

BK IV

317/02-03

DAVANAGERE

500 Rs.

The document consists of 1 sheet

of Document No. 317 of Book IV



TRUST DEED

This Deed of Trust is made and executed on this Twentieth day of January Two Thousand Three (20.01.2003) by and between:

SRI H.MAHALINGAPPA S/o. HALAPPA, aged about 37 years, resident of Door No.3203, 10th Main, 4th Cross, M.C.C. 'B' Block, Davangere - 577 004. Hereinafter referred to as **'THE AUTHOR OF THE TRUST'**.

IN FAVOUR OF

- SRI H.MAHALINGAPPA S/o. HALAPPA**, aged about 37 years, resident of Door No.3203, 10th Main, 4th Cross, M.C.C. 'B' Block, Davangere - 577 004.
- SMT. PUSHPA MAHALINGAPPA, D/o. SIDDARAMAPPA**, aged about 30 Years, resident of Door No.3203, 10th Main, 4th Cross, M.C.C. 'B' Block, Davangere - 577 004.

Hereinafter referred to as **'THE TRUSTEES'**.

WHEREAS the Author is desirous of creating a Trust for achieving the objects mentioned in this Trust Deed and Trustees have accepted and agreed to be the Trustees as per the covenants mentioned in this Trust Deed.

And WHEREAS the Trustees have accepted the sum of **Rs.5,000.00** paid to them by the Author of the Trust and have agreed to act as the Trustees in respect of the above said amount as well as other properties the Trust may acquire in future which are hereinafter collectively referred to as "Trust Property" the Trustees have accepted the terms and conditions hereinafter contained and have agreed that they shall function in accordance with the provisions of this Trust Deed and the rules and regulations that may be framed or prescribed from time to time in accordance with this Trust Deed.

SHAMANUR EDUCATION TRUST (R)

NOW THIS DEED OF TRUST WITNESSETH AS UNDER:

PRINCIPAL

Smt. Pushpa Shamanur Mahalingappa
CBSE Residential School,
DAVANAGERE

MANAGING TRUSTEE/TRUSTEE



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PRINCIPAL
Smt. Pushpa Shamanur Mahalingappa
CBSE Residential School,
DAVANGERE

SHAMANUR EDUCATION TRUST (R)

MANAGING TRUSTEE/TRUSTEE



NAME AND OFFICES OF THE TRUST:

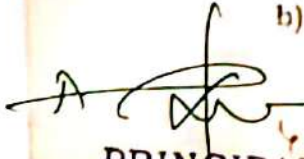
1. The Trust shall be named "**SHAMANUR EDUCATION TRUST**"
2. The Trust shall have its office at Door No.5335, 1st Main, Swamy Vivekananda Badavane, Near BIET College Campus, DAVANGERE. The Trustees may decide by a Resolution to shift the said office to any other place. The Trustees may also establish, maintain, run or organise other offices, Branches, or institutions at such place or places as may be decided by the Trustees from time to time.

NATURE OF THE TRUST:

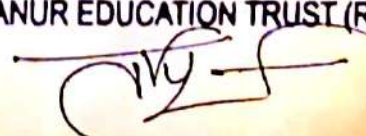
3. The Trust formed by this Deed is Irrevocable.
4. The Trust shall be a public charitable trust.
5. All functions and activities and administration of the Trust shall be conducted in accordance with the terms of this Deed of Trust and any amendments thereto and the Rules and Regulations framed thereunder.
6. The properties, assets, effects, funds and the like of the Trust shall vest in the Trustees upon Trust for the due fulfillment of the objects of the Trust.

OBJECTS OF THE TRUST:

7. The main objects of the Trust are as under:
 - a) To take Buildings on Long Term lease basis, to provide Hostel facilities for Students, working community etc., and also provide basic facilities to inhabitants of such hostels.
 - b) To establish, run and maintain educational Institutions including Residential Schools and to develop character and discipline amongst the students.


