# Certified that a sum of Rs. 500 (Rupees Five Hundred only only) has been paid by Sri/Smt\_Dr.Veeranna Sajjan s/o d/o w/o A.V.S. Education TRUST Shimoga residing at SHIMOGA towards Karnataka Stamp duty.

Br. Name SHIMOGA-4132

Date: 14 JULY 2003

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FOR STATE BANK OF MYSORE SEAL

Signed
Proper Officer/ SS number
Sealed STATE BANK OF MYSORE
SHIMOGA MAIN BRANCH

Book No. 1V Serial No: 53

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### A.V.S. EDUCATION TRUST O.T Road, SHIMOGA

#### TRUST DEED

The TRUST named "A.V.S EDUCATION TRUST" is established on this the Fourteenth day of July month, Year Two Thousand Three (14-07-2003) by Dr. A. Veeranna Sajjan, aged 56, son of Sri Ajjappa residing at O.T. Road, Shimoga to fulfil the objectives more particularly set out hereunder. (Hereinafter referred to as the **SETTLOR**)

WHEREAS THE SETTLOR above named has settled a sum of ₹ 4,999-00 (Rupees Four Thousand Nine Hundred Ninety-Nine Only) as a fund, as a corpus to the foregoing TRUST.

The SETTLOR hereby conveys, transfers and assigns to the **TRUSTEES** the forgoing sum of 4,900-00 (Rupees Four Thousand Nine Hundred Only) as a fund, as corpus to the **TRUST**, the receipt of which, the **TRUSTEES** do hereby admit and acknowledge.

The SETTLOR of the TRUST hereby conveys, transfers, assigns to the TRUSTEES the accepts and properties mentioned in the Schedule hereunder, the possession of which the TRUSTEES hereby admit and acknowledge, to have and to hold the same in TRUST as

Signed by Dr. A Veeranna Sajjan

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ADVOCATE & NOTARY PUBLIC

PRINCIPAL

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GANTEKANIVE, M. C. Halli (P),

Tarikere Tq., Chikmagalore Dist.

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 in the said assets and properties or fund forming the subject matter of the TRUST.

# THEREFORE THIS INDENTURE WITNESSETH AS FOLLOWS:

1. Name of the TRUST: The name of the TRUST is "A.V.S EDUCATION TRUST". The Office of the foregoing TRUST is situated in O.T. ROAD, SHIMOGA OR the other specific places of SHIMOGA City mentioned by the TRUSTEES.

## The objects of the TRUST are:

- To establish, run and develop the schools, collegés, and educational institutions for the benefit of public irrespective of caste, creed, sex or religion.
- 2) To organize and run residential educational programme.
- 3) To provide grants, scholarships, fellowships, prizes, medals, awards and other forms of financial assistance to the needy and deserving students.
- 4) To arrange and organise the various activities to encourage the sports in students for the benefit of Physical as well as Mental development.
- 5) To establish and run library for students and public. 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 which will assist or promote the objects of the TRUST.
- 6) To establish and run shelter for aged, disabled, widows as well as for homeless.
- 7) To establish marriage centres to conduct mass marriage for the benefit of public.
- 8) To establish educational & recreational facilities to the orphan children and also for the visual impaired children.
- To establish, manage maintain and run homes, institutions for the welfare and relief of the poor handicapped, old, orphans, widows, Girls, working womens' children, etc.

10: To identify and honour the personalules dedicated for social service

Signed by Dr. A Veeranna Sajjan



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- 11) The financial year of the TRUST shall be from April 01st and 31st March of the following year. 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. The above said accounts of the TRUST shall be annually audited by a Chartered Accountant.
- 12) The funds of the TRUSTs shall be invested in the modes specified under the provisions of section13 [1][d]read with section11[5] of the income tax act of 1961 and as amended from time to time.
- 13) If any alteration or amendment is necessary, the same shall be affected through supplementary deed/deeds with the previous approval of the Commissioner of Income Tax without violating the provisions of Section 2(15), 11, 12, 13 and 80G of Income Tax Act 1961.
- 14) In the event of dissolution of the TRUST, the entire TRUST funds shall be realized and first be used for payment of liabilities of the TRUST. The assets left if any, shall be disbursed to any other TRUSTs, and in no event it shall be distributed in any manner, to any of the Board of TRUST or their relatives or related concerns or to the SETTLOR.
- 15) The TRUST is established for the benefit for the humanity as al and the class of people mentioned above without discrimination of caste, religion, creed or sex.
- 16) To obtain or accept grants, subscriptions, fees, donations, gifts, bequests, loans and properties, both movable and immovable, from Governments, NGO or from any persons, for the purposes of the TRUST;
- 17) Purchase, use, and disposal of property, building, furniture, other equipment, etc., by way of rent, lease, lease or any other means. Construction of temple, theater, community hall, tutorials, etc.
- 18) the income and the properties of the TRUST is solely utilized towards the 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
- 19) to carry the other necessary works for the purpose of TRUST.

