, properties and other assets received or conveyed to the Trust as donations, contributions, gifts, etc. from within or outside India including foreign contributions received to achieve its objects and incomes, additions, accretions and augmentations derived thereto from time to time.
6. The TRUSTEES hereby admit and acknowledge, to have and to hold the same in Trust as corpus of the Trust, to be used by the TRUSTEES to carry out and fulfill the objects of the Trust set forth herein, and the SETTLOR of the Trust hereby relinquishes for all time any claim to or interest in the said fund forming the subject matter of the Trust.

SETTLOR

Kamlesh D. Patel

1. Mohan
2. Subbarao
3. M. Kothapalli
4. Sridhar



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

BX 718584

S.No. 2936 Dt: 1/6/2017 Rs: 100/-

Sold To: Kamlesh Patel s/o Debasish Patrahotharai Patel Hyderabad

For Whom: Self

S. M. RAVOOF

Licensed Stamp Vendor

L. No: 06-17-021/2006

R.L. No: 06-17-12 of 2016

D.No:10-47, PORANKI

Phone-9948505899

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7. The office of the Trust for the time being shall be at 40-15-9/12, Nandamuri Road, Venkateswarapuram Post Office, Vijayawada, 520010- Andhra Pradesh, with the power given to the TRUSTEES to shift the same to any other place in India and/or have additional offices / branches at various places upon the decision of the Board of TRUSTEES.
8. The TRUSTEES do hereby agree that they shall hold in Trust all Trust assets, voluntary donations, contributions, properties, income, and funds (which expression shall include all investments in cash or kind or in any nature whatsoever into and for which, the said assets, property, donations or contributions or funds or a part or parts thereof may from time to time be converted, varied or exchanged) from time to time in relation to these presents together

SETTLOR

Kamlesh D. Patra

1. Mohideen
2. Subbarao
3. Mekothapalli
4. Sridhar





ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

RX 718587

S.No. 299 Dt. 15/12/2017 Rs. 100/-

Sold To: Kamlesh D. Patel S/o Desai Bhai Patil Motu Bhai Patel

For Whom: Self

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Licensed Stamp Vendor  
L. No: 06-17-021/2008  
R.L. No: 06-17-12 of 2016  
D.No:10-47, PORANKI  
Phone:9848585869

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with all income, profits, additions and accretions thereof, upon Trust for the objects set out herein with and subject to the provisions and conditions hereinafter contained in these presents.

**OBJECTS:**

The objects of the Trust are:

1. To establish, develop, construct, acquire, fund, maintain, operate/or run schools, colleges, and/or other educational institutions for primary, secondary and higher education for the benefit of the public in general.
2. To promote, spread and impart all aspects of education and operate collaborative programmes with the Government, Private or Public institutions in the field of education.

SETTLOR

Kamlesh D. Patel

1. Mohan
2. Subbarao
3. Mekothapalli
4. Mohan

3. To provide grants, scholarships, fellowships, awards, prizes, and other forms of financial assistance to the needy and deserving students for pursuing education, vocational training, skill development etc.
4. To grant financial assistance to any educational institution for granting scholarships, prizes, medals, awards for excellence in studies, sports and scientific research or research in spiritual areas, distribution of books for poor and or deserving students.
5. To provide necessary facilities or to contribute to educational, scientific research development in any place within India as the Trust deems fit and when deemed fit establish and maintain study centres, libraries, conduct seminars, conferences, collaborate with any organization or institute in conducting education or research.
6. To carry out any of the activities with the intention of service but not of any profit making.
7. To print, publish, purchase, sell, circulate, distribute or exhibit either free or for a price - books, periodicals, journals, booklets, bulletins, calendars, message-cards, other literature, films, documentaries, records, paintings and photographs or other merchandise which will assist or promote the objects of the Trust.
8. To arrange and organize lectures, debates, discussions, study tours, conferences, etc., for the advancement of the objects of the Trust.
9. To organize and run residential educational programme and provide accommodation and lodging facilities in its educational institutions.
10. To establish training centres, research centres in any field of education, provide Continued Medical Education (CME) to medical professionals/ doctors based on Heartfulness, Spiritual

SETTLOR

*Kamlesh D. Patel*

1. *Mohandas*
2. *Singh*
3. *M. K. Kothapalli*
4. *S. R. R. R.*

or any alternate methodology and/ or set up institutes and allied educational institutions, set up medical colleges/ institutions, obtain recognitions from any University/ Accreditation agency, conduct workshops, impart spiritual education, industrial or vocational training, organize cultural programmes, engage in spiritual, vedic or holistic education for development of students.

