



DEED OF PUPIL TREE FOUNDATION

This Indenture made at Bellary on this 1st day of October 2001 between

1. Prabhu Raj Jahagirdar Son of Lingaraj Bhupal aged about 31 years, Resident of Bellary.

(herein after referred to as the Settler (which expression whenever the context so permits shall mean and include his heirs, executors, administrator, and assignees) of the first part)

AND

1. **Prabhu Raj Jahagirdar** Son of Lingaraj Bhupal aged about 31 years
2. **Sucharita Sriram** W/O Prabhu Raj Jahagirdar, aged about 28 years
3. **Sudheer Sriram** aged about 26 years son of Sriram Sathyanaryana
4. **V J Vikram** Son of Venkat Mahipal aged about 26 years
5. **Veera Reddy** Son of Late S Linga Reddy aged about 32 years

All residents of Bellary herein after referred to as the trustees (which expression which expression whenever the context so permits are admits shall mean and include the survivors s or of them and other trustees are trustee for the time being of these presents and the executors or executor and administrators or administrator of the last survivor of them) of the second part.

Whereas the settler out of religious and charitable considerations there on to moving and more particularly a view to provide and supply all sought of benefits, help and necessities to the poor and needy people such as providing and supplying books, stationery, school fees, clothes, medicines and such other educational and medical aid, irrespective of the consideration of caste colour or creed and desirous of creation public charity trust in the name of 'Pupil Tree Foundation' the trustees have agreed to become the trustees of these presents and whereas the settlers have prior to execution of trust deed handover to the trustees a sum of rupees Rs. 10,000 (Ten Thousand only) for the purpose and objects here under mentioned and whereas the settler desired to record and declare the trusts objects and purpose on which the said sum of Rs. 10,000 (Ten Thousand only) and income thereof and other accretions there to shall be held and for which all investments from time may be made;

To time representing the funds of the trust shall be held and applied. And where as for the purpose of the stamp duty and trust fund is valued as Rs. 10,000/- (rupees Ten thousand only)

Prabhu Raj Jahagirdar
Sudheer Sriram
V J Vikram
Sucharita Sriram



Now this indenture witnesseth as follows:

1. For effecting the aforesaid purpose and in consideration of the promises and of the religious and charitable considerations thereon to moving the settler hereby declare that he assigned and hand over the said sum of Rs. 10,000/- to the trustees to have and to hold the same upto the trustees upon the trust and with the object of the provisions, directions and declarations herein after appearing and contained.
2. The trustees do hereby declare that they shall hold and stand possessed of the sum of Rs.10,000/- and the investment for the time being representing the same and all the property movable and immovable and any other monies which may under the trust and provisions of these presents be submitted or added in due execution of the trust and powers of these presents (all of which herein after in these presents designated as the trust fund) upon the trust for the use and subject to the powers, Directions and agreements herein after declared and contained of and concerning the same.
3. The name of the trust shall be PUPIL TREE FOUNDATION with its principle place at house no.4/5, Krishna Mahal , Ananthapur road , Patel Nagar , Bellary-583101 .
4. The object of the trust :
 - (a) To provide and supply all needed benefits, help and necessities to the poor and needy people such as providing and supplying Text books, Note books, Stationary, School fees and Clothes.
 - (b) To provide medical and other relief to the poor and needy people including mining and other laborers such as providing and supplying medicines, Family planning Literature, Hospital accommodations and ambulance service.
5. Subject to and without prejudice to the generality of the foregoing objects or purposes set out in clause 4 hereof it is declared that the trustees shall each year or from time to time apply whole or part of the income of the trust funds or any part or parts of the corpus of the trust in or towards any one or more of the following objects, (which according to law be charitable objects of public nature) to the exclusion of the other or others of them in such proportion and manner in all respects as the trustees may in there absolute discretion think proper and also use the trust properties for any such objects .
 - a) To establish, conduct acquire and maintain and/or support and to grant assistance from time to time schools, collages, vidyapiths, research centers and other institutions for imparting education

Handwritten signatures:
K. Srinivas
K. Srinivas
K. Srinivas

Handwritten signature:
K. Srinivas V.S



and training of students in such a lines and courses as the trustees may from time to time deem thereof to suitable be established.