3. This TRUST is not allowed to be revoked.

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RUDT Property - Along with sum of ₹ 4,999-00 (Rupees Four Thousand Nine Ninety Nine Only) given by the SETTLOR which is the property of the TRUST,

Signed by Dr. A Veeranna Sajjan



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and all future proceeds of donation, donations, cash or material proceeds assets are collectively known as TRUST property.

- 5. The TRUSTEES shall administer in accordance with the terms and conditions of this TRUST deed
- 6. Board of TRUST:
- (A) the above said SETTLER has appointed the following members as the first TRUSTEES.

1.	Dr. A. Veeranna Sajjan bin Ajjappa, O.T. Road, Shimoga.		SETTLOR TRUSTEE
2.	C.S. Suresh Bin Shivakumar, Suresh Photo Studio, Durgigudi, Shimoga.	Age 29 Years Old	TRUSTEE
}.	Mrs. Dakshayniamma Co. A.V. Sajjan, O.T. Road, Shimoga	Age 50 Years Old	TRUSTEE
1.	Shivakumar C.R. Sri Color Lab, Nehru Road, Shimoga	Age 63 Years Old	TRUSTEE
),		Age 62 Years Old	TRUSTEE

- (B), the above 5 TRUSTEES are lifelong TRUSTEES. The remaining TRUSTEES shall be entitled to appoint their successors to the positions of TRUSTEES who have resigned, for reasons of resignation, mental or physical disability, or death.
- 7. Duties of the TRUSTEES The Board of TRUST shall have the following duties and obligations in keeping with the general powers -
- (1) taking effective action to enforce the objectives of the TRUST.
- (2) To Appoint the administrators, teachers, managers, clerks, consultants, agents, and other workers on the basis of suitable remuneration, dismiss from service and: or terminate their service.
- (3) To raise funds in such a way as to give to charity, charity, donation, deposit etc. in a manner which is not contrary to the objectives of the TRUST. Obtaining secured or union gired hower, and browing or leading the reserve of the TRIEST in this respect or

objective them to any lien.

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Signed by Dr. A Veeranna Sajjan

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- (4) Money from the TRUSTs shall be deposited in any Nationalized or Scheduled Banks in terms of section 11 and 13 of the Income Tax Act, 1961.
- (5) Obtaining, leasing and disposing of property necessary for the use of the TRUST, renting any property with the appropriate terms, obtaining rent and terminating or continuing rental obligations.
- (6) Expenditure and taxes and other expenses necessary for the protection and / or maintenance of the TRUST's assets.
- (7) The TRUSTEE has the authority to assert, pursue, award arbitration proceedings, file arbitration proceedings before the government, tribunal, local bodies, railway, postal, insurance, revenue or other departmental tribunals, etc.

NOTE: - (1) The MANAGING TRUSTEE has the right to exercise any or all of the foregoing power

- 8. Audit—The board of TRUST shall keep accurate and correct accounts of all income and expenditures of the TRUST. The TRUST's year begins on April 1 and ends on March 31 of the following year. An affidavit should be obtained after the audit by the Chartered Accountant on the basis of report of income & expenses and assets liabilities of the respective year.
- 9.Bank Account The Board of TRUST shall open the accounts in the name of the TRUST at any of the banks. And they are to be dealt with by the Managing TRUSTEE.
- 10. Loss Exemption TRUSTEES are exempted from all losses for all acts of faith and goodwill. The TRUSTEES must do all their work without remuneration. The TRUSTEE's work is only entitled to the cost of the work and the expenses of the trip. However, this TRUST cannot be held liable for the transaction done by any TRUSTEE personally.
- 11. The Managing TRUSTEE shall call meetings from time to time and shall write down their conduct.
- 12. All TRUSTEES are bound by the majority decision taken at the TRUSTEES' Meeting. The TRUST is committed to the work of any TRUSTEE under authority authorized by the TRUSTEES.
- 13. Managing TRUSTEE First TRUSTEE Dr. A. Veeranna Saijana is a Permanent Managing TRUSTEE. The rest of their TRUSTEES shall elect one of them to be the managing TRUSTEE. The MANAGING TRUSTEE is the executive Officer. He/ she has the following duties and responsibilities -

