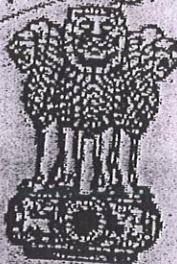


2017-18

INDIA NON JUDICIAL

**Government of Karnataka**

सर्वभूमि जयते

Certificate No.

IN-KA95G2257763815P

Certificate Issued Date

30-Aug-2017 01:00 PM

Account Reference

INOMACC1FIV\_kcrs108/ INDIRA NAGARI/KA-BA

Unique Doc. Reference

SUBIN KAKACRSFL0B40496560003035P

Purchased by

KIRAN V AND KEERTHI V

Description of Document

Anjali 54 Trust

Description

TRUST DEED

Consideration Price (Rs.)

0

(Zero)

First Party

KIRAN V AND KEERTHI V

Second Party

HAYAGRIVA EDUCATIONAL TRUST

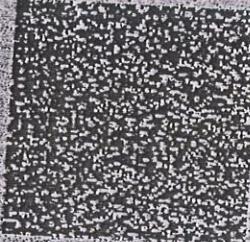
Stamp Duty Paid By

KIRAN V AND KEERTHI V

Stamp Duty Amount(Rs.)

200

(Two Hundred only)



Please write or type below this line

**TRUST DEED**

This Deed of Trust is made and executed at Bangalore this 30th day of August 2017 between :

Page | 1

## STATUTORY AND:

1. The authenticity of this digital certificate is valid as per [www.digicertidp.com](http://www.digicertidp.com). Any discrepancy in the details on this Certificate will make it invalid.
2. The cost of checking the validity is on the user of the certificate.
3. In case of any dispute, please refer to the Competent Authority.

For HAYAGRIVA EDUCATIONAL TRUST

Managing Trustee

Print Date & Time : 31-08-2017 11:45:36 AM

Page Number : 307

ಬ್ರಹ್ಮಾಂಡದಲ್ಲಿ ಸ್ವಾಮೀಗಳಾದ ದುರ್ಘಟನೆಗಳ ಮೊತ್ತ ಕ್ರಿಯೋಧಿ ದಿನಾಂಕ 31-08-2017 ದಿಂದ 11:37:23 AM ಗೆ ಹಿಂದೆ ಈ ಶಿಕ್ಷಣ ಪ್ರಾಣಿಗಳ ಸಂಖ್ಯೆಯೇ.

ಶಿಕ್ಷಣ	ನಾಮ	ಉಂಟಾಗಿರುವ ಪ್ರಾಣಿಗಳ ಸಂಖ್ಯೆ
1	Shashikala	500.00
2	Prerna	520.00
	Total	1020.00

ಜೀ Mr.Kiran Vijaya Kumar S/o N.Vijaya Kumar ಅವರಿಂದ ಒಂದು ಶಿಕ್ಷಣದಲ್ಲಿ

ನಾಮ	ಫೋಲಿ	ಬಿಂದುಗಳು	ಶಿಕ್ಷಣ
Mr.Kiran Vijaya Kumar S/o N.Vijaya Kumar			

ಬಿಂದುಗಳು ನಿಮಿಷಾನಂತರ ವಿನಿಯೋಗಿಸಿದ್ದಾರೆ.

31/8/18  
ಬಿಂದುಗಳು ನಿಮಿಷಾನಂತರ ವಿನಿಯೋಗಿಸಿದ್ದಾರೆ  
ಬಂದಿರಾನಗರ ಚಂಗಳೂರು

ನಾಮ	ನಾಮ	ಫೋಲಿ	ಬಿಂದುಗಳು	ಶಿಕ್ಷಣ
Mr.Kiran Vijaya Kumar S/o N.Vijaya Kumar  (ಬಿಂದುಗಳು)				
Smt.Keerthi Vijaya Kumar W/o Premed.B.C.  (ಬಿಂದುಗಳು)				

ಬಿಂದುಗಳು ನಿಮಿಷಾನಂತರ ವಿನಿಯೋಗಿಸಿದ್ದಾರೆ  
ಬಂದಿರಾನಗರ ಚಂಗಳೂರು

**Mr. KIRAN VIJAYA KUMAR,**

Aged about 28 years, S/o. N.VIJAYA KUMAR,  
Residing at No.314/2, 3rd Main, 7th Cross, Domlur Layout,  
Bangalore-560 071.

