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SRI ADICHUNCHANAGIRI SHIKSHANA TRUST (R.)

Sri Adichunchanagiri Kshethra, Nagamangala Tq, Mandya Dist.

THE DECLARATION OF TRUST

Is made this 13th day of Dec., Nineteen hundred Seventy three by Sri Ramanandanatha Swamigalu, the Swamy and Peetadhikari of the Adichunchanagiri Mahasamsthana Mutt, Nagamangala Taluk, Mandya District, hereinafter referred to as the SETTLOR.

WHEREAS the SETTLOR is the SWAMY AND PEETADHIKARI of the **Sri Adichunchanagiri Mahasamsthana Mutt** (hereinafter referred to as the Mutt) and the property described in the SCHEDULE below (hereinafter referred to as the Schedule property) is the property belonging to the said Mutt over which the SETTLOR has full powers of ownership and disposal;

WHEREAS the MUTT is running and maintaining the institutions known as (1) Gangadhareswaraswamy Anathalaya (2) Gurukula Madhyamikasala and (3) Kalabhyraveswara Samskritha Patashala, at Adichunchanagiri for the benefit of the students of the locality; and

WHEREAS the income from the Schedule property is being utilised for the benefit of the aforesaid three institutions.

WHEREAS THE SETTLOR is desirous of making a permanent arrangement with regard to the said properties vis-a vis the said institutions and intends to assign the said property in TRUST for the purposes of the said institutions.

NOW, THIS DEED WITNESSED that the SETTLOR hereby conveys transfers and assigns to the BOARD OF TRUSTEES (hereinafter called the FIRST TRUSTEES) the aforesaid schedule property THE HOLD of the same for the use of the TRUST UPON THE FOLLOWING TERMS, namely :-

1. NAME OF THE TRUST : THE TRUST shall be called **Sri Adichunchanagiri Shikshana Trust**
2. AIMS AND OBJECTS : The aims and objects of the TRUST shall be.
 - a) To advance the cause of education and diffusion of knowledge without distinction of caste & creeds
 - b) To achieve that objects, to maintain, manage and run the existing institutions viz;
 - i) Gangadhareswaraswamy Anathalaya
 - ii) Gurukula Madyamikasala
 - iii) Kalabhyraveswara Samskritha Patashala
 - c) To start and run Nursery and Primary Schools.
 - d) To further advance the cause of education by establishing a Rural College for the benefit of the students of the surrounding areas ;
 - e) To provide free boarding and lodging for the needy students in the hostel ;
 - f) To establish, maintain and manage, hostels; library, reading room, gymnasium and play grounds for the benefit of the students studying in the above institution ;
 - g) To give loans, scholarships and other monetary benefits to the needy students studying in the higher classes.
 - h) To provide medical and health facilities to the people of the area by starting hospitals and dispensaries.
 - i) To do all such other lawful acts, deeds, other things as are incidental and conducive to the attainment of the above objects.
3. BOARD OF TRUSTEES : The TRUST shall have a BOARD OF TRUSTEES consisting of persons and no more the management of the TRUST.

Additional TRUSTEES not exceeding the maximum specified in clause 3 may be nominated by the FIRST TRUSTEES AS AND WHEN THEY CHOOSE.

