

108
2002-03

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100Rs.



500

TRUST DEED

THIS TRUST DEED IS executed on this the Sixteenth Day of July, Two Thousand Two (16/07/2002) by

Mr. UMESH D.S. SAMUEL ,
 S/o. Sri D.H. Srivadraiah ,
 Aged about 42 years,
 Residing at No. 28/29,
 Cambridge School Compund,
 Basavanapura Road,
 K.R.Puram,
 Krishnarajapuram Post,
 Bangalore 560 036.

Hereinafter reffered to as the " FOUNDER " which statement shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators and legal assigns;

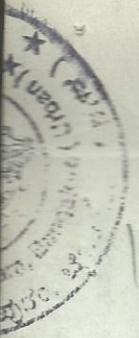
WHEREAS the Founder herein being of charitable disposition has been desirous of creating a trust.

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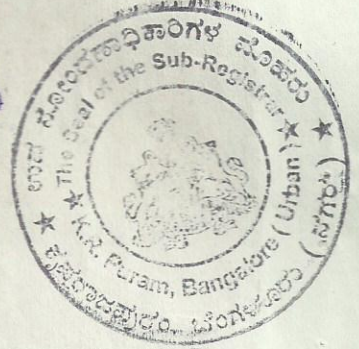


100
60
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120
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No. 12117-25 Rs 100/-
 Sri/Smt. Immanuel Education Trust
 Date 12.7.02

JINDE MUNIYAPPA
 B' Class Stamp Vendor
 SVL No. 70/70-71
 Shop No. 94, Court Complex,
 D.C. Compound, Bangalore-9



For Want of Rs. 500/- Papers of Rs. 100/-
 8 of Rs. 50/- of Rs. 10/- of Rs. 10/-
 of Rs. 10/- of Rs. 10/- are issued
 Total 9 Sheets

ಶುಭ ಕಾರ್ಯಕ್ಕಾಗಿ
 ಉಪ ನಿರೀಕ್ಷಾರ್ಥಿಗಳಿಗಾಗಿ
 ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 16-7-02
 ರಂದು ಹಣಕಾಸು ಭಂಡಿ 2.15,000/- 3.00
 ಮಲ್ಲಿ ಶ್ರೀ/ಶ್ರೀಮತಿ Umesh D. Samuel
 ಕುಟುಂಬ ಹಾಜರಾ ಮಾಹಿತಿ ಪಟ್ಟಿ

ಮೂಲಾಂಶ ಶುಲ್ಕ	100/-
ನೋಂದಣಿ ಶುಲ್ಕ	60/-
ಸಕಲು ಶುಲ್ಕ	10/-
ಹಿಂಬದಿಯ ಶುಲ್ಕ	120/-
ಕಂಚೆ ವೆಚ್ಚ	10/-
ಇತರೆ	300/-



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ಇದನ್ನು ಕೂಟಿದ್ದಾಗ ಒಪ್ಪಿ ಕೊಂಡಿರುತ್ತೇನೆ/ವಿ



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ಹಿರಿಯ ಕುಟುಂಬ ನಿರೀಕ್ಷಾರ್ಥಿಗಳಿಗೆ
 ಕುಟುಂಬ ಹಾಜರಾ ಮಾಹಿತಿ ಪಟ್ಟಿ

131 ನೇ ಸಂಪುಟದಲ್ಲಿ
 109-119 ನೇ ಪುಟಗಳಲ್ಲಿ 10.8/2002-2003ನೇ
 ಕುಟುಂಬ ನಿರೀಕ್ಷಾರ್ಥಿಗಳಿಗೆ
 ದಿನಾಂಕ 16-7-02



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ನಿರೀಕ್ಷಿಸಿದವರು

Identified by

" Mrs Celine Edward
 No 80 I.T.I Layout



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H 3 DAVU
 NO 80 I.T.I Layout

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 16/07/02



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WHEREAS the Founder, has taken upon himself the responsibility for acting as the Managing Trustee.