PRINCIPAL
Smt. Pushpa Shamanur Mahalingappa
CBSE Residential School,
DAVANGERE

SHAMANUR EDUCATION TRUST(R)


MANAGING TRUSTEE/TRUSTEE

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[Signature]

21/01/03
21/01/03

presented at... 3-15... on 20 JAN 2003
In the Office of the Sub-Registrar
Davanagere with fee paid as follows.

	Rs.	Pg.
1. Registration	200 = 00	
2. Copy	10 = 00	
3. Endorsement	10 = 00	
4. Miscellaneous	100 = 00	
5. Mutation	10 = 00	
TOT.	330 = 00	

Identified By

- ① C. Veerappa S/o Malleshappa
D.No. 3344/02, M.C.C. 'B' Block,
Davanagere.
- ② Jnaneshwar S/o Siddasamma L.R.
2765/2, 3rd cross, 3rd main,
M.C.C. 'B' Block, Davanagere.

H. Mahalingappa PDA



[Signature]
SR-SUB REGISTRAR
DAVANAGERE

20 JAN 2003

[Signature]
SR-SUB REGISTRAR
DAVANAGERE

Execution admitted by



Registered as No. 317/002-103
of Book... 14... Volume... 119
Pages 128-138

[Signature]

[Signature]
Sr. Sub-Registrar, Davanagere



[Signature]

[Signature]
SR-SUB REGISTRAR
DAVANAGERE

[Signature]
PRINCIPAL
Smt. Pushpa Shamanur Mahalingappa
CBSE Residential School,
DAVANAGERE

SHAMANUR EDUCATION TRUST (R)
[Signature]
MANAGING TRUSTEE/TRUSTEE



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- c) To establish, run and maintain Schools and Colleges including vocational and professional Colleges for the benefit of students community.
- d) To engage professors, teachers and instructions to impart education to the students in all subjects, Physical Training, Culture, Research Work, Intellectual and other useful pursuits.
- e) To establish, run and maintain guest houses, Health clubs, Sports and Games clubs etc.,
- f) To do all other acts and things as may be necessary or conducive to the attainment of the above objects.

TRUSTEES:

- 8. The two Trustees mentioned above shall be Trustees for life subject to their continuing to be eligible for being a Trustee and subject to the power of the Trust to remove any Trustee from office.
- 9. The number of Trustees at any time shall not be less than two and shall not be more than eleven.
- 10. During the first year from the date of registration of the Trust Deed the Trustees for life mentioned above may appoint such other Trustees as they deem proper and necessary.
- 11. After the first year, the then existing Trustees may choose and appoint other Trustees by a resolution passed by 2/3rd majority of Trustees.
- 12. The Trustees appointed under Clause 10 and 11 supra shall function as Trustees for a maximum period of five years subject to their continuing to be eligible for being a Trustee and subject to the power of the Trust under Clause 14 below. The Trust has power to cancel such appointment before


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SHAMANUR EDUCATION TRUST (R)

MANAGING TRUSTEE/TRUSTEE

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PRINCIPAL
Smt. Pushpa Shamanur Mahalingappa
CBSE Residential School,
DAVANGERE

SHAMANUR EDUCATION TRUST (R)

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MANAGING TRUSTEE/TRUSTEE

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the expiry of the tenure by means of a resolution passed in the meeting of the trust by 2/3rd majority after serving 30 days notice to the trustee as envisaged under clause 14.

13. No person who is a person of unsound mind, a person convicted for any offence involving moral turpitude, a person who has been declared or made a Petition to any court for being declared an insolvent shall be appointed or remain in office as a Trustee.
14. A Trustee may be removed from the office of a Trustee by a special resolution of the Trustees if the Trustees are of the opinion that such Trustee is acting or has acted against the interest of the Trust or for other reasons, it is not proper to continue the Trustee in office in the general interest of the Trust after giving the concerned Trustee as opportunity to explain in writing why he should not be removed. Such explanation, if received, shall be considered by the Trustees before deciding on the question of removal. The Trustee whose removal is under discussion shall not have the right to participate or vote in such proceedings.

