Deed of Declaration of SHAKTHI EDUCATION TRUST

This DEED OF DECLARATION OF TRUST is executed on this the 30th day of April 2016 by:-

- 1) MR. SANJITH NAIK, aged 42 years, s/o Mr. K. Chandrashekar Naik, residing at T2, Classique Signature, Alvares Road, Kadri, Mangalore-2;
- 2) DR. MURALIDHAR NAIK V, aged 61 years, s/o late Seetharam Naik, residing at 'Akashmahal', Opp: Manipal School, Attavar, Mangalore-575001; Hereinafter together called 'FOUNDERS OF THE TRUST'

WHEREAS, the Founders of the Trust are desirous of creating an educational trust and executing the requisite Deed of Trust setting forth terms and conditions and provisions thereof for the proper, permanent and efficient administration of the Trust.

AND WHEREAS this Trust Deed is being entered into and same shall witness as follows:-

1) NAME OF THE TRUST:

The name of the Trust shall be "SHAKTHI EDUCATION TRUST' hereinafter referred to as the Trust.

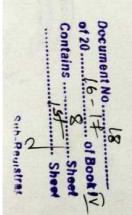
2) ADDRESS:

The Office of the Trust shall be situated at Door No.3-E-13-1098/8, Classique Pride, III floor, Bikarnakatta, Mangalore-575 005, or such other place or places as may be decided by The Trustees from time to time.

3) AIMS AND OBJECTIVES OF THE TRUST:

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The Aims and objectives of the Trust shall be any of the following;



ಕರ್ನಾಟಕ ಸರ್ಕಾರ ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ ಸಂಜೀತ್ ನ್ಬಾಕ್, ಬಿನ್ ಕೆ ಚಂದ್ರಶೇಖರ್ ನ್ಬಾಕ್ . , ಇವರು 1000.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವದನ್ನು ದೃಡಿಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
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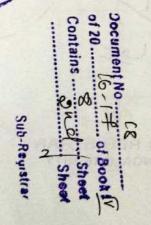
SUB REGISTRAN MANGALORE GITY ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ (ಮಂಗಳೂರು ಸಿಟಿ)

Designed and Developed by C-DAC .ACTS Pune.



- (a) To establish and administer and also to take over educational institutions, Schools, colleges including colleges for Medical and para-medical courses/sciences, Engineering and Technology, as institutions of linguistic minority of persons whose mother tongue is Tulu, providing education in Arts, Science, commerce, fine arts and crafts, promote sports and Athletics and vocational education, institutions of research in all branches of knowledge and admission of students and appointment of teachers in such institutions not restricted to persons of any caste, religion and language.
- (b) To train and equip the deserving students so as to enable them to be self supporting in an honourable and decent way of life and develop into good, healthy and progressive citizens.
- (c) To engage teachers, professors, instructors and experts of good moral character capable of imparting efficiently and economically up-to-date instructions to students in modern science, arts, industrial avocation, research work, intellectual and other usual educational pursuits.
- (d) To establish, maintain and run board houses and residential accommodation for students and those connected with the institutions.
- (e) To accept donations, grants, presents, gifts and other offerings and to deal with the same for the purpose of the Trust.
- (f) To accept deposits, on interest, which will be fixed by the board of trustees from time to time or otherwise.
- (g) To establish and administer Libraries and Readingrooms, Yoga Centers, Counseling Centers, Training Centers, Rehabilitation centers and research institutions.
- (h) To charge moderate tuition fees and otherwise recoup themselves for the outlay and expenses incurred in the up keep and maintenance of the institutions established or to be established under this DEED.
- (i) To give scholarships, awards, stipends, honoraria to promote education and research work in arts and science.
- (j) To provide financial assistance for educational purposes including refundable interest free loans to the needy for the purpose of education.

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Print Date & Time: 30-04-2016 10:33:20 AM

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ಸಬ್ ರಜಿಸ್ಟ್ರಾರ ಮಂಗಳೂರು ೩ಟಿ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 30-04-2016 ರಂದು 10:25:00 AM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