Hereinafter called the "**FOUNDER**" which expression shall unless excluded or repugnant to the subject or context be deemed to include his heirs, successors, executors, administrators, assigns, beneficiaries, representatives and nominees of the **ONE PART**.

**AND**

**1. Mr. KIRAN VIJAYA KUMAR,**

Aged about 25 years, S/o. N.VIJAYA KUMAR,  
Residing at No.314/2, 3rd Main, 7th Cross, Domlur Layout, Bangalore  
- 560 071.

**2. Smt. Keerthi Vijaya Kumar,**

Aged about 24 years, W/o. Pramod B.C.,  
Residing at No.743/9, 4th Main 1st Cross 1st Block ,  
New Thippasandra, Bangalore North- 560 075.

Hereinafter jointly called the "**TRUSTEES**" which expression shall unless excluded by or repugnant to the subject and context be deemed to include the Trustee or Trustees for the time being of these presents and/or survivor or survivors of any of them, their successors or successors-in-office of the **OTHER PART**.

**PREAMBLE :**

WHEREAS the founder is desirous of creating a Public Charitable Trust hereinafter called the "**HAYAGRIVA EDUCATIONAL TRUST**" for linguist minorities for the purpose of eradication of illiteracy, poverty, upliftment and welfare of linguist minorities and the imparting of sound education in various fields with opportunities for research,

WHEREAS the Founder has set apart in favour of the Trust a sum of Rs.10,000/- (Rupees Ten Thousand only) in the form of Corpus Fund for the said Trust and Whereas the Trustees above named have agreed to accept the said trust on the terms and conditions hereinafter appearing:

కోడ్	నామ	జాతి	పట్టణ గ్రంథి	చి.
5	Mr.Kiran Vijaya Kumar S/o N.Vijaya Kumar, (admitted)			

H. Page of Doc. No. 307 Book W  
E.U 17-18

హైదరాబాదు ప్రాంతములు  
భారత సామ్రాజ్య ద్వారా

And Whereas the Trustees hereunto have given their consent to be the Trustees for administering in the affairs of the Trust in accordance with the terms and conditions hereafter provided.

**NOW THIS DEED OF DECLARATION OF TRUST WITNESSETH:**

**1. NAME AND PRINCIPAL OFFICE:**

The name of the Trust shall be **HAYAGRIVA EDUCATIONAL TRUST** and the Trust office shall be situated at No. 155/3, Ground Floor, 19<sup>th</sup> Cross, Kaggadasapura, Bengaluru-560093, Karnataka, India (which may be removed from time to time to such other place or places as the Board of Trustees may decide) and the term Trustees shall mean Trustees of the Hayagriva Educational Trust.

**2. OBJECTS OF THE TRUST:**

- (a) To establish, promote, maintain, takeover, grant donations in cash or in kind to schools, colleges, industrial and technical school, workshops research centers and all or any Educational Institutions in order to spread education in all its forms both in the Urban and Rural areas.
- (b) To establish, found takeover, open or reopen or close down, maintain manage and conduct nursing schools, colleges, hostels, old age homes, homes for the mentally retarded, rehabilitation centers, mental asylums, orphanages, asylums, destitute homes, rural institutions and such other institutions of like nature.
- (c) To establish, maintain and operate educational institutions, residential or otherwise, of national & international standards either on its own account or on account of its constituents, solely or in conjunction with others to provide education at all grades and levels by incorporating curriculum accepted nationally and internationally by having affiliations with various Boards of Education, Universities and the like, within India or outside India, by itself or through its franchisees, or otherwise and to also carry on any other activity which the company may deem fit and expedient, necessary, incidental or ancillary to establishment, maintenance and operation of educational institutions,