11. To operate or run under affiliation, accreditations, recognitions or collaborations, schools, colleges or other educational institutions and to apply for and procure permissions, licenses, consents, or grants in any form etc., as may be required to run educational institutions.
12. Raise funds through donations, grants and contributions to support all the above activities.
13. Create assets and other facilities to accommodate any of the above activities.
14. To carry out all or any of the above objects and implement any other activity incidental or necessary in attainment of any of the above objects directly or in collaboration with others.
15. Each of the above objects are independent of one another. If any of the object or activity undertaken does not fall under the purview of charitable activity or nature, the Trust shall be considered operative with respect to other objects which are charitable in nature.
16. The Trust may charge fee or any other monetary consideration for provision of any educational or other services mentioned above for the purpose of generating income to fund the objectives of the Trust, as long as such income is not generated with the objective of making profit and is used only for fulfilling the objectives of the Trust.

## II. BENEFICIARIES OF THE TRUST:

1. The Trust is established for the benefit for the humanity at large and to all the class of people without any discrimination of caste, religion, creed or gender etc.

SETTLOR

*Kamuk J. Patil*

1. *Meharaj*
2. *Pragat*
3. *Mukthapalli*
4. *Mahesh*



2. The activities of the Trust shall be confined to the territory of India and would be purely charitable nature not motivated for making profit.

III. PROPERTIES:

The Trust properties shall consist of:

1. The amount of Rs. 1,00,001/- transferred by the SETTLOR as mentioned above, towards the Corpus Fund of the Trust.
2. All donations, contributions, gifts, legacies, fees, foreign contributions, grants, etc. received from any source and any other income including but not limited to contributions from corporates under its corporate social responsibility program, received in cash or kind and accepted by the TRUSTEES upon Trust.
3. Any cash or kind, properties, movable and immovable, intangible that may be acquired by purchase or otherwise or all manner of rights, title or interest in or over any property movable immovable or intangible.
4. All investments made from current source of funds, bank balances and deposits from time to time and additions and accretions to the Trust properties and the income there from.
5. The properties of the Trust shall be utilized for the objects set forth herein above and subject to the provisions and conditions herein mentioned.

SETTLOR

*Kamlesh D. Patel*

1. *Mahidam*

2. *Subhojit*

3. *Mekothapalli*

4. *Indran*

**IV. BOARD OF TRUSTEES, THEIR TERM AND POWER TO CO-OPT:**

1. The Trust will be managed by a Board of TRUSTEES consisting of not less than 3 TRUSTEES and not more than 15 TRUSTEES.
2. The parties of the Second Part shall be the First TRUSTEES and they shall automatically form the Board of TRUSTEES.
3. The Managing TRUSTEE shall act as the chairman of the meeting of the Board.
4. The Board may meet as mentioned in para VII herein. All decisions of the Board shall be by simple majority unless otherwise provided in this Trust Deed.
5. The TRUSTEES appointed shall hold office for a period of three years (unless he/ she retires or is removed) and are eligible for reappointment. Out of the total number of TRUSTEES, the number nearest one third of their total strength shall retire from office after completion of the term. The TRUSTEE who have been longest in office since their appointment shall be due to retire but as between persons who became TRUSTEES on the same date, those to retire shall be determined by the Board of TRUSTEES.
6. Any TRUSTEE may if he/she do desires, resign his / her Trusteeship even before the expiry of term of Trusteeship and the resignation would be effective only from the date of acceptance of such resignation by the Board of TRUSTEES or 2 calendar months from the date of notice, whichever is earlier.
7. The office of a TRUSTEE will automatically become vacant on the occurring of any of the following events:

SETTLOR

*Kamesh D. Patil*

1. *Mehar Das*
2. *Subodh*
3. *Mekothapalli*
4. *Subodh*

- (a) Death of TRUSTEE (b) bankruptcy of the TRUSTEE (c) conviction of the TRUSTEE for a criminal offence under the Indian penal code, and (d) If he/ she fails to attend four consecutive meetings of the Board of TRUSTEES.