4. The FIRST TRUSTEES hereby accept the TRUST.
5. The SWAMY AND PEETADHIKARI of the Mutt shall be the Chairman of the BOARD OF TRUSTEES.
6. (a) Any vacancy in the office of the TRUSTEES other than the Chairman by reason of death, resignation or disgratification shall be filled up by the remaining TRUSTEES.
 (b) A TRUSTEE who absents himself from three consecutive ordinary meeting shall be automatically cease to be a TRUSTEE.
 Provided that a TRUSTEE on request shall be granted leave of absence by the Chairman for the period of six months if he goes abroad, or is bed-ridden on account of illness or for any other satisfactory reason.
 (c) A TRUSTEE who becomes a bankrupt or remains out of India for more than twelve calendar months shall also facto cease to be a TRUSTEE of these presents.
 (d) Anyone of the TRUSTEES may retire from the TRUST on giving a notice in writing of his intention to do so.
 (e) If any TRUSTEE acts or does any act prejudicial or adverse to the interest of the TRUST, he may be removed by the TRUSTEES by a majority of not less than 2/3 of the total number of TRUSTEES present and voting not less than half the total number of the Board of Trustees.
7. (a) The TRUSTEES may appoint honorarily or employ a Secretary and such other officers as they consider necessary for carrying out the purpose of the TRUST and remove them.
 (b) The TRUSTEES may engage such servants and staff on such salaries as they think fit and remove or replace them, if necessary.
8. The TRUSTEES shall form and regulate their own procedure relating to the meeting of the Board of Trustees and efficient management of the Trust etc., and for that purpose may frame rules or Bye-laws consistent with the objects of the Trust. The Trustees shall have full powers to amend or alter the rules or Bye-laws made by them for the management of the TRUST.
9. (a) The Chairman or the Secretary at the instance of the Chairman shall ordinarily call for a meeting of the Trustees not later than every 3 months for the purpose of transacting business. The Chairman may in his discretion call a special meeting for the disposal of urgent matters. Should the Chairman fail to call for a meeting every quarter as stated above, it shall be open for any 3 Trustees to send in a requisition calling for such meeting, and if within one week from the date of such requisition, the Chairman of the Trust fails to call for a meeting, the Trustees, may call for and hold a meeting and transact business.
 (b) The "Quorum" for a meeting shall be three and should any meeting be adjourned for want of a quorum, the Trustees at such adjourned meeting may transact business without waiting to form a quorum.
10. (a) Not less than seven days notice previous to the date of an ordinary meeting shall be given to the Trustees, and in case of adjourned meetings and special meetings, three days previous notice shall be given.
 (b) If any urgent matter has to be decided before the date of the ordinary meeting, then the matter may be decided by circulating the papers relating there to among the Trustees but shall be ratified by the Trustees at the next meeting. But if any two Trustees be of opinion that the matter is important and should be discussed at the Board, it shall be done accordingly either by placing it before the next meeting or by calling a special meeting for deciding the matter in question.
11. (a) The Chairman shall preside all meetings of the Board of Trustees. In his absence at any meeting, the TRUSTEES who may be present at the meeting shall elect a Chairman for the meeting.
 (b) A meeting of the TRUSTEES of which a quorum is present shall be competent to exercise all or any of the authorities, power, directions by or under these presents vested in the TRUSTEES or otherwise exercisable by them.

