

Ambar 6

DOCUMENT No. 116/12/1988

20 Rs.



S No. 3013 Date 18-2-88 20/-
Sold to K. R. S. Reddy
S of N of the Chandra Reddy
For Whom S. Dasaratharama Reddy
8th Surubhi Kun

S. HYMAVATHI
Stamp Vendor L. No. 1784
1009/HWS. K. II B Colony
E.E. (M.T. (HYD))
D. S. S. Reddy
H.O.D.

CHINMAYA SEVA TRUST
HYDERABAD-A.P.

TRUST DEED

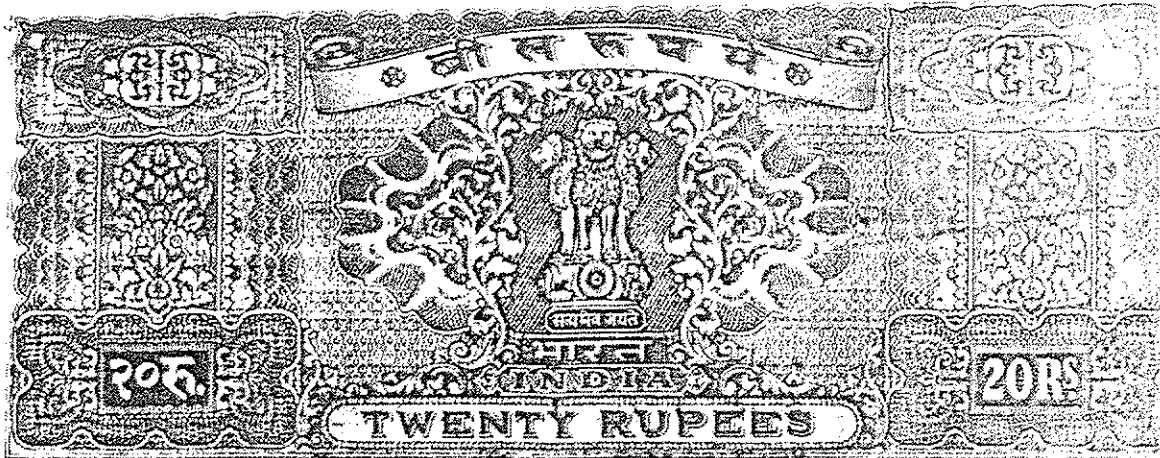
THIS INDENTURE OF TRUST made on
this the 15th day of February, 1988 by and between

1. Sri Y. Sivasankara Reddy, 1-10-233/B,
s/o late Ramesh Reddy, Ashok Nagar, Hyderabad.
2. Sri M.J. Swamy, 3-6-15/2, Himayalnagar,
s/o late M. Seshwarayya, Hyderabad.
3. Sri S. Dasaratharama Reddy, s/o late S. Subbarao Reddy, aged 53 yrs,
8-3-1104, Srinagar Colony,
Hyderabad.

Herein after called and referred in this Deed as the
" SETTLORS "

(Which expression shall unless repugnant to the context, mean
and include their heirs, executors, administrators of the
settlers)