V. TERM OF OFFICE OF TRUSTEES:

1. The term of office of each TRUSTEE shall be for three years and each TRUSTEE shall be eligible for reappointment.
2. The Board of TRUSTEES shall have the power to increase the total number of TRUSTEES upto the maximum number stated above and fix their term as per provisions contained herein.
3. The SETTLOR shall nominate the first Managing TRUSTEE. The first Managing TRUSTEE shall be Shri Madhusudanrao Kothapalli who shall hold office during his initial term and any extension thereof. The Board of TRUSTEES may appoint any other Trustee as Managing Trustee in replacement of the existing Managing Trustee.
4. Any TRUSTEE, including the Managing TRUSTEE may retire from the Trusteeship hereof by giving two calendar months' notice in writing of his or her intention to do so to the Board of TRUSTEES and after the expiry of the period of notice. The TRUSTEE giving the notice shall ipso facto cease to be a TRUSTEE of these presents. The Board of TRUSTEES may at their discretion request any of the TRUSTEES to relinquish his/ her office and appoint any other person as replacement so as to meet the objectives of the Trust in a more effective manner.
5. Any vacancy in the Board of TRUSTEES caused by death or resignation or otherwise of any one of the TRUSTEES, may be filled up by co-option by the Board of TRUSTEES.

SETTLOR

*Kamtek S. Patil*

1. *M. Kothapalli*
2. *F. J. J.*
3. *M. Kothapalli*
4. *M. Kothapalli*



The proceedings of the Board of TRUSTEES shall not in any way be invalidated due to any post or posts remaining vacant. During the time when a vacancy is yet to be filled up, the remaining TRUSTEES shall act as "Full Board", subject to the presence of Quorum in the meetings. No act of the TRUSTEES shall be invalidated by reason of any vacancy in the Board of TRUSTEES or any irregularity in the proceedings of the Board of TRUSTEES or any committee thereof.

VI. TRUST ADMINISTRATION AND POWER TO THE BOARD:

A. The Board of TRUSTEES shall have powers to:

1. To administer the Trust, its properties and affairs and do all the things which will fulfill the performance of the objects for which the Trust is established and for this purpose the Board can apply the whole or any part of the Trust property towards the payment of the expenses of the Trust.
2. To acquire, run, operate or manage any school/s, college/s, or any educational institution/s, training or research centre/s and apply the Trust funds towards furtherance of its objectives.
3. To augment the funds of the Trust and preserve the same for pursuance of its objects.
4. To ensure that the Trust funds, income and the properties of the Trust are solely utilized towards the charitable objects of the Trust and no portion of it is utilized for payment to the SETTLOR, or TRUSTEES or their relatives by way of salary, allowances, profit, interest, dividend etc.
5. To open one or more bank accounts in India and operate the same or provide for operation of the said accounts jointly by any two or more persons authorized by the Board of TRUSTEES.