The following persons to be the first trustees:

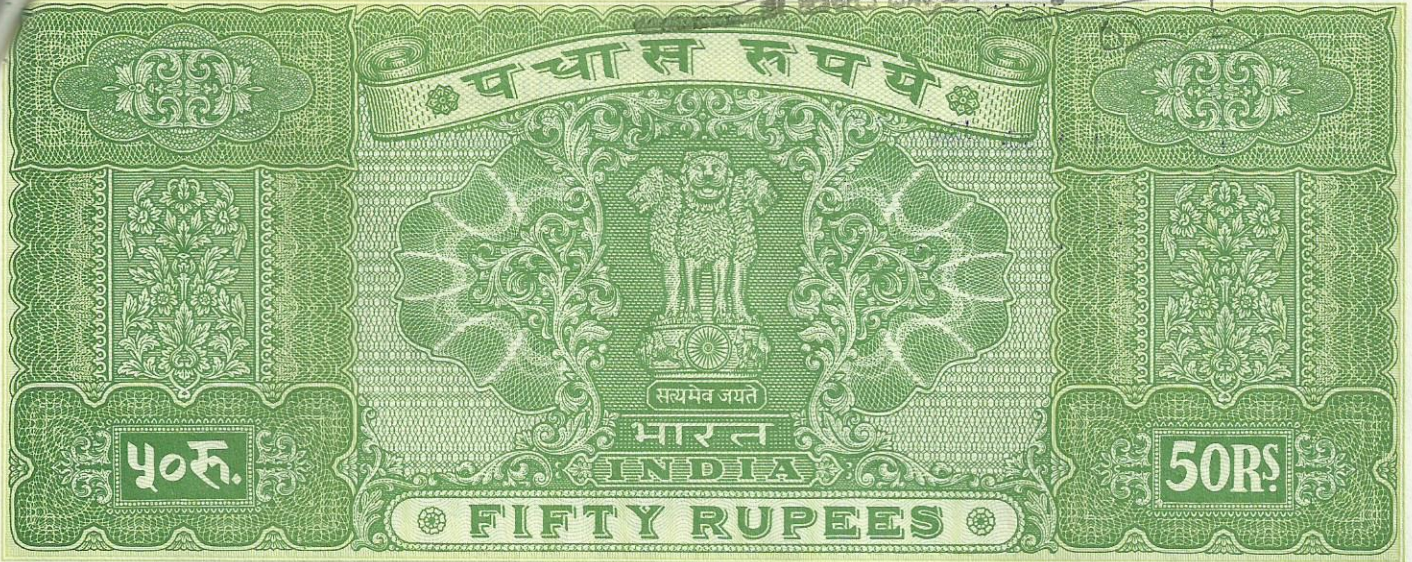
1. Mr. UMESH D.S. SAMUEL,
S/o. Sri D.H. Shivadraiah,
Aged about 42 years,
Residing at No. 28/29,
Basavanapura Road,
K.R.Puram,
Bangalore – 560 036.

2) Smt. METILDA UMESH,
W/o. Umesh D.S. Samuel,
Aged about 40 years,
Residing at No. 28/29,
Cambridge School Compound,
Basavanapura Road,
K.R.Puram,
Bangalore – 560 036.

WHEREAS the Founder has settled a sum of Rs 1001/- (Rupees one thousand and one only) on 16/07/2002 on the Trust. Which he is absolutely seized off and possessed in his own right.

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WHEREAS an application was made to the Income Tax Department for registration u/s 12A Income Tax Act, 1961.

WHEREAS the Income Tax Department required the deed of Trust to be registered with the Sub – registrar.

WHEREAS the periods of 120 days have elapsed from the date of the original trust deed viz.16/07/2002. For all purposes the date of establishment of this Trust is 16/07/2002.