20 Rs



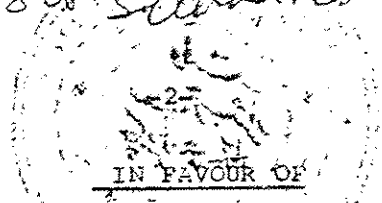
S No 3614 Date 12.1.88

Pay to K. Raji Reddy

Payable to S. Dasaratharama Reddy

For Whom S. Dasaratharama Reddy, Sri Subbaramu Reddy & others

S. HYMAVATHI Stamp Vendor L No. 1764 1069/EWS, E.P.H.B. Colony R.R. DIST. (HYD.)

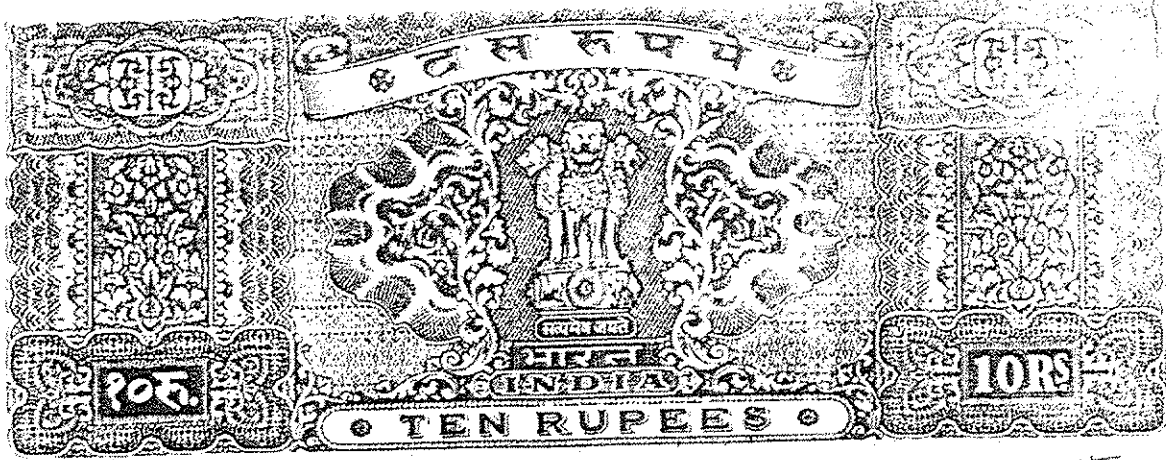


1. H.H. Swami Chinmayananda, Mukhya Swami of Central Chinmaya Mission Trust, Bombay.
2. Sri Y. Siva Sanker Reddy, 1-10-233/B, Ashok Nagar, Hyderabad.
3. Sri M.J. Swamy, 3-6-15/2, Himayathnagar, Hyderabad.
4. Sri S.Dasaratharama Reddy, Plot No.135, Srinagar Colony, Hyderabad.
5. Smt. Lakshmi Reddy, 3-6-21, Himayathnagar, Hyderabad.
6. Sri W.K. Govindraj, 16-139, Chinmaya Marg, Malkhaigiri, Secunderabad.
7. Sri R. Janardhan Rao, 6-3-598/77/5, Naveen Nagar, Khairatabad, Hyderabad.
8. Sri K. Parthasarathy, 10, Arora Colony, Road No.3, Banjara Hills, Hyderabad.
9. Sri V. Raghavender, 11-5-152/C, Red Hills, Hyderabad.
10. Sri B. Dhananjayudu, 229/3RT, Vijayanagar Colony, Hyderabad.

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10015...
Rajji K...
D...
S...
8th...

S. HYMAVATHI
Stamp Voucher No. 1/84
K.K. DI...
H.A.

Herein after referred to in this deed as the "TRUSTEES")
(Which term shall unless repugnant to the context mean and include their heirs, executors, and successors in office and administrators of last surviving trustee their or his assignees) of the OTHER PART.

WITNESSETH THAT:

WHEREAS the Settlers are the ardent devotees and followers of H.H. Swami Chirmayanandji and are desirous of propogating his teachings and ideals with the help, guidance and co-ordination of the Central Chinmaya Mission Trust, Sandeepany Sakhnalaya, Powai Park Drive, Bombay-400 072 and to establish and make a Trust for propogating and promoting Indian culture and philosophy and also to establish and run charitable institutions and have on of such motives and consideration decided to establish charitable Trust by each of the Settlers herein mentioned, contributing a sum of Rs.501/- (Rupees Five hundred and one), which each of the

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collections.

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Settlers is possessed of and well and sufficiently entitled to and, whereas the above mentioned Settlers together have contributed a sum of Rs.1503/- (Rupees One thousand five hundred three only) towards the corpus of the said Trust and the said sum has in anticipation of these presents been already transferred, paid and handed over to the Trustees before the execution of these presents, and

WHEREAS the Trustees have agreed to become the first trustees of these presents ~~as testified by them by their being parties to and executing these presents.~~ *W. N. Singh*

FOR THIS INDENTURE WITNESSETH AS FOLLOWS:-

1. For effectuating the said desire and in consideration of the premises the Settlers do hereby declare that they have prior to execution of these presents paid, assigned, handed over and transferred and they do hereby confirm such payments, assignments, handing over and transfer unto the Trustees of all that said sum of Rs.1503/- (Rupees one thousand five hundred and three only) and all the estates right, title and interest, property, claim and demand whatsoever at law and in equity of the Settlers of in and to the said moneys and every part thereof to have and to hold, receive and take the said moneys unto the Trustees for ever upon the trusts and with and subject to the powers, provisions, agreements and declarations herein after appearing and contained of and concerning the same.