POWERS OF THE TRUSTEE:

15. The Trustees have the power.
 - (a) To establish, run, maintain and close down institutions for the purpose of achieving the objects of the Trust.
 - (b) To promote schemes for furthering the objects of the Trust.
 - (c) To receive gifts, donations, offerings and to raise loans for achieving or furthering the objects of the Trust.
 - (d) To purchase, acquire, lease, exchange, sell, mortgage and otherwise deal with an immovable property to the Trust.

PRINCIPAL
 Smt. Pushpa Shamanur Mahalingappa
 CBSE Residential School,
 DAVANGERE

SHAMANUR EDUCATION TRUST (R)

MANAGING TRUSTEE/TRUSTEE

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PRINCIPAL

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SHAMANUR EDUCATION TRUST (R)

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MANAGING TRUSTEE/TRUSTEE



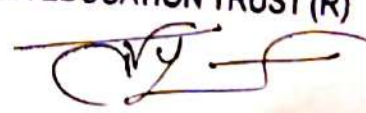
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- (e) To frame rules and regulations for the conduct of the activities of the Trust and of any institution or scheme of the Trust, for determining and regulating the service conditions of the employees of the Trust or of the employees of any institution managed by the Trust and for implementing any scheme promoted by the Trust. All such rules and regulations shall be framed, amended or repeated by a resolution of the Trust.
- (f) To appoint person for the purpose of running any activity of the Trust and to fix their salaries or remuneration's and allowances, duties and obligations.
- (g) To delegate powers to any of the Trustees of the Trust or to any office bearer or to any other committee appointed by the Trust and
- (h) To do all other acts, deeds and things as may be necessary for the purpose of furthering the objectives of the Trust.

MEETINGS OF THE TRUST:

- 16. The Managing Trustee or any two Trustees may call for a meeting of the Trust by giving a notice in writing at least seven days prior to the proposed date of the meeting.
- 17. The notice shall indicate the date, time and place of the meeting and the subject or subjects proposed for discussion and or resolutions proposed to be passed. The notice shall be signed by person or persons calling the meeting. The notice shall be served on all Trustees personally or by post, courier, or other means of communications at least seven days prior to the date of the proposed meeting.
- 18. The quorum for the meeting of the Trustees shall be $\frac{2}{3}$ rd with a minimum of two trustees.


PRINCIPAL
t. Pushpa Shamanur Mahalingappa
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SHAMANUR EDUCATION TRUST (R)

MANAGING TRUSTEE/TRUSTEE

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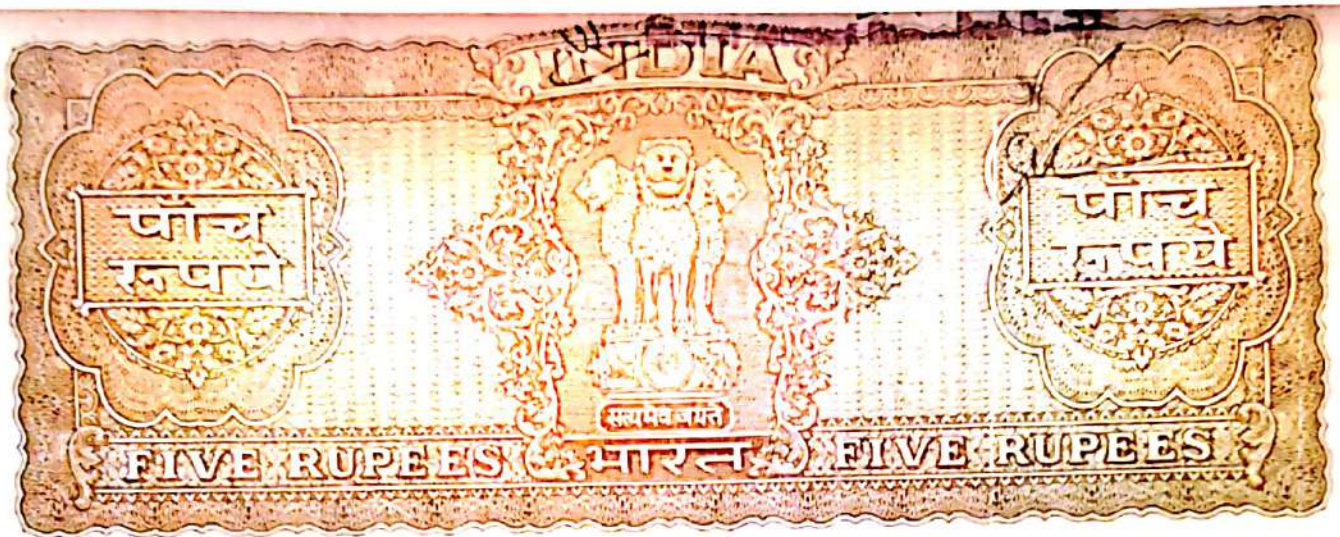
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PRINCIPAL
Smt. Pushpa Shamanur Mahalingappa
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SHAMANUR EDUCATION TRUST (R)