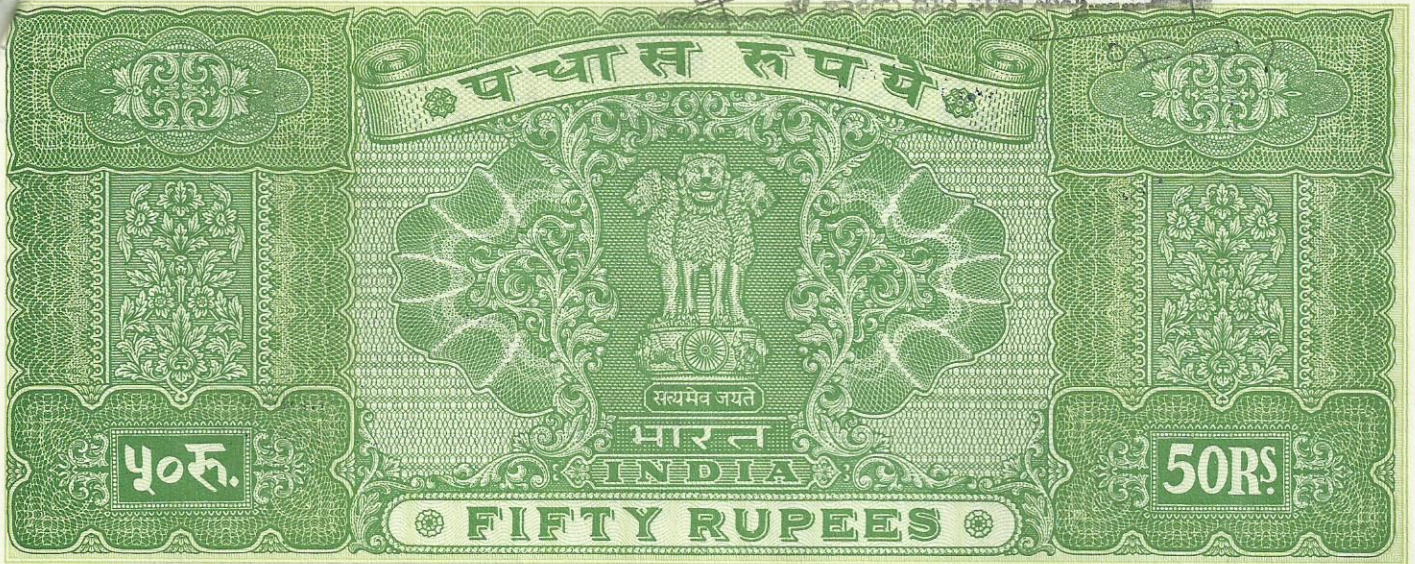
WHEREAS to fulfill the requirement of the Income Tax Department a fresh Deed hereby is being made :

NOW THEREFORE, THIS DEED OF TRUST WITNESSETH AS FOLLOWS:

1. The name of the Trust shall be 'IMMANUEL EDUCATION TRUST'.
2. The Office of the Trust shall be situated at No. 28/29, Cambridge School Compound, Basavanapura Road, K.R.Puram, Krishnarajapuram Post, Bangalore – 560 036.
3. The objects of the Trust are :
 - a. Education, including establishments. Acquisition, maintenance, support and help and donate to any educational institutions such as colleges, schools,

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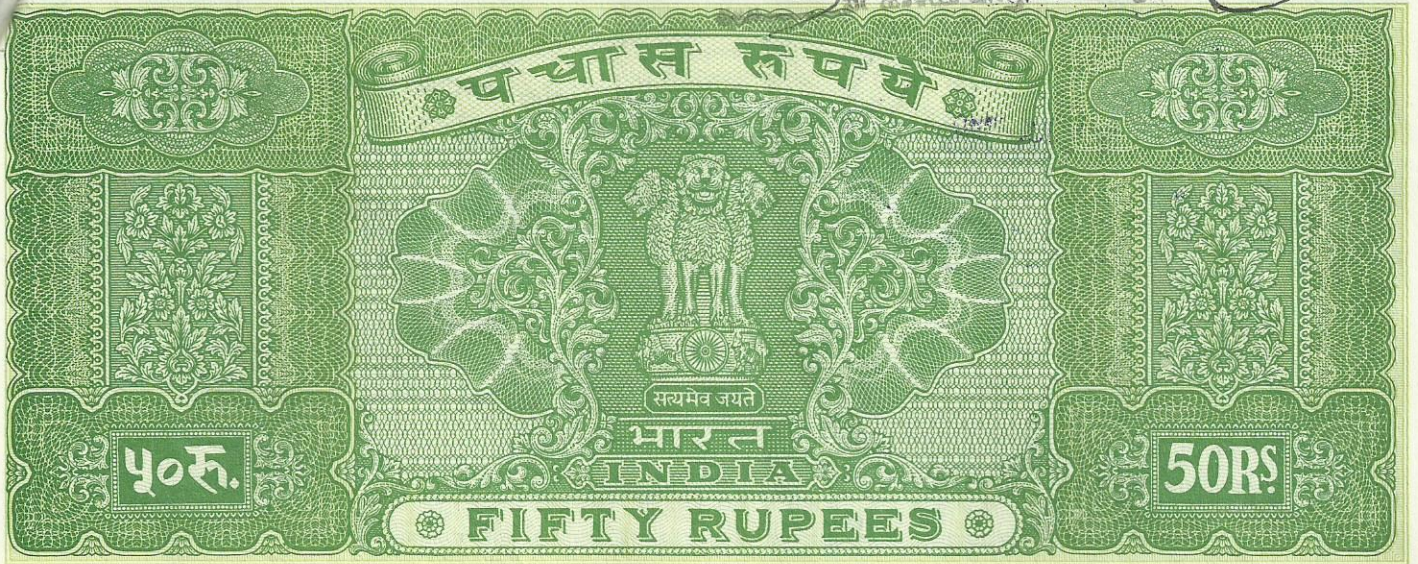
libraries, reading rooms, research institutions, balmandirs, study circles, vidyalayas, vidyapithas, universities, museums, zoos, pathshals, hostels, educational institutions giving training in sports, wrestling military training, etc and for giving help. Assistance, scholarship, loans (subject to payment of interest or free of interest), grants prizes, books and other articles for educational purposes to children of all castes, community, sex, race and religion