SETTLOR

*Kamath S. Cal.*

1. *Mohan Das*
2. *Shree*
3. *menothapalli*
4. *Madhan*

6. To invest the Trust funds in accordance with the provisions of Section 11(5) or such other applicable provisions of the Income Tax Act, 1961 or amendments or modifications thereto from time to time or as may be authorized under any other applicable statute.
7. To buy, sell, mortgage, grant, lease, hire or otherwise alienate all or any of the moveable or immovable or intellectual properties of the Trust in its discretion for adequate consideration. To acquire on lease or leave & license basis any assets, operations or licenses to achieve its objects.
8. To authorize in writing or execute power/s of attorney to any person/s for the purpose of executing, administering or managing whole or any part of the Trust for the purposes of all or some among the objects of the Trust or for acquisition or disposal of properties of the Trust, for legal matters or for any other administration or operational matters of the Trust.
9. To borrow money with or without security and to repay the same.
10. To receive, collect and enforce recovery of all monies due or payable to the Trust and grant receipts and discharges therefore.
11. To settle, compromise or compound any disputes or refer the same to arbitration or litigation.
12. To apply for and obtain applicable licenses, permits, certificates for operating educational institutions, registrations under the Income Tax Act, 1961, Foreign Contribution Regulation Act, Intellectual Property law and/ or such other statutory registrations and receive voluntary contributions, donations, gifts or grants in cash or kind or in any other manner from any person, organization, association, corporation, body corporate, society, Government, Trust or NGO from India or outside, after complying with the statutory formalities and to hold the same upon Trust for the objects set forth herein.

SETTLOR

Kamath & Co.

1. 
2. 
3. Mekothapalli
4. 

13. To appoint, suspend, dismiss or otherwise deal with the staff required for the administration of the Trust, to frame rules relating to their salaries and other benefits and generally to exercise all powers ancillary and incidental to effectively carry out the objects of the Trust.
14. The Board shall have power to make and rescind rules and regulations for the management and administration of the Trust and shall perform all general functions as are required to be performed.
15. To apply or spend whole or part of the Trust Funds or Property in or towards payment of expense of the Trust or towards any purposes of the Trust including but not limited making payments for the following expenses namely:-
  - (a) All rates, taxes, cess, assessments, dues, fees, charges and duties if any payable to the government, municipal or other public bodies in respect thereof or any part thereof.
  - (b) Premium for insurance of the buildings or any other insurance of property movable or immovable for the time being forming part of the Trust Property or premises of individual insurers.
  - (c) Costs of ordinary repairs and for providing any amenities to the buildings for the time being forming part of the Trust Property.
  - (d) Cost of making such additions/ alteration or improvements to or in the buildings forming part of the Trust Property, as the TRUSTEES shall think fit.
  - (e) Wages and salaries of any manager, supervisor, accountant, clerk, servant or other employees employed by the TRUSTEES in the carrying out of this Trust.
  - (f) Cost and expenses of keeping the Trust Property in good condition, travelling/ conveyance expenses, payment of salaries, wages, bonus etc. costs towards conference, seminars and other administrative costs.
  - (g) Cost and expenses for installing and renovating the electrical and other installations in the building for the time being forming part of the Trust Property.

SETTLOR

*Harish Ch.*

1. *M. S. D.*
2. *S. S.*
3. *meethapalli*
4. *S. S.*



- (h) Architect's fee, legal costs, consultancy charges and any other fees payable to any professional/ firm engaged in course of administration of the Trust.
  - (i) All other costs, charges and expenses of and incidental to the management and administration of the Trust, costs towards achieving its objectives in accordance with the objects and purposes hereof or which may be incidental thereto.
- 
- 16. The TRUSTEES shall have no power to lend monies of the Trust for interest or without interest to the TRUSTEES/SETTLOR or their relatives. However this clause does not prohibit investments in approved securities or bank deposits or as investments as authorised under the Indian Trust Act, 1882 or under the Income Tax Act, 1961 or any other statute.
  - 17. No TRUSTEE shall commit any act or breach of Trust of the Trust fund or property or cause any loss to the Trust property or commit fraud in the administration of the Trust fund / property.
  - 18. The TRUSTEES shall hold honorary office and shall not be entitled to any Salary, allowances or perquisites, except for the reimbursement of actual expenses incurred in connection with attending to the Trust matters.
  - 19. No TRUSTEE can assign his/her office to a Co-TRUSTEE or any other person. The Board of TRUSTEES may issue written authorization to represent the Trust for any lawful purposes including signing of documents and/or grant a power of attorney (whether registered or not) for any judicial, administrative, legal, tax or statutory matters.
  - 20. The Board shall have power to prosecute and defend all suits and other legal proceedings.
  - 21. The Board shall have power to enter into all contracts on behalf of the Trust, amend and rescind the same.
  - 22. The Board shall have power to construct new buildings or structures or rebuild, improve, enlarge or add to all or any one or more buildings or structures forming part of the Trust property.