2. The Trustees do and each of them doth by these presents declare that they shall hold and stand possessed of the said sum of Rs.1503/- (Rupees One thousand five hundred and three only) and any voluntary donations or contributions received by them and all accretions thereto and thereof and the investments and securities for the time being and from time to time representing the said sum of Rs. 1503/- and the securities and additions and

other investments thereof are hereby included in the term "Trust Fund", which term is being intended to mean and include cash, any movable or immovable property or other securities and investments of any kind whatsoever or any part thereof to which the same maybe connected or varied from time to time) upon the trusts and subject to the powers, provisions and declarations herein after mentioned and declared of and concerning the said:

3. The Trust hereby created shall be known as "CHINMAYA SEVA TRUST, HYDERABAD".
4. The Registered office of the Trust shall be at 1-10-233/B, Ashoknagar, Hyderabad. The Board of Trustees shall have power to change the Registered office to any other place in Andhra Pradesh by passing a resolution in the Trust Board, should they find such transfer is necessary for the effective carrying out of any or all or some of the objects of the trust mentioned hereunder which the Trustees in their discretion consider as very important.
5. The Trustees shall hold and stand possessed of the Trust Fund on the following Trusts:
 - (a) To manage the Trust Fund and collect and recover the interest, dividends and other income thereof;
 - (b) To pay and discharge out of the income of the Trust Fund, all expenses and charges for collecting and recovering the income of the Trust Fund and all other costs charges and expenses and outgoings of and incidental to the Trust created by these presents and the administration thereof;
 - (c) To pay or utilise the balance of such interest, dividends and other income of the Trust Fund (herein after called "The net income of the Trust Fund") and if the Trustees so desire the

corpus of the Trust or any part of the corpus;

d) To conduct study groups, lecture series, translate, publish print and distribute books, journals periodicals, literature, and produce and distribute audio, video films and Cassettes for promoting and spreading of Indian Culture and education for enlightenment among the masses and to provide, establish endow, maintain, control and manage schools, colleges and other Educational Institutions and to do all acts and things necessary for or conducive to the promotion of knowledge and to conduct schools and colleges for primary, secondary and higher commercial, technical, and Industrial Education and for this purpose to start, establish conduct, maintain and manage, Reading Rooms, Libraries, Tape Libraries, both audio and Video Gymnasiums, Workshops, Publishing Houses, Printing Presses, Hostels, Residential Quarters and the like.

(e) To provide medical relief to the poor, distressed afflicted, mentally, physically or psychologically handicapped persons in India including supply of spectacles and other medical, surgical and remedial appliances and for this purpose to start, establish, conduct, maintain and manage, and help dispensaries, hospitals, medical centres, diagnostic centres, or other medical or after care institutions.

(f) To carry out objects of general public utility and security such as village uplift, rural reconstruction, public health and hygienics, community development, promotion of cottage industries and to start, establish, conduct, take over, maintain and manage and help any institution considered necessary to secure these objects e.g. orphanages, pinjrapoles, old age homes and the like.

(g) To give loans, scholarships, freeships, Prizes and assistance in cash or kind to students to help them in their studies.

(h) To give donations to the National Defence Fund or any other similar Fund either in cash or kind to provide medical or other relief in cash or kind to the members of the armed forces, their widows, children and dependents; and civilians affected by actions of external aggression from any quarter.

(i) To give relief either in cash or kind to public in general and specially those affected by riots, floods, famine, fire, epidemics, draught or other calamities.

(j) To purchase, acquire on lease or otherwise immovable property and to construct, maintain and manage the same or other movable properties necessary for the purposes of the Trust.

(k) To give donations in cash or kind to other institutions having similar object or objects and /or to help such institutions in any other manner.

(l) To accept donations in cash or kind and to raise funds by advertisements in publications of the Trust, by arranging charity shows, by accepting fees and subscriptions and other methods.

(m) To aid, assist, manage or take over the management of any institution or association or other registered or unregistered body having similar objectives enumerated above or allied or complementary to them, should such institutions, associations or registered bodies need such assistance or aid from the Trust.

(n) To act as Trustees and Managing Committees of any society or societies registered under the Societies Registration Act, 1860 or of any similar enactments of any State or States, should such society or registered body by appropriate resolution appoint

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authority to decline to accept the Trusteeship.

(o) To work in co-ordination with any other Trust or institution having similar aims and objects, aid, assist and undertake any of its activity entrusted or delegated by it for effectively carrying out their objects or any part or parts of their objects.

PROVIDED that the Trustees shall be entitled to determine at their absolute discretion the person or persons entitled to receive help from the said fund and to what extent and in what shape and the trustees shall utilise, the income of the Trust for the charitable objects in such shares and proportions and in such discretion they think fit PROVIDED FURTHER that the help or assistance to be rendered by the Trustees shall be without distinction of caste or creed, it being the intention of the Trustees that the fund shall be Sarvajanik Charity.

PROVIDED FURTHER that no part of the corpus, income, receipts and funds of the Trust property and accretions and additions there shall be spent, utilised or applied by the Trustees on any expenditure outside the territories of India, except with the orders and permission of the income tax authorities in India in terms of the proviso to Section 11(1) (c) of the Income Tax Act 1951 or any provision, regulation or requirement of any Indian Statute existing or to be enacted in future touching upon such spending outside the territories of India.