15/2/2018, 12:10

ರಾಜ್ಯಾಧಿಕಾರ

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2017-18

ನಂ	ಹೆಸರು	ಡಾ.
1	Manjunath No. 11, BDA Complex, Domlur, Bangalore	
2	Kumar No. 155/3, Ground Floor, 19th Cross, Kaggadasapura, Bangalore	

ಕರ್ಮ ವಿಭಾಗ  
ಕರ್ಮ ವಿಭಾಗ  
ಕರ್ಮ ವಿಭಾಗ  
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TRUST NAME : HAYAGRIVA EDUCATIONAL TRUST

ಹೊಯ್ಯಾ ಎಡ್ಯುಕೇಶನಲ್ ಟ್ರಾಸ್ಟ್

ಹೊಯ್ಯಾ ಎಡ್ಯುಕೇಶನಲ್



4 ಕ್ಕೆ ಅನುಮತಿ ದ್ವಾರಾ

ನಿಂದಿದೆ INR 4,00,307-2017-18 ಏರ್

4.4. Bank INRD198 ನಿಂದಿದೆ

Date 31-03-2017 ರಿಂದ ಮೊತ್ತಾದ್ಯಾದ್ಯಾ



ಕರ್ಮ ವಿಭಾಗ ಮಾರ್ಪಣ ಕ್ರಾನಿಕ್ ಸಂಖ್ಯೆ 30007310

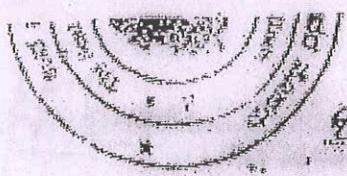
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ಹೊಯ್ಯಾ ಎಡ್ಯುಕೇಶನಲ್

Designed and Developed by C-DAT, ACTS, PUNE

3

- (d) To provide and enable students to receive education and instructions in class rooms, by post, electronic data interchange, satellite communication, television, or any other medium or mechanism including long distance learning which may be deemed suitable and ideal in order to provide education on accepted national & international standards.
- (e) To provide technical & management consultancy in the field of education and actively associate in the setting up and operation of educational institutions of all kinds and description of national and international standard anywhere in the world.
- (f) To enter into agreements and contracts with Indian or foreign individuals, firms or companies for technical, financial or other assistance or collaboration for carrying on all or any of the objects of the Company.
- (g) To establish, provide endow, equip, furnish develop manage and conduct, residential extra curricula, sporting and recreation facilities for the student community at a large such terms and conditions as may be conducive to the aims of the Trust.
- (h) To establish, maintain or acquire library or libraries, laboratory or laboratories and/or other research institutions for the benefit of the Student community.
- (i) To acquire, establish and run professional colleges in medicine, engineering, law, agriculture, computer applications, electronics, commerce and accountancy, business management, pharmacy, nursing, dental, pure and applied sciences, including post-graduate centers and research foundations.
- (j) To institute and award scholarships in India or abroad for the study, research and apprenticeship of all or any of the aforesaid medical/educational purposes.
- (k) To negotiate and enter into any agreements with the Central and/or State Government, Universities, municipality, or any other public or private authority which may seem conducive or beneficial to any of the objects of the Trust or be intended to enhance, improve or render more efficient any property, right, privilege, work or activity of the Trust.



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2017-18

EXCISE DEPARTMENT

काला चिन्ह  
त्रिकोडी वर्ती विभाग  
Department of Stamps and Registration

काला चिन्ह

1957 द टॉक्सिक विभाग दे 10.0 रुपयांचे अंदाज आहे

Mr. Krish Vijaya Kumar S/o N.Vijaya Kumar, अवधी 1000.00 रुपयांची अंदाज देण्याची अनुमती दिली आहे तसेच दिली आहे

दर्शक	दर्शक (दा.)	दर्शक वापराची विवर
कृष्ण चंद्र	1000.00	Paid By Cash
	1000.00	

काला चिन्ह

Date : 31/08/2017

काला चिन्ह  
त्रिकोडी वर्ती विभाग  
काला चिन्ह दिला आहे अंदाज  
काला चिन्ह दिला आहे अंदाज

Designed and Developed by C-DAC / CIE Pune.