SETTLOR

*Kamath S. Prabhu*

- 1. *Mohan Day*
- 2. *S. S. S.*
- 3. *mekothapalli*
- 4. *S. S. S.*

23. Not more than 5% of the income of the Trust would be applied for any religious purposes or given to religious institutions during any year.
24. The TRUSTEES shall select from among themselves a Secretary. No TRUSTEE including the Managing TRUSTEE shall hold more than one post at the same time in this TRUST. The persons holding the office of Secretary shall be under the administrative guidance and supervision of the Board of TRUSTEES and will report through the Managing TRUSTEE.
25. The Trust may form an Executive Body (EB), with members from outside the TRUSTEES, for a period of three year from their date of formation of the Trust and they may be re-elected for further terms. The purpose of the EB will have a role to manage, run and administer one or more Schools, colleges, educational institutions or research centres established by the Trust.
  - a. Executive Body (EB):-The EB is charged with managing the Schools, colleges, educational institutions or research centres of the Trust. The EB can decide the operating procedure and rules and regulation for itself and they can set target for themselves and distribute the responsibilities among themselves to carry out the work of the Trust subject to supervision of the Trust and provision of regular information in writing to the Trust.
  - b. Membership of EB:- Every person who is willing to be engaged in or who may help in furtherance of or contribute to attaining the aims/objects of the Trust may be invited by the Board of TRUSTEES to become a member of EB. EB members are selected for their commitment as well as the skills they can bring to the tasks of the EB.

SETTLOR

*Kamath J. Patil*

1. *Mohanram*
2. *Shree*
3. *Murthapalli*
4. *Murthan*

26. The Board of TRUSTEES may appoint sub-committee(s) for specific tasks, with co-opted members. Such Committee may keep its own financial records within existing framework and must report regularly to the Managing TRUSTEE.
27. The SETTLOR, if considered necessary, may from time to time advise the Board of TRUSTEES on all managerial, operational and strategic matters of the Trust which shall be implemented by the TRUSTEES. The Board of Trustees or the Managing Trustee or the Secretary may from time to time seek advice from the SETTLOR and follow his instructions towards furtherance of the objects of the Trust and the same shall be implemented in so far as such instructions inter alia promotes attainment of the objects of the Trust in conformity with the provisions any applicable Statute.
28. The Board of TRUSTEES are empowered to appoint additional TRUSTEES on such terms and conditions as they may deem fit and the term of office of existing Trustees may be extended if considered appropriate.
29. The Board of TRUSTEES may request any of the TRUSTEE to relinquish his/ her office and appoint any other person as replacement so as to meet the objectives of the Trust in a more effective manner.

**B. ROLES AND RESPONSIBILITIES AND POWERS:**

The Roles, Responsibilities and Powers of all these office bearers are defined below. In addition to these, the Board of TRUSTEE may grant additional roles, responsibilities and powers to any of the TRUSTEES as and when required.

SETTLOR

*Kamesh D. Patil*

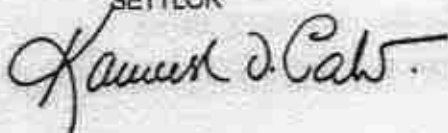
1. *Mehandam*
2. *Patil*
3. *Messothapalli*
4. *Mishra*

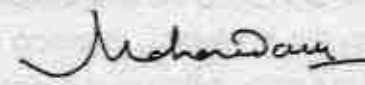




a) MANAGING TRUSTEE:

The Managing TRUSTEE shall carry out all day to day operations and conduct of management. He shall perform all functions and discharge such duties as specifically entrusted to him/ her in writing by the Board of TRUSTEES.