- (c) In case of difference of opinion among the TRUSTEES and in all matters where in the TRUSTEES shall have a discretionary power, the votes of the majority of TRUSTEES voting shall prevail and binding on the minority as well as on these TRUSTEES who may not have voted and if the TRUSTEES shall be equally divided in opinion, the matter shall be decided according to the casting vote of the Chairman.
- (d) Every power, authority or discretion conferred upon the TRUSTEES shall be exercised or signified either by some instrument in writing to be signed by all the TRUSTEES or such of them as may be present or by the resolution of the TRUSTEES or such of them as may be present and vote at any meeting of the TRUSTEES.
- (e) The proceedings and minutes of the meeting shall be recorded in a book kept for the purpose and shall be duly signed by the Chairman of the meeting. Such proceedings shall be duly read recorded at the subsequent meeting before the subjects on the agenda are taken up.
12. The Chairman shall regularly maintain or cause to be maintained proper books of accounts, proceedings of the meeting, To and From Registers, Correspondence, receipts and vouchers for payments etc., and their visit. The accounts shall be audited by a professional and qualified Auditor once in every year.
13. The TRUSTEES shall be entitled from time to time to open and maintain banking accounts in any Bank as they may from time to time decide and may at any time pay or cause to be paid any moneys forming part of the Trust properties or the income there to the credit of any such account or accounts, and either by way of fixed deposits or current account or any other account. All such accounts shall be in the name of the TRUST and shall be operated by the Chairman.
14. Subject to the provisions of clause 13, the TRUSTEES shall invest any moneys in their hands which may require investment in or upon anyone or more of the following securities or modes of investments with power from time to time at their discretion to vary any investments and securities held by the TRUSTEES for others of the Character hereby authorised viz:
- (i) Any stock or security issued by or the interest of which shall be guaranteed by the Government of India or the Government of Mysore or of any other State in India.
 - (ii) Debentures, debentures stock or guarantee stocks or ordinary stocks or shares, of any company, A fixed or minimum rate of interest or dividend of which is guaranteed by the Government of India.
 - (iii) Stocks or other Securities or debentures issued by any local authority ;
 - (iv) Fixed or other deposits with any scheduled Bank or Banks ;
 - (v) Acquisition by purchase or otherwise of any immovable property or properties of any tenure including households in any part of India ; and
 - (vi) Any securities or investments authorised by law.
15. The TRUSTEES shall hold the schedule property as Trust property and deal with the same as such. Any property acquired from out of the income of the property or otherwise or by donations, grants, gifts, etc., shall also be the property of the said TRUST AND DEALT WITH as such.
16. The TRUSTEES shall at all times deal with the Trust Properties in pursuance of and for the promotion of the objects of the TRUST. No part of the Trust Fund either corpus or the income there from shall be utilised for any purpose other than that of the Trust hereby created.
17. It shall be lawful for the TRUSTEES to make such arrangements for the better management of the TRUST properties not inconsistent with the objects of the TRUST.
18. It shall be lawful for the TRUSTEES at such time or times as they may in their absolute discretion think fit to sell by public auction or private contract or exchange or transfer or assign or otherwise dispose off all or any part of the Trust property on such terms and conditions relating to title or otherwise in all respects as they may think proper and to buy, rescind or vary, any contract for sale, exchange transfer, assignment or other disposition and to resell the same or enter into fresh contract without being answerable for any loss occasioned thereby and for such purposes to execute all necessary conveyances, deeds of exchange, assignments, transfers and other assurances and to pass, give and execute all necessary receipts releases and discharges

19. The TRUSTEES shall have the power at their uncontrolled discretion instead of action personally, to employ and pay and agent (including any banks) to transact any business or to do any act whatsoever in relation to the Trust including the receipts and payment of moneys without being liable for loss and shall be entitled to be allowed and paid all charges and expenses incurred thereby.
20. It shall be lawful for the Trustees to settle all accounts and to compromise, compound, abandon or refer to arbitration any action proceedings or dispute, claim or demand relating to these presents and responsible for any loss occasioned thereby.
21. The TRUSTEES shall have power to borrow money for the purpose of the Trust whenever they think it necessary on the security of the Trust property.
22. The TRUSTEES any deposit documents held by them relating to any property belonging to the TRUST under these presents with any Bank or Banks and may pay any sums payable in respect of such deposit.
23. The Trustees shall have the powers to determine in case of doubt whether any money or property shall for the purpose of the Trust be considered, as Capital or income and whether out of the income or capital any expenses, or out going shall ought to be paid or borne on any and every such determination shall be binding and conclusive ;
Provided that nothing herein contained shall be deemed to authorise the TRUSTEES to spend the income or the orpus of the Trust properties for any purpose not authorised by these presents.
24. The TRUSTEES shall manage and administer the Trust properties without utmost care and caution so that the said properties or the proceeds there of are applied predominantly for the purposes of the TRUST.
25. The TRUSTEES shall at all times be bound by the provisions of the TRUSTS ACT and shall be liable for any misdemeanour, misconduct or misapplication with regard to their function as TRUSTEES. or to the TRUST properties.

SCHEDULE

The buildings of above mentioned Educational Institutions situated in Sri Adichunchanagiri Kshethra, Nagamangala Taluk.

1. The Middle School which is having permanent stocks with building.
2. The Samskrutha School which is having permanent stock with building.

PROPERTY DIRECTIONS

(Chakku Bandi)

East Side	—	Hill
West Side	—	Old Car Shed
North Side	—	Mutt Buildings
South Side	—	Bindu Sarovara

Approximate Cost is Rs. 40,,000/ -

HERE GIVE THE FULL DESCRIPTION OF THE TRUST PROPERTIES IN WITNESS WHERE OF THE SETTLOR AND THE FIRST TRUSTEES.

(in token of their acceptance of the Trust also) have affixed their signatures to this DEED.