- (l) To purchase, take on lease or in exchange or otherwise acquire any moveable or immoveable property, rights, or privileges, which may be deemed necessary, expedient or desirable for any of the objects of the Trust.
- (m) To accept hold or administer any gift donation or contribution in kind or money, whether upon trust or otherwise and to undertake and execute any trust or obligation which may be deemed conducive to any of the objects of the Trust.
- (n) To manage improve, develop alter, repair, demolish, sell, alienate, lease, mortgage, charge, pledge, hypothecate, dispose of or otherwise deal with all or any of the property funds, assets, rights and privileges of the Trust.
- (o) To lend money with or without security and to invest money of the Trust in such manner and to vary or transpose any investments, as the Managing Trustees shall from time to time deem fit.
- (p) To open and operate on current, saving or overdraft or fixed deposit accounts with any bank or banks.
- (q) To carry on any activities which may seem beneficial or conducive to any of the objects of the Trust and either alone or in conjunction with others or as factors trustees, or agents and upon such terms as the governing body may deem fit.
- (r) To subscribe to or aid financially or otherwise benevolent, charitable, philanthropic or other institutions or objects of a public character or which have any moral or other claims to support or aid the Trust by reason of the locality of its operations or otherwise.
- (s) To enter into and carry out arrangements for joint working, or for amalgamation with any other association, society or institution having objects within the objects of the Trust.
- (t) To act as clearing house of information for various individuals, institutions or other persons interested in the activities of the Trust.
- (u) To provide consultancy service to public or private institutions to further the cause of the objects enumerated above.

Keshav

For HAYAGRIVA EDUCATIONAL TRUST

Managing Trustee

- (v) Generally to do all such other things as are deemed incidental or conducive to the attainment of all or any of the aforesaid objects.
- (w) And to carry out the objects of the Trust in conformity with Section 2(15), 11, 12, 13 and Sec. 80G of the Income Tax Act 1961.

### **3. PROPERTY VESTED IN THE TRUSTEES:**

The Founder doth hereby transfer a sum of Rs.10,000/- (Rupees Ten Thousand Only) in favor of the Trustees and unto the Trustees thereof. The Trustees shall hold the said fund and other future properties that may be endowed or conferred on the said Trust for use and benefit of the Trust.

The Trustees shall out of the Income realized from the properties endowed and such other endowments or donations which they may get, pay all taxes and rates and all expenses connected with the Trust.

### **4. BOARD OF TRUSTEES:**

- a) The Board of Trustee shall consist of not less than 2 and not more than 9 Members. The Trustees may Co-opt to the Board of Trustees, additional Trustees if necessary.
- b) The surviving or continuing trustees, at any point of time, may notwithstanding any vacancy in the Board act as Trustees, provided however, that if the number of Trustees shall fall below two, the minimum fixed by these presents, the Trustees shall not except for the purpose of filling any vacancy acts as long as the number of Trustees fall below the said minimum.
- c) The Trustee co-opted shall hold office for a period as decided by the Board at the time of co-option and such Trustees are liable for retirement at the expiry of the period. The Trustees whose term expires after the said period are eligible to be co-opted as Trustee again by the existing Trustees. The Trustee may if he/she so desire, resign his/her Trusteeship even before the expiry of the terms of Trusteeship.
- d) A co-opted Trustee shall be removed by the remaining Trustees at any time even before the expiry of the term for which he/she has been appointed through a resolution passed at the meeting of the Board of Trustees.
- e) The founder Trustee shall be made life Trustee or no Trustee shall be co-opted as a Life Trustee without the consent of all the sitting life Trustees.

- i) The Trustees shall appoint from amongst Life Trustees one as Managing Trustee of the Board of Trustees and another Life Trustee as Secretary. The Managing Trustee shall act as Chairman and preside at the meetings of the Trust.
- ii) No resolution of the Board of Trustee shall be deemed to have been passed by voted by any of the sitting Life Trustees.
- iii) All the founder Trustee shall be designate as Life Trustees.