1. In addition to discharging normal duties of a TRUSTEE, the Managing TRUSTEE will be authorized to carry out all administrative functions, enter into correspondence, contracts, sign documents, applications, forms, bank documents, acknowledgements for the contributions received, and agreements with individuals, government institutions and other organizations on behalf of the Trust.
2. The Managing TRUSTEE is authorized to sign jointly along with any other TRUSTEE or authorised person of the Trust, bank cheques, bills of exchange, deposit/ investments, deposit release vouchers etc.
3. The Managing TRUSTEE along with the Board of TRUSTEES is / are responsible for ensuring that the Trust pursues its objects and for maintaining the dignity of the Trust and shall use his/her best endeavour to promote the activities of the Trust.
4. The Managing TRUSTEE may in consultation with the Board of TRUSTEES appoint necessary employees, consultants, advisors etc. on such terms and conditions as he / she deems fit and if a situation demands or is required, terminate their services. The Managing TRUSTEE may take advice from time to time from external Advisors for proper running and functioning of the Trust. The Managing TRUSTEE shall in consultation with the Board of Trustees appoint any experienced person having knowledge of finance & accounts to be in-charge of the Finance & Accounts function of the Trust. Such person heading the Finance & Accounts shall inter alia perform such functions as herein in para VI B (c) below.

SETTLOR  


1. 
2. 
3. meethappa li
4. 

In the absence of the Managing TRUSTEE, the Secretary is authorized perform all functions of the Managing TRUSTEE.

b) **SECRETARY:**

1. The Secretary shall maintain the records of the organization prepare and circulate agenda and minutes of Board of TRUSTEES meeting.
2. The Secretary shall be also responsible for carrying out the day to day administration of the Trust and shall assist the Managing TRUSTEE in achieving the objects. He shall take all decisions and perform all duties in consultation with the Managing TRUSTEE.
3. The Secretary shall deal with correspondence received by the Trust, send replies in consultation with the Managing TRUSTEE, Vice President and/or the Treasurer where necessary. He/she is responsible for the safe custody of all the assets and records of the Trust.
4. In addition to the Managing TRUSTEE, the Secretary shall be authorised to represent the Trust in all administrative, operational and legal matters, sign necessary papers and documents related to legal matters, attend to courts or represent the Trust in Government offices.
5. In the event that the Managing TRUSTEE is not available in India or in his absence, the Secretary shall perform all the functions and have all the Powers of the Managing TRUSTEE to carry out all activities of the Trust.

b) **FINANCE HEAD:**

1. The Finance head shall inter alia be responsible to maintain the books of accounts and other financial statements, receive contributions, maintain receipts and payments documents,

SETTLOR

*Kamath D. Prabhu*

1. *Mehar Das*

2. *Subodh*

3. *Mekothapalli*

4. *M. R. Man*

vouchers etc., sign acknowledgements for amounts or articles received by the Trust, prepare and maintain periodical statements of income and expenditure, register of assets deal with Auditors, finalize the accounts/ financial statements/ balance sheet, prepare budget and place them before the Board of TRUSTEES for their approval and deal with all accounting, financial, banking and treasury related matters of the Trust.

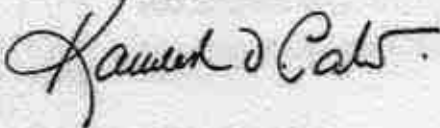
2. The Finance head may jointly with any other authorized person be authorized to sign cheques, make application for drawing demand drafts, pay orders or other negotiable instruments, issue money transfers and payment instructions, withdraw money from the banks upto the limits defined by the Board of TRUSTEES in their meetings. The Finance head Treasurer shall be responsible for safe custody of cash, bonds, securities, investments and other assets etc. of the Trust and shall perform such other functions as may be delegated by the Managing Trustee.


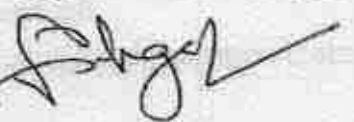
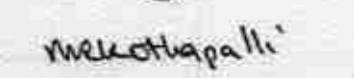
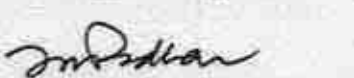
#### VII. MEETING OF THE BOARD OF TRUSTEES:

The Board of TRUSTEES shall meet at least once in every six months of each calendar year and may meet more often when required.