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- (k) To support and render financial assistance to Charitable, educational causes, institutions, organisations, Trust/ Societies in the form of donations, loans or otherwise in such terms as may be deemed fit or which in the opinion will help the realisation of all or any of the objectives of the Trust.
- (I) To adopt children who are deprived of their legitimate rights and educate them either in the educational institutions of the trust or in any other educational institutions by meeting the consequent expenses.
- (j) To associate with and help other institutions and individuals having similar aims and objectives.
- k) To carry on the activities helpful to the society in the field of Social awareness and Social welfare programs.
- (I) To conduct any other activity, which may fall within the ambit of charitable purpose as defined in the Income Tax Act, 1961, as amended from time to time.
- 4) The founders of the Trust shall be the Founder Trustees and shall hold the office of trustees for life. The first Trustee Mr. Sanjith Naik shall be the Managing Trustee of the Trust. Any other persons can be nominated as a trustee by the consent of the founder trustees present in a meeting of the trust for which a notice shall be given intimating the name of the person who is proposed to be nominated as a trustee. The total member of the trustees, including the Founder Trustees shall not be more than seven.
- 5) a) The Trustees herein form the Board of Trustees and the first Trustee viz. Mr. Sanjith Naik shall be the Managing Trustee. In case the office of the Trustee is vacant for any one or more reasons mentioned at clause 6 here below, the other Trustee may fill such vacancy to hold office till the next meeting of the Trustees.
- b) The meeting of the Board of Trustees shall be held at least once in three months and shall be called by the Managing Trustee within not less than seven days notice. The Managing Trustee shall subject to the control and supervision of the Board of Trustees, be in charge of the execution of the decisions taken by the Board of Trustees and he shall issue notices and agenda of the meeting, maintain minutes of meeting and also maintain such other records belonging to the Trust.

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ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ನಿಳಾಸ	ಸಕಿಂ
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4 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು ನೆಂಬರ MGC-4-00018-2016-17 ಆಗಿ ಸಿ.ಡಿ. ನೆಂಬರ MGCD521 ನೇ ದ್ದರಲ್ಲಿ ದಿನಾಂಕ 30-04-2016 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

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MANGALORE CITY

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- c) The Trustees shall be in charge of the monies realised, donations and endowments received and shall invest them in such of the Scheduled and Nationalised Banks or in any other institutions or Company as may be named by the Board to invest the same at the direction of the Board of Trustees in the manner prescribed in clause 13 herein below. The Managing Trustee shall maintain accounts and vouchers for all receipts and payments and maintain such other books of account and records as may be directed by the Board of Trustees. The Trust shall maintain serially numbered receipt books to be produced to the Income Tax Department whenever called for.
- 6) A Trustee shall be deemed to have vacated his office in the following circumstances:
 - i) Death;
 - ii) Insanity;
 - iii) Adjudication as an insolvent; or on an application to be adjudged as an insolvent.
 - iv) Being sentenced to fine by a criminal court for offences involving moral turpitude;
 - v) Resignation after acceptance of the post of Trustees;
 - vi) Absence without leave of the Board for three consecutive meetings.

On such a vacancy arising, it shall be lawful for the remaining trustee to nominate suitable person/s as trustee/s to the Board of Trustees.

- 7) BANK ACCOUNTS of the Trust shall be operated by the Managing Trustee or any other Trustee who may be so authorised in that behalf by a resolution of the Board of Trustees.
- 8) THE ACCOUNTS of the Trust shall be closed on 31st March of each year to a Receipt & Payment Account, Income and Expenditure Account and Balance Sheet. These accounts shall be audited by a Chartered Accountant to be appointed by the Trustees. The audited statement of accounts as mentioned above shall be placed before the board of Trustees for their approval not later than six months from the closure of accounting year.

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9) POWERS OF THE TRUSTEES:

The Trustees shall have following powers:

- a) To employ such staff as may be necessary and to regulate, promote, suspend or terminate their services.
- b) To obtain in the name of Trust and for the Trust any movable or immovable property by purchase, gift, lease, hire, grant or exchange.
- c) To open current accounts, savings bank account or other accounts in scheduled, co-operative or nationalised banks, to arrange operation of the accounts as mentioned at clause 7 supra and also to close the account or accounts if necessary.
- d) To raise funds by loans for the purpose and necessities of the Trust without security or on security of the properties of the Trust.
- e) To construct buildings and to improve, alter, repair or extend any buildings for the Trust.
- f) To invest subject to clause 13 of this Deed or donate the funds of the Trust to proper manner in accordance with the objects of the Trust and
- g) To incur necessary expenses for carrying out the objects of the Trust.
- 10) In furtherance of the aims and objectives mentioned at clause 3 supra, funds may be raised by subscription or donations or by other means including leasing, mortgaging, selling or otherwise disposing of the property belonging to the Trust or proportion thereof, or receive endowments, cash or securities, movable or immovable properties to construct building to lease them for short periods, to acquire or to sell properties and to do all such things as may be necessary or deemed fit by the Board of Trustees for carrying out the aims and objects of the Trust.
- 11) A sum of ₹5,000/- (rupees five thousand only) settled on the Trust by the Founders of the Trust shall form the original Corpus of the Trust

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12) RULES:-

The Board of Trustees shall frame rules and regulations for the procedure and conduct of the business, requisition of special meetings including decisions by circulation in emergent cases, discipline and control, scales of pay and conditions of service of the officials and servants of the trust etc. No rules or regulations shall be framed, varied, amended or rescinded without the majority decision of the Board of Trustees present at a duly constituted meeting. The Board of Trustees shall consist of all the trustees and quorum of the trustees shall be two. The persons to be nominated shall have attained the age of majority and office of the trustees shall be honorary.