#### **E. MEETING OF THE BOARD OF TRUSTEES:**

- a) The Quorum required for a meeting of the Board of Trustees shall comprise of both the Trustees. If within half a hour of the time appointed for the meeting a quorum is not present, the meeting shall automatically stand adjourned to the same day next week at the same time and place, and if at the adjourned meeting a quorum is not present within half an hour from the appointed for the meeting, the Trustees present shall form the quorum, subject to the condition that at least one life member is present. No meeting of the Trustees, without at least one life trustee shall be valid except for circumstances stated in 4(b).
- b) At least three clear days notice in writing shall be given for every meeting provided however the Managing Trustee shall have the power to convene a meeting at a shorter notice for transaction of any business considered by him/her to be urgent.
- c) All proceedings and questions and matters arising at the meeting of the Trustees shall be decided by a majority of votes and in case of equality of votes the Managing Trustee shall have a second or casting vote PROVIDED HOWEVER notwithstanding anything therein stated no question dealing with the disposal of the Corpus of any trust properties or amendments to this deed or any of the schemes or bye-laws shall be decided except with the consent of all the sitting Life Trustees of the Trust.
- d) The Trustees may also resolve to amend the deed of trust provided all the sitting life trust record their consent to it or cast their vote in favor of such amendment. Such amendments to the trust deed shall be given effect by execution of an amendment deed duly signed by the

Managing Trustee or any other Life Trustee authorized by the Board of Trustees.

- i) A resolution in writing circulated amongst all the Trustees and signed by a majority of Trustees (including at least two life trustee) shall be valid and effected as if it has passed at a meeting of the Trustees duly called and convened.
- ii) A Trustee who is unable to be present at a meeting of the Trustees may send his views on the agenda in writing and such expression of opinion shall be taken to be his vote on the matter concerned.
- iii) 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 at such meeting or the following meeting, when they are read over, and when so entered and signed by the Chairman be conclusive evidence of the business and other matters transacted at such meeting.
- iv) The Managing Trustee shall act as Chairman and preside at all the meetings of the Trust. In his absence or inability, any other life trustees shall preside over the meeting.
- v) The Trustees shall be entitled to be reimbursed the expenses incurred by them for attending the meeting such as travelling and other expenses subject to a ceiling to be fixed by the Board of Trustees once every year.

#### **6. POWERS AND DUTIES OF THE BOARD OF TRUSTEES:**

The Trustees shall have full power and authority to administer the Trust, its institutions, properties and funds and to do acts, deeds and things as are calculated to promote the objects for which this Trust is established.

Without prejudice to the generality of the foregoing, the Board of Trustees shall have the following functions:

- I) To acquire, hold and dispose off properties, immovable and movable stocks, securities and shares etc.,
- II) To sell, mortgage, grant or lease, hire or otherwise alienate the properties of the Trust.
- III) To borrow money with or without security and to repay the same.
- IV) To enter into all contracts, to vary and resign them.

2017-18

- VI To open/operate bank account/s (including the power to withdraw and provide for its operations as the Trustees may deem fit from time to time).
- VII To invest the funds of the Trust not immediately required for the purpose of the Trust in such manner as they deem fit.
- VIII To receive gifts, grants, endowments, donations, contributions in cash or in kind.
- IX To raise money from the public by organizing benefit show/performance, collection of subscription and donations, bringing out publications and in other ways.
- X To appear and act before courts, tribunals, government authorities, tax authorities, inquiry commissions and other public authorities.
- XI To institute, prosecute and defend all suits (including power to represent the Trust in any suit and to sue in the name of the Trust) and other proceedings, and to engage advocate/s, chartered accounts to represent the Trust.
- XII To appoint, terminate, dismiss, suspend and otherwise deal with employees of the Trust and its institutions.
- XIII To apply the properties and funds of the trust for all or any of the objects for which the Trust is established be determined by the Board of Trustees from time to time.
- XIV To decide from time to time the works to be undertaken in fulfilling the objects of the Trust.
- XV To incur all necessary expenses connected with the Trust and its projects.
- XVI To compromise or compound all actions, suits and other proceedings 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 all other acts and things fully and effectively, without being liable or answerable for any loss occasioned thereby.
- XVII To join, co-operate, amalgamate, takeover the Trusts created by these presents or any portion thereof with any trust, or association, or society, or institutions having allied and similar objects upon such terms as they may in their absolute discretion think fit.
- XVIII To frame schemes, rules and regulations to carry out the objects of the Trust and otherwise for giving effect to the objects and purposes of the Trust and to vary the same from time to time as the Trustees may in their discretion deem fit and proper.