- b) To establish and maintain hostels and/or boarding houses and to grant free boarding and lodging facilities to poor and deserving students studying in schools, collages and educational institutions and receiving education and training and upon such terms and for such period in each case the trustees may deem fit;
- c) To establish and support the professorships, fellowships, lectureships, scholarships and prizes at any schools, collages or other educational institutions.
- d) To permit and allow the use of the properties of the trust for conduct of schools, collages, vidyapiths and any other institutions imparting educational training to students by any society or institution.
- e) To provide text books, note books, stationary and to grant monitory assistance including scholarship and/or loans to students for educational expense whom the trustees may deem to be deserving upon such terms and for such period in each case as the trustees may deem fit.
- f) To develop healthy as well as creative attitude towards the development of mental, intellectual, physical and moral uplifts of the student and all those connected with schools, collages and such educational institutions be whatever name called as to make them good citizens.
- g) To establish and maintain and support dispensaries, with or without medical schools and nursing institutions or any of them for treatment of patients suffering from any disease and accident and in which they remain confined to bed or in which they may be advised or treated as outdoor patients.
- h) To develop moral and social upbringing of the members of the public by imparting instructions for the diffusion of the useful knowledge by founding and maintaining libraries and reading rooms, printing, publishing and editing periodicals, weeklies, daily newspapers for the benefit of the public and without profit motive and /or by founding and/or maintaining public schools and colleges or encourage scholarships and loan for the learning by grant of prizes, scholarships in cash or in kind.

PROVIDED always also that other object or objects, which do not fall under All or any of the heads specified in clause 4 and 5 above but which the opinion of the trusties otherwise an object of general public utility or in advancement of objects of aforesaid without involving the carrying on of an activity for profit shall also be deemed to be an object of the trust.

AND IT IS INTENDED AND DIRECTED that if any time hereinafter it is held that any of the objects and purposes according to such law, then in that case trustees shall apply and expend in public charitable object or purpose according to law, then in that case trustee shall apply and expend the said income and corpus

Handwritten signatures:
 Mrs. Anurita Sharma
 Malhotra

Handwritten signature:
 Gokulam V. J.



towards the execution and carrying out such of the objects or purposes of a public charitable nature as Trustees may think fit.

6. It shall be lawful for the trustees to frame rules and regulations for administration of the Trust Funds and of the public charity hereby establishing and for the regulation and conduct of meeting and proceeding of the trustees and from time to time alter, vary, modify or repeal such rules and regulations and to substitute other rules and regulations in lieu thereof as may be deemed fit.

7. The trustees may subject to the provisions of the income tax act 1961 or any statutory modifications or replacement thereof and in conformity with the provisions thereof accumulate, whole or part of the income until such accumulation is adequate to meet the expenditure of specific projects resolved by the trustees.

8. The Trustee shall invest the trust funds in accordance with the provisions contained in section 13 (1) (d) read with section 11 (5) of the Income Tax Act, 1961

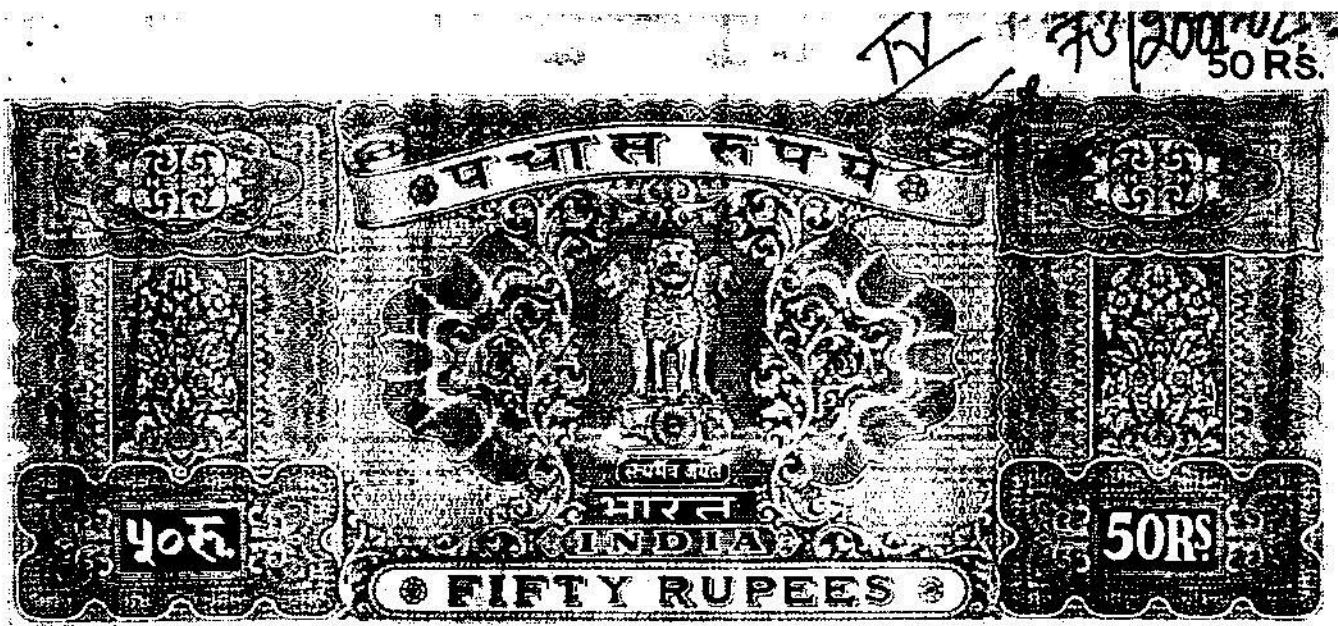
9. The Trustees for the time being of these presents may appoint one or more of the trustees from among them as the Managing Trustee or Trustees with all or such of the powers and authorities of the Trust as the Trustees may think fit from time to time withdraw any such powers and authorities.