13. INVESTMENT OF FUNDS:-

The funds of the Trust shall be invested in modes specified under Section 13(1)(d) read with Section 11(5) and also any other applicable provisions of the Income Tax Act, 1961, as amended from time to time.

14. VOTING:

In all matters connected with the Trust and its administration, the decision of the majority of the Trustees taken at a duly constituted meeting shall be binding on the Board of Trustees. In case of a tie, the Managing Trustee shall have an additional deciding vote, which may be exercised by him along with the one vote he has, as a member of the Board of Trustees. The Board of Trustees may also delegate the powers of the Board to one or more of the Trustees by resolutions passed by the majority of Trustees.

15. ARBITRATION:

Disputes, if any arising out of the interpretation of any of the clauses of this Deed or relating to any of the affairs of the Trust, shall be referred to and settled by arbitration as provided under the Indian Arbitration Act for the time being in force. It shall not be competent for any party to take any matter to a Court of Law for relief without first referring the same to arbitration as provided in this clause.

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16. DISSOLUTION:

In the event of the dissolution of the Trust for any reason whatsoever the assets remaining with the Trust 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 are recognised under Section 80-G of the Income Tax Act, 1961 as amended from time to time. Under no circumstances, the properties of the Trust at the time of dissolution or at any other time shall be distributed among the Trustees and to the Authors of the Trust.

17. PERSONAL LIABILITY OF TRUSTEES:

The Trustees shall not be personally liable for anything done by them individually or jointly with other Trustees, in good faith and in the execution of the objects of the Trust.

18. INDEMNITY:

The Trustees shall be wholly indemnified against any expenses or losses incurred or suffered or for payment made by them in the execution of the object of the Trust and such losses or expenses shall be borne by the trust alone.

19. DOCUMENTATION:

The properties of the Trust (both movable and immovable) shall be held only in the name of the Trust. All documents and instruments to be executed on behalf of the Trust shall be executed in the name of the Trust by the Managing Trustee or by such Trustee or Trustees as may be specifically authorised by the Board of Trustees.

20. REVOCATION:

The Trust formed shall be irrevocable and neither the Founders of this Trust nor the Trustees or their legal representatives or successors shall have any right to revoke, rescind or cancel this Trust.

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21. AMENDMENTS:

The provisions of the Trust may be amended from time to time when necessary, so however, that the amendments are not inconsistent with the objects of the Trust and are not repugnant in any manner whatsoever to the provisions of Section 2(15), 11 to 13, or 80-G or any other relevant provisions 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 in matters affecting the claim for benefits arising under the provisions of the Income Tax Act.

- The benefits of the Trust shall be open to all, irrespective of caste, creed, sex or religion.
- The funds of the Trust shall be solely utilised for achievements of the objects and no portion of it shall be utilised for payment to Trustees by way of profit, interest and dividends etc.

IN WITNESS WHEREOF, We the Trustees named have signed this Deed of Trust, on the date, month and year first above mentioned, at Mangalore.

FOUNDERS OF THE TRUST

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ALVARES RD. KADRI MANGALORE 575002

Drafted by:

Gopala Maniyani U., Advocate,

No.101, City Plaza, Kodialbail, Mangalore - 575 003

12-7-16

DEED OF AMENDMENT TO 'SHAKTHI EDUCATION TRUST'

This Amendment Deed to the Deed of Declaration of Trust, is executed by;

'SHAKTHI EDUCATION TRUST' a registered Trust, having its office at Door No.3-E-13-1098/8, Classique Pride, 3rd floor, Bikarnakatta, Mangalore-575 005, represented by its duly authorized Managing Trustee, Mr. Sanjith Naik, aged 42 years, s/o Mr. K. Chandrashekar Naik, residing at T2, Classique Signature, Alvares Road, Kadri, Mangalore-2;

WHEREAS, the above Trust has been duly registered as per the Deed of Declaration of Trust dated 30-04-2016 in document No.18/2016-17, in Book-IV, on the file of Sub Registrar of Mangalore City.