1. The meeting of Board of TRUSTEES shall be convened by the Managing TRUSTEE. In his absence, the Secretary shall convene such meetings.
2. One third of the total strength of Board of TRUSTEES or a minimum of two TRUSTEES, whichever is higher, shall constitute the QUORUM for the Board of TRUSTEES meetings.
3. All decisions shall be carried by the simple majority of the Board voting in favour but in the event of equality of votes, the Chairman presiding over the meeting shall have a casting vote.

SETTLOR



1. 
2. 
3. 
4. 



4. Any resolution in writing signed by all the TRUSTEES by circulation shall have equal force as though it has been passed at a meeting of the Board of TRUSTEES.
5. The meeting of the Board shall be convened after giving at least a week's notice unless all the TRUSTEES agree to accept a shorter notice.
6. The Board of TRUSTEES may invite other persons interested in the objects and functioning of the Trust to attend the meetings of the Board, but they shall not be entitled vote in the meetings of the Board.

**VIII. BANK ACCOUNT:**

Any two TRUSTEES or any two or more persons authorized by the Board of Trustees shall jointly operate Bank Accounts on behalf of the Trust. The Board of TRUSTEES may from time to time authorize any two of the TRUSTEES or any two or more responsible persons of the Trust, by a Resolution, to operate any of the bank accounts. One or more Bank Accounts may be opened in any Bank and or Banks in the name of the Trust anywhere in India to carry out the objectives of the Trust. Application forms or other documents for opening of the Bank Account or placing of funds in deposits or instruments shall be signed by any two persons authorized by the Board of Trustees.

**IX. INVESTMENT OF TRUST FUNDS:**

1. The Board of TRUSTEES shall have the power to invest the funds, assets and properties of the Trust at their discretion in accordance with the provisions Section 11(5) and/ or any other applicable provisions of the Income Tax Act, 1961 and/ or in accordance with the provisions contained in any other statute.

SETTLOR

*K. S. S. Patil*

1. *Mohideen*
2. *F. J. J.*
3. *meethapalli*
4. *M. S. S.*

2. The Board shall also determine from time to time, the amount it shall spend on the various activities of the Trust.

**X. ACCOUNTS AND AUDIT:**

1. The accounting year of the Trust shall be financial year commencing from 1st April of every year and closing on 31st March of succeeding year. If required, or for statutory reasons, the Board of Trustees may change the financial year.
2. The Board of TRUSTEES shall maintain true and correct accounts of the Trust.
3. 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 the course of the management of Trust properties or in relation to carrying out the objects and purposes of the Trust as well as of all the assets, liabilities, credits and effects of the Trust properties.
4. The accounts of the Trust shall be annually audited by a Chartered Accountant appointed by the Board of TRUSTEES and the audited statement of account shall be placed before the Board for its approval within three months of the close of the financial year.

**XI. AMENDMENTS:**

1. While this Trust shall be irrevocable, the Board of TRUSTEES may amend any of the clauses including those relating to objects of the Trust with the prior approval of the SETTLOR, at a duly convened meeting of the Board, and by a resolution passed by at least three-fourths majority of the Board of TRUSTEES. The amendments to the Trust Deed can only be passed by a resolution of the Board of TRUSTEES in an actual meeting and not by circulation.

SETTLOR

*Kamuk J. Patel*

1. *M. S. D. S.*
2. *S. S. S.*
3. *M. K. S. S.*
4. *M. S. S.*

2. If any alteration or amendment is necessary, the same shall be affected through supplementary deed/deeds with the previous approval of the Jurisdictional Income tax Authorities and such approved amendments shall be read together with the main Trust deed.

**XII. INDEMNITY:**

The Board of TRUSTEES shall be indemnified and held harmless against any, loss, expense (including attorney cost and other legal expenses), claims, damages, suits, actions, for any act done by them in good faith in the course of the administration of the Trust and all the properties of the Trust could be utilized for the purposes of such indemnification.