10. From the accomplishments of the Trust of these presents and without prejudice to the generality of any powers, hereby or by law conferred or implied or rested in the trustees, the following powers and authorities are hereby expressly conferred on the Trustees;

- a) To grant lease for such period and such rent and upon such terms and conditions (including an option to the lessee to purchase) as they may think fit, to accept surrender of any lease and it is hereby declared that any premium or fine shall be treated as income or as capital or partly as income and partly as capital as the trustees may think fit.
- b) To permit any security or property further to the Trust hereof to maintain in the name of any managing Trustee or in the name of anyone or more of the trustees and they Trustee shall not be under any liability by reason of such security or property remaining in his name during such vesting but he shall use the said property as may be decided by the Trustees.
- c) To permit investments to stand so long as the trustees so desire in the name of exclusively of any managing trustee or trustees or other trustees or trustees and to provide which trustee shall in case of joint investment be named as being the first.

Charita Swam
Indra

Wadhwa
Swam V.J



d) To open bank account or accounts of the trust in scheduled bank or banks that may be decided by the trustees from time to time and to close such accounts or to open new ones in a bank or banks and to permit any one of the trustees to operate on such banking account and without any liability on the other trustees to examine the said accounts or to be in any way responsible for acts, deeds or defaults of such trustees in connection with such accounts.

e) To purchase, sell, exchange, surrender, give up, mortgage, charge, pledge, demise or dispose of any immovable or movable property for the time being subject to any of the trustees of these presents and for that purpose to enter necessary agreements or pass writings and pay or receive the earnest moneys and upon completion of such purchases or sale to pay or receive the consideration money and/or to receive moneys for equity of exchange in relation to any immovable property and deed or conveyance, assignment or transfer or exchange, mortgage, charge, or lease to surrender shall, if executed by any trustees in whose name or names the same may stand or by majority of the trustee for the time being as being valid and effectual as the same and been executed by all the trustees for the time being.

AND IT IS HEREBY FURTHER DECLARED that any such sale as foresaid may be made either by public action or private contract and that the trustees may make any stipulations to the title or evidence or commencement of the title or otherwise in conditions of sale or contract for sale or exchange of the said premises or any part thereof and may rescind or vary any contract for sale or exchange of the said premises or any part thereof and may rescind or vary any contract for sale or exchange without being responsible for any loss occasioned thereby AND IT IS HEREBY DECLARED that the trustees shall receive all money which may become payable upon any such sale or exchange as aforesaid and with all convenient speed invest the same either in purchase or other convenient properties either freehold or lease hold or otherwise.

f) To hire to take on lease any immovable or movable property for all or any of the purposes of the said trust at such rent and on such terms and conditions and for periods with or without option for renewal as the trustees may think it.

g) To appoint and dismiss, reappoint, employ servants, clerks, caretakers, munims and others on such salary and on such terms and remunerations as the trustees may think fit.

h) To delegate by power of attorney or otherwise to any trustee or trustees or other persons whatsoever any powers implied by law or conferred by statute or vested in trustees by these presents