MANAGING TRUSTEE/TRUSTEE



19. Proceedings of every meeting of the Trustees shall be recorded in writing or by other mechanical or electronic means by any Trustee or other person as instructed by the Managing Trustee or the person who presides over such meeting.

RESOLUTIONS OF THE TRUST:


20. Every meeting of the Trustees shall be presided over by a Trustee elected for such purpose by the Trustees present at the time fixed for commencement of the meeting.
21. Resolutions passed in a meeting of the Trustees shall be separately recorded and given serial numbers and the original record of such resolutions shall be signed or authenticated by the Trustee participating in the meeting as soon as practicable. Such record shall be mentioned and preserved by the Managing Trustee or such other person authorised by the Managing Trustee in the office of the Trust or as otherwise directed by the executive committee. Every Trustee is entitled to obtain copies of the resolutions free of cost.
22. Every resolution of the meeting of the trustees except special resolutions as prescribed in the succeeding clause is deemed to have been passed and be effective if a majority of the Trustees present and voting having supported the resolution.
23. 'Special Resolution' means a resolution passed in a meeting of the Trustees where not less than two third of the Trustees present and voting have supported the Resolution.
24. A special resolution is required to be passed in a meeting of trustees for the following purposes.


PRINCIPAL
Pushpa Shamanur Mahalingappa
CBSE Residential School,
DAVANGERE


SHAMANUR EDUCATION TRUST (R)


MANAGING TRUSTEE/TRUSTEE

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PRINCIPAL
Smt. Pushpa Shamanur Mahalingappa
CBSE Residential School,
DAVANGERE

SHAMANUR EDUCATION TRUST (R)

MANAGING TRUSTEE/TRUSTEE



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- (a) for amending the Trust Deed
- (b) for borrowing money in excess of Rs.10,00,000.00 (Rupees Ten Lakhs only) in any single financial year.
- (c) for alienating any immovable property of the Trust.
- (d) for removal of a Trustee from the office of the Trust.
- (e) for dissolution, merger or amalgamation of the Trust.

ADMINISTRATION OF THE TRUST:

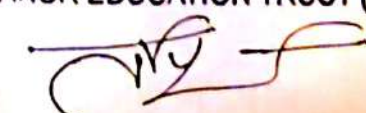
- 25. The day to day activities of the Trust shall be administered by the Managing Trustee.
- 26. The Trustees for life shall in their first meeting of the Trust select and appoint the Managing Trustee of the Trust from among the Trustees.

POWERS AND FUNCTIONS OF THE MANAGING TRUSTEE:

- (a) to manage and administer the Trust and Trust properties and the institutions and organisations promoted by the Trust.
- (b) To formulate and carryout projects and activities of the Trust.
- (c) To employ, engage and appoint persons, firms companies and other bodies to conduct, manage the activities and properties of the Trust and fix and pay their remuneration.
- (d) To raise loans for and on behalf of the Trust for the purpose of any project or activity of the Trust or any institution or organisation promoted by the Trust.
- (e) To provide security of Trust property for any loan subject to the condition that for providing security of immovable property of the Trust, a special resolution by the meeting of Trustees is a pre-requisite.