*Keep it*

For HAYAGRIVA EDUCATIONAL TRUST

Managing Trustee

- XVIII) To start, discontinue, abolish, and restart any charity or institution, to impose any conditions or conditions to any subscription's or donation made by them and to earmark any portion of the Trust property or income for any particular object or objects.
- XIX) To maintain a set of advisors for the purpose of utilizing their services in furtherance of the objects of the Trust and to pay remuneration or honorarium or reimburse the expenses incurred by such advisors.
- XX) To draw up such scheme or schemes, such by-laws and rules as they shall at their discretion think fit for the administrations of the Trust hereby constituted, and the management of the property hereby conveyed or any part thereof or any other property for the time being subject to the provisions of this deed or any part thereof and may at any time amend, alter or repeal any of the said arrangements, schemes, bylaws or rules as they shall think fit.
- XXI) To do all such other lawful things as are incidental in carrying out the administration and management of the Trust.

## 7. ACCOUNTS AND AUDIT:

- The Financial year of the Trust shall be from the 1<sup>st</sup> April to the 31<sup>st</sup> March every year.
- There shall be maintained all accounts of the Trust regularly.
- The accounts shall be audited by a chartered accountant duly appointed by the Trustees every year.

## 8. CUSTODY OF DOCUMENTS:

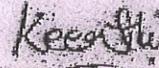
- The benefit of the Trust shall be open to all irrespective of caste, creed or religion.
- The Trust formed shall be irrevocable.
- The funds and the income of the Trust shall be solely utilized towards the achievement of the objects, and no portions of it shall be utilized for payment to Trustees by way of profit, interest, dividends, etc.
- In the event of dissolution or winding up of the Trust, the assets remaining as on the date of dissolution shall under no circumstances be distributed among the Trustees, but the same shall be transferred to another charitable Trust/society/association or institutions whose objects are similar to those of this Trust and which enjoys recognition under section 80G of the Income Tax Act, 1951.

- e) The funds of the Trust shall be invested in the modes specified under the provisions of Section 13(1) (d) read with Section 11(5) of the Income Tax Act 1961.
- f) In case of any dispute/s the same will be subject to the jurisdiction of the Civil Court within the Bangalore City Corporation.
- g) No amendments to the Trust deed shall be made which may prove to be repugnant to the provisions of Section 2 (15, 11, 12, 16 & 80G of the Income Tax Act, 1961) as amended from time to time. Further no amendments shall be carried out without prior approval of the Commissioner of Income Tax.
9. The Trustees above named accept this Trust.
- IN WITNESS WHEREOF the Founders and the Trustees have executed these presents at Bangalore on the day, month and year hereinabove written.
- Signed and delivered by the Trustees at Bangalore in the presence of

WITNESSES :

1.   
MANJUNATHA  
No. 11, 10A Gaurav  
Domlur  
Bangalore

1.   
KIRAN VIJAYA KUMAR

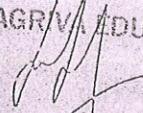
2.   
Smt. KEERTHI VIJAYA KUMAR

314/1, 3rd main 7  
7th Cross Domlur  
Layout  
Bangalore.

Drafted by ME

Page | 1

For HAYAGRIVA EDUCATIONAL TRUST

  
Managing Trustee