Handwritten signatures:
 1. *[Signature]*
 2. *[Signature]*
 3. *[Signature]*

Handwritten signature:
 4. *[Signature]*
 5. *[Signature]*



but the trustees shall not be liable or responsible for the acts or defaults of any such person or persons but only for their own respective acts and defaults.

i) To accept donations of money and/or any property movable or immovable including shares of any private or public limited companies, provided it is held as required under section 13(1)(d) read with section 11(5) of the Income Tax Act 1961, on such terms and conditions as the trustees may deem fit and consistent with these presents on which the trusts hereby established and in particular to agree and give to the donor or to the person nominated or designated in such agreement has the right to appoint, remove and reappoint at all times a trustee of this trust and/or to agree to associate the name of the donor or any person nominated by the donor to any institution run or supported by the trust.

j) To appoint any person or persons to fill any vacancy or vacancies of the office of the trustee of these presents or as any additional trustee or trustees provided that the number of trustees shall not exceed seven.

k) To decide questions arising in the administration of trust hereof including all questions relating to the interpretation of these presents or otherwise concerning or touching these presents or any clause or thing herein contained or touching these presents or any clause or thing herein contained or touching or concerning anything or matter relating to or connected with or arising out of these presents or the operation thereof and the decisions expressed by the majority of the trustees on all or any of the matters aforesaid shall be final provided that, in case of tie, the Managing Trustee shall have the right to cast an additional vote.

l) Instead of themselves spending any such sum for any purpose authorized by these presents or by law or statute the Trustees may pay any sum for the purpose of such expenditure to the treasurer or secretary or other official of any institution without being bound to look after the application thereof and the receipt of such Treasurer, secretary official shall be complete discharge to the trustees for such payments and from seeing to the application thereof.

m) The trustee may in relation to these presents act on the information or advise of the solicitor, broker, auctioneer, accountant, or any other expert and the trustee shall not be responsible for any loss occasioned by acting on such information or advise.

Handwritten signatures:
Sachin K. ...
Indra ...

Handwritten signatures:
Udally
Sukram ...

50 Rs.



n) The Trustee shall be at liberty to place these presents and all deeds and other documents relating to any properties of the Trust with any banker or banking company or any company whose business includes undertaking the same custody or documents or solicitor or firm of solicitors.

o) The Trustee may in the conduct of the Trust instead of acting personally employ and pay to the agent, whether being a solicitor or any other person to transact or occur in transacting any business and to do or concur in doing all acts required to be done by the Trustees including the receipt or payment of money and any trustee being a solicitor, valuer, architect, surveyor, broker, auctioneer, account or other person engaged in any profession or business shall be entitled to charge and be paid all the usual professional or other charges for business transacted and acts done by him/her or his/her in connection with trust hereof and also is reasonable charge in addition to the disbursement for all time spent by him or his firm in connection with the matters arising in connection with these presents including matters which might or should have been attended to in person by a trustee not being engaged in any profession or business.

p) So however, the expenditure to be so reimbursed shall be bare minimum necessary for the administration of the Trust, in furthering its objects and the trustees shall not derive any benefit or profit there from

q) The Trustees shall keep or cause to be kept proper and regular books of accounts of their management and administration of the trust funds including the receipt and the expenditure there of which shall be closed and adjusted on 31st day of March every year and shall within reasonable time from the close of every financial year submit such accounts to such authorities as may be prescribed by Law. The Trustee shall get the accounts audited every year from a Chartered account.

r) To subscribe, contribute or donate to any public funds or institutions established for the promotion of public charitable objects.

s) To accept donations, grants, presents and other offerings and to utilize the said funds and for carrying out the objects of the trust.

t) To rise or borrow loans with or without interest in such form and in such manner as the Trustee may deem fit for meeting financial requirements in constructing building or buildings for schools, colleges etc. Or for carrying out any other objects of the Trust.

Handwritten signatures:
 L. S. Srinivasan
 S. Srinivasan
 S. Srinivasan

Handwritten signature:
 Srinivasan



11.

- (a) The Trustees may together for the disposal of the business, adjourn and otherwise regulate the meeting proceedings as they may think fit.
- (b) A Resolution may be passé without any meetings of the Trustees and evidenced by writing under the hand of the majority of the Trustees held in accordance with the provisions of these presents.
- (c) All questions arising in the administration of Trust and all questions relating to the Interpretations of these presents Or to the exercise or Non exercise of any of the powers and authority of the Trustees whether confirmed by these presents or vested in time by law or otherwise concerning or touching these presents or anything herein contained and all other matters shall be decided according to the wishes of the majority of the Trustees subjected to the casting votes as herein before mentioned.
- (d) The Quorum of the meetings of the Trustees shall be one third of the Trustees for the time being.