(SRI RAMANANDANATHA SWAMIGALU)
SETTLOR.

This supplemental deed to the declaration of Trust made on 13-12-1973 by the SETTLOR Swamy and Peethadhikari of Adichunchanagiri Mahasamsthana Mutt, Nagamangala Taluk, Mandya District is made on the 22nd of March 1976 by Sri Sri Sri Balagangadharanatha Swamigalu the present Swamy, Peethadhikari of the Mutt and the President of the Trust is powered to act likewise by the virtue of declaration enumerated in clause 5 (6) incorporated in the original declaration of the Trust Deed.

Whereas the original declaration of Trust called the Sri Adichunchanagiri Educational and Charitable Trust executed on 13-12-1973 and registered by the Sub-Registrar of Bellur on 11-1-1974 (Book No. 1 Vol, 132 PP 236-244/1973-74 Reg. No. 1891) the dissolution clause was not mentioned there in.

Where as it has become necessary to incorporate the dissolution clause in the declaration of Trust now,

Further where as it is necessary to incorporate the following clause to form part of para 9 of the original Trust Deed. Any alterations or changes or amendments made to the rules or bye-laws of the Trust will not be, repugnant to the conditions laid down in section 80 (g) of the Income Tax Act of 1961.

This Trust executed on 13-12-1973 and registered by the Sub-Registrar, Bellur (Nagamangala Taluk) on 11-1-1974 Vide Reg. No. 891/73-74 Vol. 132/PP-236 to 244.

Sd/--
Sub Registrar,
BELLUR, (Nagamangala Taluk)

This Supplement Instrument of Trust Executed on this the 31st day of December 1976; By :—

His Holiness Jagadguru **Sri Sri Sri Balagangadharanatha Swamigalu** the present Peetadhipathi of Sri Adichunchanagiri Mahasamsthana Mutt (hereinafter called the Mutt) and the author successor of Sri Adichunchanagiri Educational and Charitable Trust created on 13th December 1974 duly Registered as Reg. No. 891/73-74 dated 11-1-74 of Bellur Nagamangala Taluk hereinafter called the author of the Trust, observes as Follows :

WHEREAS the author's predecessor late Jagadguru Sri Sri Sri Ramanandanatha Swamigalu, with a sincere intention of expanding the sphere of the Mutt's Charitable activities and also in order to comply with the various legal requirements of the land, created a Charitable Trust and named it as "SRI ADICHUNCHANAGIRI EDUCATIONAL AND CHARITABLE TRUST" duly evidenced by a Trust declaration regd. as Reg. No. 891/73-74 dated 11-1-74 of Bellur, Nagamangala Taluk.

WHEREAS the author of the Trust being blessed by his predecessor late Jagadguru Sri Sri Sri Ramanandanatha Swamigalu, received the orders of investiture as the 71st Peetadhipathi and since then has been incharge of the funds and properties of the Trust as the President of the Board of Trustees of the Trust :

WHEREAS the duration of the Board of Trustees, constituted under the above said declaration (hereinafter called the original instrument) dated 13-12-1973, expires on and from to-day as per clause 4 of the original instrument :

WHEREAS the author of the Trust after a deep thought and with a sincere intention of further expanding and spreading the spheres of Trust activities, is of the opinion that there should be considerable amount of change in the existing constitution of the Trust and has thus decided to effect such changes in the best Interest of the Trust ; and

WHEREAS the author feels it expedient to have the proposed changes reduced in to writing and duly evidenced by this supplement instrument of Trust.

"HOW THIS SUPPLEMENT OF TRUST WITNESSES AS FOLLOWS"

1. The original Instrument of Trust with respect to this supplement instrument has been duly registered with the Sub-Registrar under the registration No. 891/73-74 on 11-1-74 of Bellur, Nagamangala Taluk.
2. Except and to the extent as specified in the following clauses, all the other terms and conditions as laid down in the original Instrument shall continue to govern this Trust.

3. **Objects of the Trust :**

The objects of the Trust shall continue to be those specified in the original instrument and there shall be no change in the objects of the Trust.