PRINCIPAL
mt. Pushpa Shamanur Mahalingappa
CBSE Residential School,
DAVANGERE

SHAMANUR EDUCATION TRUST (R)


MANAGING TRUSTEE/TRUSTEE

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PRINCIPAL

Cmt. Pushpa Shananur Mahalingappa
CBSE Residential School,
DAVANGERE

SHAMANUR EDUCATION TRUST (R)

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MANAGING TRUSTEE/TRUSTEE



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- (f) To enter into any agreement with any person, firm, company, society or other bodies, Government, local bodies, authorities, boards and other entities and to authorise any one or more officers or employees of the Trust to sign such agreements or deeds.
- (g) To initiate, prosecute or defend legal proceedings on behalf of the trust, to authorise an office bearer to sign pleadings and to engage counsels and to fix and pay their fees.
- (h) To incur expenditure for the trust activities and related matters.
- (i) To open and operate accounts with banks, co-operative societies, post-offices or other institutions and to transfer or close such accounts.
- (j) To purchase, sell, pledge, invest in or otherwise deal with any securities on behalf of the Trust and to authorise one or more officers or employees to sign on the necessary documents for such purpose.

RESIGNATION:

1. Any Trustee may resign as a Trust by submitting a resignation in writing to the Managing Trustee or the other Trustees.

ACCOUNTS AND RECORDS:

2. The accounts of the Trust shall be maintained by the Managing Trustee or any officer or employee authorised by the Managing Trustee for maintaining daily cash books, ledger of income and expenditure etc., issuing receipts, vouchers and preserving Bills etc.,
3. All accounts of the Trust with Banks, financial institutions and other outside agencies shall be operated by the Managing Trustee or any one or more officers or employees authorised by the Managing Trustee.


PRINCIPAL
Smt. Pushpa Sharanur Mahalingappa
CBSE Residential School,
DAVANGERE

SHAMANUR EDUCATION TRUST (R)


MANAGING TRUSTEE/TRUSTEE

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13 JAN 2003

A. K.

PRINCIPAL
Smt. Pushpa Shanmug Mahalingappa
CBSE Residential School,
DAVANGERE

SHAMANUR EDUCATION TRUST (R)

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MANAGING TRUSTEE/TRUSTEE



- (f) To enter into any agreement with any person, firm, company, society or other bodies, Government, local bodies, authorities, boards and other entities and to authorise any one or more officers or employees of the Trust to sign such agreements or deeds.
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RESIGNATION:

1. Any Trustee may resign as a Trust by submitting a resignation in writing to the Managing Trustee or the other Trustees.

ACCOUNTS AND RECORDS:

2. The accounts of the Trust shall be maintained by the Managing Trustee or any officer or employee authorised by the Managing Trustee for maintaining daily cash books, ledger of income and expenditure etc., issuing receipts, vouchers and preserving Bills etc.,
3. All accounts of the Trust with Banks, financial institutions and other outside agencies shall be operated by the Managing Trustee or any one or more officers or employees authorised by the Managing Trustee.

PRINCIPAL

Smt. Pushpa Shamanur Mahalingappa
CBSE Residential School,
DAVANGERE

SHAMANUR EDUCATION TRUST (R)

MANAGING TRUSTEE/TRUSTEE

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21/89-90

13 JAN 2003

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PRINCIPAL
Smt. Pushpa Shanmur Mahalingappa
CBSE Residential School,
DAVANGERE

SHAMANUR EDUCATION TRUST (R)

[Handwritten signature]

MANAGING TRUSTEE/TRUSTEE



4. The Managing Trustee shall make available all books of accounts, statements and vouchers to the Trustees at the time of the meeting of the Trust and to the internal auditor whenever required.
5. The accounts of the Trust shall be audited by an Internal Auditor who will be appointed annually by the Trustees. The Internal Auditor shall inspect the accounts and submit a report atleast once in a year to the Trustees.
6. Apart from the internal audit, an external audit as may be required under the law for the time being in force shall be conducted and the Trustees shall appoint such auditors wherever necessary and fix and pay their fee and expenses.
7. All other records and correspondence of the Trust shall be conducted, maintained and preserved by the Managing Trustee or any other officer or employee authorised by the Managing Trustee. Any other Trustee may perform the functions of the Managing Trustee during the absence of the Managing Trustee.