12. The Receipt of the said Trustees or Trustee or the managing Trustee o any monies paid or any stocks, funds, or securities or other properties transferred to them or for the purchase money paid to him/her shall effectively discharged the person or persons paying or transferring the same there from

13. If the Trustees hereby constituted or any of them of the trustee appointed as here in after provided shall die or desire to be discharged or refuse or become incapable to act or is adjudicated insolvent or convicted of a criminal offence involving moral turpitude and punished with imprisonment exceeding six months or be absent from India for a period of 36 months or more without obtaining leave of the other Trustees or Trustee in writing or absconding for a period of Three months or more without intimating his/her whereabouts, then the surviving are continuing Trustee or Trustee for the time being may appoint any person or persons in place of the trustees or Trustee so dieing or desiring discharge or refusing or becoming incapable to act or adjudicated or convicted of a criminal offence. This power shall be subjected to any right of appointment given to any donor and to the trustee herein above name.

14. It is hereby agreed and decided the Mr. Prabhu Raj Jahagirdar shall be the Managing Trustee for life.

Mr. Sachin S. Suman
Prabhu Raj Jahagirdar

Healy
Suman V S



15. The number of trustees shall at no time be less than two or more than seven

16. On every appointment of a trustee, as trustee, as provided in clauses 13 or otherwise, The trust fund shall, if and so for as the nature of the property and other circumstances shall require or admit and unless the trustees otherwise resolve but so as not to prejudice the powers of any managing trustee or trustees for the time being and every trustee or the trustees so appointed as aforesaid may well be before or after such transfer act or assist in the execution of the Trust and the power of these presents as fully and effectively as if he had been hereby constituted Trustees.

17. The Trustees shall be respectively chargeable only for such stock, funds, securities and other funds of the trust property as they shall respectively actually receive notwithstanding their signing any receipt for the sake of conformity and shall be answerable and accountable only for his or their own acts, neglects and wilful default and not for those of any money or securities nor otherwise for any involuntary losses unless the same shall happen due or through his/her own wilful default

18. In the event of dissolution or the winding of the Trust, the assets remaining as on the date of dissolution shall under no circumstances be distributed among the Trustees or members of the Managing Committee or the Members of the Governing body, but the same shall be transferred to any other charitable Trust, society, association or Institution whose objectives are similar to this Trust.

19. No amendments to the Trust deed or rules or regulations shall be made, which may prove to be repugnant to the provisions of section 2 (15), 11, 12 and 13 and 80 G of the Income Tax act of 1961 as amended from time to time further no amendments shall be carried out without the prior approval of the commissioner of Income Tax.

20. The Trust Formed shall be irrevocable

Handwritten signatures and notes:
 Mrs. Sushanta Biswas
 Sukumar
 Indhu

21. The benefits of the Trust shall be open to all irrespective of caste, creed or religion

22. The funds and the income of the Trust shall be solely utilised for the achievement of its objectives and no portion of it shall be utilized for payment to the Trustees by the way of Profits, Interest, Dividends etc.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed there hands and seals the day and the year herein above written.

Signature of the Settler

Handwritten signatures:
 Mrs. Sushanta Biswas
 Sukumar
 Indhu

Handwritten signature:
 Healy

Handwritten signature:
 Sukumar

50 RS.



Signature of the Trustees

1. Prabhu Raj Jahagirdar

Prabhu Raj Jahagirdar

Date: 01-10-01

2. Sucharita Sriram

Sucharita Sriram

Date: 01-10-01

3. Sudheer Sriram

Sudheer Sriram

Date: 01-10-01

4. V J Vikram

Vikram V.J

01-10-2001

Date:

5. Veera Reddy

Veera Reddy

Date: 01-10-01

(c) Drafted by :-

D. G. Chandrase. S.

Asstt. Bkery

ಬೆಳ್ಳಾ ಖಜಾನೆ, ಬೆಳ್ಳಾರಿ.
- 4 SEP 2001
DISTRICT TREASURY
BELLARY.

೬೨೬
10/7/01

Prothung Kungas
2/2/01

Pupil Tree Foundation,
4/5, Tolstoy House,
Patel Nagar, Ananthpur Road,
BELLARY-583 101.

IV
89
16-16-02