4. **Trust Funds and Properties :**

Trust funds and properties held by the Trust as the Trust properties shall continue to be held so and it shall be the duty of the board, formed under this instrument, to administer such properties and utilise the same exclusively in the best interest of the Trust. Donations, contributions and the proceeds of the Trust properties shall be credited to the Trust fund.

5. **Administration of the Trust :**

- (a) The author of the Trust, Jagadguru **Sri Sri Sri Balagangadharanatha Swamigalu**, shall be the Managing Trustee of this Trust and after him his successors, who will be chosen to the Peeta according to the customs and traditions prevailing in this Mutt, shall be the Managing Trustee of this Trust with the same power of Management as the author holds.
- (b) The author of the Trust, to appoint the following 15 members (including himself) to the Board of Trustees with himself as Chariman of the Board.
The members so appointed shall hold their respective offices at the pleasure of the Managing Trustee

- (d) The Managing Trustee shall have the power to withdraw all or any of the powers vested with Board of Trustees in the best interest of the Trust and execute such powers for himself.
- (e) The Managing Trustee or any other person in discharging his duties, for the benefit of the Trust, shall not be liable for any loss or any damage to the Trust property, unless such person is guilty of fraud or misappropriation of the Trust properties.
- (6) "Constitution of the Board of Trustees" :**
- (a) All the members named to the Board of Trustees shall perform their duties assigned to them in the best interest of the Trust and put in their sincere efforts to obtain a fruitful results in attaining the objects of the Trust.
- (b) The members of the Board shall hold their respective offices at the absolute pleasure of the Managing Trustee. The Managing Trustee shall have the power to remove any of the Trustees at any time in the best interest of the Trust and to appoint any other person to such place, as he thinks fit.
- (c) If any of the Trustee is absent from three consecutive meetings of the Board without leave of absence, then such Trustee shall cease to be the Board member immediately from the end of such third meeting.
- (d) The Managing Trustee shall have the power to grant leave of absence upto six months to any of the Trustees who are unable to attend the meetings due to the fact that they have undertaken foreign trips or bed ridden due to illness or for any other satisfactory reasons,
- (e) If any of the Trustees is declared insolvent, then such Trustee shall cease to be the Board member of this Trust.
- (f) The Managing Trustees shall have the power to fill up any of the vacancies in the Board of Trustees.
- (g) Any of the Trustees may retire from the Board of Trustees on giving one months notice to the Board of Trustees expressing his intention to retire.
- (h) Any of the Board's resolutions to be a valid resolution, then it should be passed by the Board by a simple majority. However the managing Trustee shall have the power to overlook any of the Board's resolutions and take his own decisions in such matters, If such steps are in the best interest of the Trust.
- (i) The Quorum for any Board's Meeting shall be atleast 8 members. However the quorum is not present at any of the Board's meetings, then if the Managing Trustee is of the opinion that the members present can form the quorum of such meeting. then the members present shall form the necessary quorum.
- (7) "Powers and Duties of the Board of Trustees : "**
- (a) To carry out the objects of the Trust.
- (b) To invest the Trust funds in any of the approved Trust Securities.
- (c) To maintain regular books of Accounts in respect of receipt and payments of the Trust and to get it audited annually by a qualified person.
- (d) To sell all or any of the Trust investments at any time and permit the proceeds of such sale to be applied in furthering the objects of the Trust.
- (e) To recover, collect and receive the interest and income of the Trust fund and pay out all costs, charges and expenses properly incurred for such recovery and collections and hold the balance of interest and income for all or any other charitable objects of the Trust and where such income is insufficient to carry out the objects of the Trust then any portion of the Trust corpus may be used as may be deemed necessary.
- (f) The Board shall have the power to borrow money on the security of the Trust property of the furtherance of the objects of Trust and all documents relating to such borrowal shall necessarily be signed by the Chairman of the Board authorised by the Board of Trustees.
- (g) The Board of Trustees shall be at liberty to receive donations from joint stock companies, firms, associations or persons and individuals and shall hold the same as part of the charitable purpose mentioned in the original Instrument.
- 8. "Powers of Managing Trustee : "**
- (a) To carry on the day to day management of the Trust and obtain fruitful results in attaining the