- b. To Open, run, continue on educational and vocational school or institution in healthy surroundings.
- c. To engage teachers, professors and experts of good moral character and conduct able to impart efficiently and economically up-date instruction to pupils and students in modern sciences, industrial vocations, research work, intellectual and other useful pursuits.
- d. To develop a healthy as well as critical attitude towards the development of mental, physical and moral uplift of the students and all those connected with the institutions so as to make them good citizens.
- e. To establish, maintain and run a boarding house and residential institutions for the students and those connected with the institutions.
- f. To invest, dispose of, transfer and otherwise deal with the subject-matter of the trust in such manner as the trustees should deem fit so as to enable the trust to carry on the objects of the trust effectively.
- g. To accept donations, grants, presents and other offerings and to deal with the same for the purpose of the trust.
- h. To charge moderate tuition fees and otherwise recoup themselves for the outlay and expenses incurred in the upkeep and maintenance of institutions established or about to be established under this deed.

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- i. To train and equip the pupils so as to be self supporting to an honorable and decent way of life so as to develop into good, healthy and progressive citizens.
- j. To develop disciplinary conduct and a habit to observing the rule of law and self-restraint.
- k. To bring out, encourage develop the inventive and research faculties of the pupils and teachers and to afford opportunity for research work in art, science and industrial undertaking.

The founder confirms having already conveyed, transferred and assigned to the Trustees above named the sum of Rs 1001/- (Rupees One Thousand One only) in cash, the receipt whereof the Trustees have already admitted and acknowledge.

It is clearly understood that the Trust will be exclusively and Educational Trust

The trust created shall be irrevocable.

There shall be maintained accounts of the Trust regularly. The accounts shall be audited by a chartered Accountant, Every year the accounts shall be closed by 31st March of the every year.

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

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Trustees but the same shall be transferred to another charitable Trust, whose objects are similar to those of this Trust from time to time and which enjoys the recognition u/s SOG of the Income Tax Act, 1961, as amended from time to time. The benefits of the Trust shall be opened to all irrespective of caste, creed or religion.

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

No amendment to the Trust Deed shall be made which may prove to be 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 amendment shall be carried out without the prior approval of the Commissioner of Income Tax.

The Founder herein shall be the first Managing Trustee for his lifetime. The founder is entitled to nominate any person as his successor to the office of the Managing Trustee. In the event of the Founder not nominating his successor, the Trustees shall appoint any adult lineal descendent of the Founder as Managing Trustee.

In the event of all lineal descendents not being adults one amongst the trustees shall act as Managing Trustee till such time as any one of the lineal descendent attain majority.

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If all adult lineal descendants of the Founder do not accept the office of the Managing Trustee, the trustees shall appoint one amongst themselves as managing Trustee.