POWER TO REMOVE DIFFICULTIES:

8. The Trustees have the power to waive any rule or regulation for a limited period subject to the overall powers of the Trustees.

AMENDMENT OF TRUST DEED:

9. The Trustees may by a special resolution amend, substitute, any provisions or clauses of and insert new provision or clauses to this Trust Deed.
10. No amendments to the Deed and Rules and Regulations shall be made which may prove to be repugnant to the provisions of Sub-section 2(15), 11, 12, 13 of Section 80(G) of the Income Tax Act 1961. However, no amendments shall be carried out without the prior approval of the Commissioner of Income Tax, if the Trust avails of the benefit under the said section.

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SHAMANUR EDUCATION TRUST (R)

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MANAGING TRUSTEE/TRUSTEE

PRINCIPAL

mt. Pushpa Shamanur Mahalingappa
CBSE Residential School,
DAVANGERE

[Handwritten signature]
A. N. Choudhary
Dated: 27/8/91




PRINCIPAL
Smt. Pushpa Shamanur Mahalingappa
CBSE Residential School,
DAVANGERE

SHAMANUR EDUCATION TRUST (R)


MANAGING TRUSTEE/TRUSTEE

**APPLICATION OF FUNDS, INVESTMENT AND BENEFITS:**

11. The income of the property of the Trust, howsoever derived, shall be applied solely towards the promotion of the objects of Trust as set forth in the deed and no portion thereof shall be paid or transferred directly or indirectly by way of dividends, Bonus or otherwise, to the Trustees of the Trust or to any person claiming through any of the Trustees provided nothing herein contained shall prevent the payment in good faith of reasonable or proper remuneration to any officers, servants, attendants or employees of the Trust or to any Trustees or any person in return of his service actually rendered to are expenses incurred for the work of the Trust. No Trustee shall be appointed to any salaried office of the Trust.
12. For any matter for which no specific provision is made in this deed the provisions of Indian Trust Act of 1992 shall apply to that extent.
13. The funds of the Trust may be invested in the notes specified under provision of Section 13(1) (d) read with Section 11(5) of Income Tax Act 1961.
14. The benefits of the Trust shall be open to all irrespective of caste, language or religion.
15. The Trustees are not entitled for any salary or other remuneration. Actual expenses incurred by any trustee for attending a meeting and for any other work of the Trust may be reimbursed to the Trustee.

DISSOLUTION:

16. In the event of dissolution or winding up of the Trust the assets remaining as on the date of dissolution shall be under circumstances be distributed among the Trustees, but the same shall be transferred to another charitable Trust, Society, Association or Institution whose objects are similar to those of this Trust.


PRINCIPAL
mt. Pushpa Shananur Mahalingappa
CBSE Residential School,
DAVANGERE

SHAMANUR EDUCATION TRUST (R)


MANAGING TRUSTEE/TRUSTEE

Page No. 21/89, 5/11/15, Page 3/21
H. S. Mahalingappa
Total amount received during the year 10/11/2015



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PRINCIPAL
Smt. Pushpa Shamanur Mahalingappa
CBSE Residential School,
DAVANGERE

SHAMANUR EDUCATION TRUST (R)

MANAGING TRUSTEE/TRUSTEE



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17. The assets and liabilities of the Trust may be merged or amalgamated with any other Trust with similar objects by a special resolution of the Trustees. If the Trust has availed benefits under Section 80 G of the Income Tax Act prior consent of the Commissioner of Income Tax shall be obtained before giving effect to such merger or amalgamation.

In witness whereof the Author and the Trustees have set their hands to this Deed of Declaration of Trust at Davangere on the day, month and year first above mentioned.

WITNESSES:

- 1) *Jomathukon*
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