**XIII. RELATIVES OF THE SETTLOR AND THE TRUSTEES:**

Notwithstanding the powers vested with the TRUSTEES under the preceding clause, as per the provisions of the section 13(1)(c) of the Income Tax Act, 1961, no part of the income of the Trust shall be used or applied directly or indirectly for the benefit of:

1. SETTLOR, Managing TRUSTEE, TRUSTEES or any person who makes a substantial contribution to the Trust or of any relative of the SETTLOR, Managing TRUSTEE, TRUSTEES or the person who makes a substantial contribution.
2. Any "related concern" in which any of the above persons has substantial interest.
3. For the purpose of this clause, the word "relative" and the phrases "related concern", "substantial interest" and "substantial contribution" shall have the meanings assigned to them in the Income Tax Act, 1961.

**XIV. APPLICATION OF INCOME TAX ACT:**

All clauses herein are intended to secure exemption from Income Tax on the income of contributions and donations to the Trust and any clause or portion of this Deed of Trust which is inconsistent with or repugnant to the sections of the Income Tax Act, 1961 as amended,

SETTLOR

*Kamath D. Pal.*

1. *Mehar Das*
2. *F. J. J. J.*
3. *M. K. K. K.*
4. *M. K. K. K.*



substituted or modified from time to time, shall be deemed to be deleted or modified with effect from the date on which the sections to which the clause or part of a clause is repugnant or inconsistent comes into force.

**XV. THIS TRUST IS DECLARED IRREVOCABLE.**

**XVI. AMALGAMATION.**

The Trust can be amalgamated only with another Trust or Society having similar objects and registered under section 12A/ 12AA of the Income Tax Act, 1961 and having valid 80G recognition.

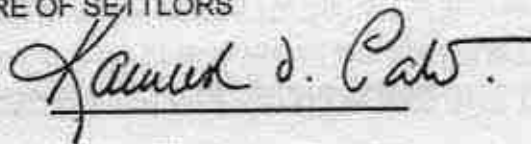
**XVII. DISSOLUTION:**

In the event of dissolution of the Trust, the entire Trust funds shall be realized and first be used for payment of all acknowledged liabilities of the Trust. The net assets thereafter left if any, shall be disbursed to other charitable institutions having similar objectives and registered under section 12A/ 12AA and enjoying exemptions u/s 80G of the Income tax Act and in no event it shall be distributed in any manner, to any of the Board of TRUSTEES or their relatives or related concerns or to the SETTLOR.

IN WITNESS WHEREOF THE SETTLOR AND THE FIRST TRUSTEES here to have set their hands on the day, month, and year first above written.

**SIGNATURE OF SETTLORS**

Signature:



Name: KAMLESH D PATEL

Address: AF1 & AF2, Dwaraka, Ashram Avenue,  
Mugalivakkam, Chennai- 600 125

1. Mohan Day
2. S. S. S. S.
3. mekothapalli
4. S. S. S. S.

SIGNATURE OF FIRST TRUSTEES

1. Signature: Mohandas

Name: MOHANDAS HEGDE

Address: No.9, Varsha, 5th Main, Airport Road,  
Before Hebbal Flyover, Near Baptist Hospital,  
Bangalore- 560 024

2. Signature: Sanjay

Name: SANJAY SEHGAL

Address: B-2, Asha Apartment, Jagrithi Enclave,  
Manapakkam, Chennai, 600 125  
Tamil Nadu

3. Signature: Mekothapalli

Name: MADHUSUDHANRAO KOTHAPALLI

Address: B/6, SVN Colony, Guntur,  
Andhra Pradesh- 522 006

4. Signature: Tushar ::28::

Name: TUSHAR PRADHAN

Address: Flat No. 801, Shree Yashraj Apartments,  
K.A. Subramaniam Road, King's Circle,  
Mumbai- 400 019.

Witnesses:

1. Minto

2. Sakshi

Drafted by:

Mekothapalli

B-6, SVN COLONY

GUNTUR - 522006