Signed by Dr. A Veeranna Sajjan



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- (1) representing and dealing with courts, banks, government and other organizations.
- (2) Conduct deed transactions on behalf of the TRUST. Exercising the duties of the foregoing section 8 of the Board of TRUST, and performing any other duties as may be necessary.
- (3) Calling the Board of TRUST, presiding and writing the minutes.
- (4) Receiving the money deposited to the TRUST, issuing the receipts and distributing the funds to the TRUST.
- (5) keeping accurate and correct accounts and being audited by the chartered accountant.
- (6) The account books and registers are in their possession and are responsible for their safety.
- (7) Doing other work related to the administration of the TRUST.
- 14. Dismissal: If any TRUSTEE is acting against the interests of the TRUST or misappropriates the TRUST's money, the board of TRUST may terminate the TRUSTEE by giving the TRUSTEE at least 7 days to explain to the TRUST.
- 15. Imprint—A seal bearing the frame of the TRUST shall be in the possession of the managing TRUSTEE. The paper shall be signed by the Managing TRUSTEE by attaching this seal to the papers which may be written by the TRUST.
- 16, Sub-Provisions: The Board of TRUST shall create, modify, or make sub-provisions concerning the administration of the Board of TRUST and its respective entities in a manner that does not conflict with the purposes of this TRUST and the terms of this TRUST Deed.
- 17. Sub-Committees:- The Managing TRUSTEE may appoint Sub-Committees when necessary and delegate any of their functions. But the functions of the sub-committees and the conduct of such meetings shall be recorded at the next meeting of the Board of TRUST and reviewed.
- 18. Amendment By a majority TRUSTEES are empowered to change rules in a manner that they not could be with the objective of the TRUST.

Signed by Dr. A Veeranna Sajjan

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19. Dissolution:- If the TRUST terminates or dissolves the TRUST for any reason, the entire TRUST funds shall be realized and first be used for payment of liabilities of the TRUST. The assets left if any, shall be disbursed to any other TRUSTs, and in no event it shall be distributed in any manner, to any of the Board of TRUST or their relatives or related concerns.

20. As a proof of this, The SETTLOR has signed on the above mentioned date. The cost of the property of this TRUST is sum of ₹ 4,999-00 (Rupees Four Thousand Nine Hundred Ninety-Nine Only).

Signed by Dr. A. Veeranna Sajjan SIGNATURE OF SETTLOR

Witnesses:-

1. Signed by
Anand S. Yadehalli,
B.Com., LL.B., A.C.A.,
Chartered Accountant,
1st Cross (B), Gandhinagar

SHIMOGA - 577 201.

2. Signed by
(D.P. VISHWANATH)
GANDHARVA
MEN'S TEXTILE SHOWROOM
BASAYASADANA COMPLEX
NEHRU ROAD SHIMOGA

· Prepared by:-

Signed by

S.V. SOMASHEKARA BHATTA

L.N: 46/88/SHIMOGA





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Tarikere To., Chikmagalore Dist.

Shri <u>Dr. Veeranna Sajjan</u> On date <u>14/07/03</u>, at <u>11-00</u> A.M was present at the Office of Sub-Registrar, SHIMOGA

Signed by Dr. A Veeranna Sajjan

Photo of Dr. A. Veeranna Sajjan

Attested by SUB-REGISTRAR OFFICER, SHIMOGA

The fee has been collected under the following heads

Registration Fee	200	
Photo Copy Fee	10	
Endorsement Fee	10	
scellaneous Fee	80	
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Total	300	

Signed by SUB-REGISTRAR OFFICER, SHIMOGA

Registered at Serial No. 53

Lagree that this document was written and given

in book no. IV, Volume no. 123

on page 39-45 in the year 03-04

Signed by

Date 14.07.03

Sub Registrar

Signed by Dr. A Veeranna Sajjan

Round Seal: The Seal of the Sub-Registrar, Shimogga

or Identification

Signed by C.R. SHIVAKUMAR, Sri Raghavendra Nilaya, Lakshmipura Vinodnagar Shimoga N.K. SATHYA NARAYANNA,

Arjun Tailor Jail Road Shimoga

Signed by SUB-REGISTRAR OFFICER, SHIMOGA

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