AND WHEREAS, the above Trust has been formed for educational purposes and the objectives of the said Trust has been detailed in the said Deed of Declaration of Trust at clause No.3 covering page No.2 and 3. At page No.3, the alphabetic 'numbering' of last three objectives of the Trust, i.e (j), (k) & (I) has been repeated, which should have been '(m), (n) & (o)'. Further, the intention of the authors of the above Trust is to carry on activities of the said Trust within the territorial jurisdiction of India. But by oversight a specific recital to that effect has been omitted to be mentioned in the Deed of Declaration of Trust. Therefore the Board of Trustees of 'Shakthi Education Trust' has unanimously resolved to add by way of amendment a specific recital in the Deed of Declaration of Trust with regard to the territorial area of its activities, as per the Resolution passed by the Board of Trustees dated 07-07-2016.

NOW, THEREFORE, THIS DEED OF AMENDMENT is executed and witnesseth as follows:-

1) That, the Trustees of 'Shakthi Education Trust' hereby declare and confirm that, the aforesaid Deed of Declaration of Trust dated 30-04-2016, document No.18/2016-17, stands amended as follows:-

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ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ ಶಕ್ತಿ ಎಜುಕೇಷನ್ ಟ್ರಸ್ಟ್ ಇದರ ಮ್ಯಾನೇಜಿಂಗ್ ಟ್ರಸ್ಟಿ ಸಂಜೀತ್ ನ್ಬಾಕ್. ಬಿನ್ ಕೆ ಚಂದ್ರಶೇಖರ್ ನ್ಬಾಕ್ , ಇವರು 100.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವದನ್ನು ದೃಡಿಕರಿಸಲಾಗಿದೆ

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ಒಟ್ಟು :	100.00	Anna Chia Skan Danie Call

ಸ್ಥಳ : ಮಂಗಳೂರು ೩

ದಿನಾಂಕ : 12/07/2016

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(ಮಂಗಳೂರು ಸಿಟಿ)

Designed and Developed by C-DAC, ACTS Pune.



- a) That the alphabetic numbering of the last three objectives of the Trust at clause No.3 shall be re-numbered as 'm' 'n' and 'o' in the place of 'j', 'k' and 'l';
- b) The following clause stands added after sub clause 'o' to Clause No.(3) at page No.3;
 - "p) It is specified that, the activities of the Trust is restricted to the territorial jurisdiction of India".
- That, it is hereby further confirmed and declared that, the aforesaid Deed of Trust remains in full force and effect as amended by this Deed.

IN WITNESS WHEREOF, this Deed of Amendment of Trust has been executed on this the 12th day of July 2016 at Mangalore;

(Duly authorized Managing Trustee)

Witnesses:-

e) Sub-Registra

Sujatha Goful Notreal mangalotis

Drafted by:-

No.101, City Plaza, Kodialbail, Mangalore - 575 003

Print Date & Time: 12-07-2016 11:49:23 AM

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ: 73

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3	ಪರಿಶೋಧನಾ ಶುಲ್ಕ	35.00
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ಕ್ರಮ ಸಂಖ್ಯೆ	abitato .	ರ್ಭೇಟೊ	ಹೆಬ್ಬಿಟ್ಟನ ಗುರುತು	ಸಹಿ
1	ಶಕ್ತಿ ಎಜುಕೇಷನ್ ಟ್ರಸ್ಟ್ ಇದರ ಮ್ಯಾನೇಜಿಂಗ್ ಟ್ರಸ್ಟಿ ಸಂಜೀತ್ ನ್ಯಾಕ್, ಬಿನ್ ಕೆ ಚಂದ್ರಶೇಖರ್ ನ್ಯಾಕ್ . (ಬರೆಸಿಕೊಂಡವರು)			aux Jaw
2	ಶಕ್ತಿ ಎಜುಕೇಷನ್ ಟ್ರಸ್ಟ್ ಇದರ ಮ್ಯಾನೇಜಿಂಗ್ ಟ್ರಸ್ಟಿ ಸಂಜೀತ್ ನ್ಯಾಕ್. ಬಿನ್ ಕೆ ಚಂದ್ರಶೇಖರ್ ನ್ಯಾಕ್ . (ಬರೆದುಕೊಡುವವರು)			Juy Soul

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2	ನಯನ್ ಕೆ ವ್ಯಾಸ್ ಬಿನ್ ಕೆ. ಬಿ. ವ್ಯಾಸ್ ಕೊಡಿಯಾಲಬೈಲ್, ಮಂಗಳೂರು	W.K.UX

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4 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು ನಂಬರ MGC-4-00073-2016-17 ಆಗಿ ೩.ಡಿ. ನಂಬರ MGCD533 ನೇ ದ್ದರಲ್ಲಿ ದಿನಾಂಕ 12-07-2016 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

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