The parties hereto, who are the First Trustees are empowered to Co-opt other trustees so that the total number of Trustees at any time does not exceed seven. The Managing Trustees shall have full, absolute and complete powers in the administration and execution of the Trust. Each of the First Trustees hereto is entitled to nominate any other person as his/her successor to the office of the Trustee. In the event of any vacancy arising in the office of the Trust, the continuing Trustees may co-opt other Trustee, so that the number of Trustees shall not be less than two. The Managing Trustees and the first Trustee herein shall be trustees for life. The other trustees who may be co-opted later shall retire after a period of 3 years.

The Trustees at their desire/discretion may receive voluntary contribution by way of gifts or grants from public either in the form of cash or investment towards the corpus of the trust or towards the capital expenditure of the Trust, and the same when received shall become part and parcel of the Trust Fund. The Trustees may also receive such donations for purpose of meeting the recurring expenditure of the Trust and also for achievement of the object of the trust.

All the fund, property, right, claims, demands of every description belonging or pertaining to the and may hereafter be acquired from time to time shall vest in the trustees for the time being.

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Without prejudice to the generality of the powers vested in the Trustees and notwithstanding anything contained in the Indian Trust Act, 1982 but without repugnance the Trustees all have the following specific powers: -

- a. To acquire by purchase, gifts, grant, exchange, lease, hire or otherwise, properties of all kinds including movable and or the corpus of the Trust and subject to the terms and condition and covenants contained herein.
- b. To purchase or otherwise acquire, units of Unit Trust of India , bonds, National Saving Certificates, annuities and securities of every description.
- c. To sell, mortgage, lease out or give on license or otherwise alienate all or any of the properties of the Trust at such time/s and terms as the Trustees may deem(s) fit.
- d. To invest the moneys of the modes specified under section 13(1) (d) r.w.s. 11(5) of the income tax Act, 1961 as amended from time.
- e. To cancel, recall or vary all or any of the investment from time, however the investment so varied shall be in consonance with the modes specified under section 13(1) (d) r.w.s. 11(5) of the income tax act,1961 as amended from time to time.

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- f. To enter in to agreements, contract and to cancel or vary them.
 - g. To attend company meetings, stockholders meeting and to vote therein.
 - h. To sign, endorse, negotiate securities, interest warrants, cheques and other Negotiable Instruments.
 - i. To receive any money and to grant receipts and discharges thereof.
 - j. To institute, prosecute and defend all actions and proceedings indulging suits, appeals, reviews, revisions, execution and the like before the Government, Courts, Tribunals, Revenue, Municipal and local authorities and taxation authorities and to represent the Trust before them.
 - k. To enter into any compromise and to refer matters to arbitration.
 - l. To engage the services of any person or persons upon such remuneration and terms as the Trustees may deem fit, to make disciplinary action against them and also to terminate their services.
 - m. To incur all costs and expenses considered by the Trustees to be necessary for the due and efficient management of the affairs and properties of the Trust.
 - n. To open accounts in such banks, as the Trustees deem fit and to operate upon all such accounts either jointly or severally.
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In the professed execution of the Trust and powers hereof, no Trustees shall be liable for any loss to the Trust arising by reason of any improper investments made in good faith or for the negligence or fraud of any agent employed by him or them or by person, of any mistake or omission made in good faith by the Trustees or any other matter or thing, except willful and deliberate fraud on the part of the Trustees who ought to be made liable.

The Trustees shall further and at all times be kept harmless and indemnified out of the Trust against all actions costs, liabilities and claims arising in respect of anything done by them in the course of their duties as Trustees.

IN WITNESS WHEREOF, THE FOUNDER HAS SET HIS HAND HERETO, AND SIGNED TO THIS DEED OF TRUST ON THE DAY MONTH AND THE YEAR FIRST ABOVE WRITTEN MENTIONED.

WITNESSES:

1. Davis
H D DAVIS
NO 80 IT I LAYOUT
BENSON TOWN POST
BANGALORE - 46

2. CELINE EDWARD
NO 80 I.T.I Layout
Benson Town Post
Bangalore - 560046

[Signature]
FOUNDER/AUTHOR

Metilda
TRUSTEE

Drafted by
[Signature]
A. Jacob B.A. B.Phil.L.L.B
ADVOCATE
No. 44, 1st FLOOR
MADRAS ROAD, SUBHASHNAG

Composor