(p) The Trustees shall be at liberty at their absolute discretion to accept contributions, collections or donations to the trust property from associations, trusts or from any person or persons, firm or Company subject to the condition that the contributors or subscribers shall not be entitled to participate in or

the Trusts of these presents or the application of such contributions. Collections or donations and the trustees shall hold the same upon the Trusts and subject to the same powers, provisions, covenants and conditions as are herein contained.

(g) The trustees shall be at liberty to raise loans, advances, overdrafts etc., from banks or from any other source with or without the securities and to pay interest charges etc., on such loans, advances and overdrafts etc.,

6. THE BOARD OF TRUSTEES:

1) The Board of Trustees for the said Trust hereby created shall be not more than fifteen and not less than five at any given time. Out of these majority of members shall be nominated by ~~XXXX~~ Mukhya Swami of the Central Chinmaya Mission Trust, Sandeepany Sadhanayala, Bombay.

The Trustees named herein shall constitute the First Board of Trustees. The Mukhya Swamiji of the CCMT, Sandeepany Sadhanayala, Bombay shall be the Chairman, and Trustees (2) to (6) above named shall be the Chairman nominees while the Trustees 7 to 10 shall be the co-opted Trustees.

ii) The Secretary-cum-Treasurer of the said Trust who will look after the accounts and correspondence of the Trust will be nominated from out of the Trust Members) by the Central Chinmaya Mission Trust, Bombay.

iii) Excepting the Chairman, and the nominees of the Central Chinmaya Mission Trust, the remaining Trustees shall hold office for a term not exceeding 5 (five) years, one third of them retiring every year, the first retirement taking effect after the first three years.

iv) Any vacancy arising on account of death, resignation, retirement, refusal to act or incapacity or any other reason shall be filled up by the remaining Trustees by co-option, provided that the vacancies arising from among the nominees of the Central Chinmaya Mission Trust shall be filled up only by the Central Chinmaya Mission Trust. The retiring Trustees shall also be for co-option.

7. Quorum for the meeting of the Board of Trustees shall be four, provided that the quorum for passing or amending any rule or regulation shall be 50% of the number of Trustees in the Board at any given time.

8. The periodic meetings of the Trustees shall be presided over by the Chairman or his nominee. Resolutions adopted at meetings where he including (nominee) is absent, shall be effective only if his concurrence is obtained in Writing.

9. Until otherwise determined by the Trustees from time to time, the management and administration of the Trust hereby created shall be conducted and carried out in Hyderabad. It shall be lawful for the Trustees from time to time to frame such rules and regulations for the management and administration of the Trust and the charities as they shall think fit and to alter or vary the same from time to time and to make new rules and regulations which shall not be inconsistent with the terms and intents of these presents.

10. Every power, authority or discretion conferred upon the Trustees shall be exercised or signified either by some instrument or by all the Trustees or such of them as may

them as may be in India and be present and voted at any Meeting of the trustees.

Provided that in case of difference of opinion arising among the Trustees and in all matters wherein the Trustees shall have a discretionary power, the decision of Mukhya Swami shall prevail and be binding on the other Trustees.

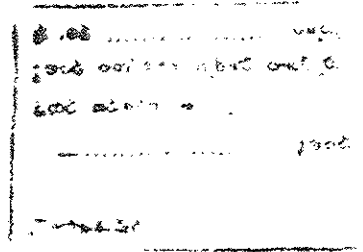
11. The Trustees shall keep or cause to be kept a minute book of their proceedings and proper books of accounts to be audited by Chartered Accountant.

12. The Trustees shall be entitled from time to time to open and maintain a Banking account or accounts in the name of the Trust at such Bank or Banks 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 Fund or the income thereof to the credit of any such account or accounts and either by way of fixed deposit or current account or any other account. Any such account may be operated by any two or more of the Trustees or such other person as the Trustees may appoint in such manner and to such extent as they may from time to time decide.

13. * The funds of the Trust shall be invested :

a) in any securities or investments in which trustees are by the law for the time being in force in Union of India authorised to invest such monies,

b) In acquiring or purchasing or taking on lease or otherwise any immovable properties of any tenure, including lease-hold, in any part of Andhra Pradesh and in case of vacant land to erect buildings thereon out of the Trust Fund PROVIDED that no Vendor, Purchaser, Lessor, Lessee, Donor, Sub-Lessee or other transferor



or transferee or any other person dealing with the Trustees in connection with such immovable properties shall be concerned to see whether the investment is authorised by this sub-clause or is in excess of the Trustees' powers and so far as such Vendor, Purchaser, Lessor, Lessee, donor, Sub-Lessor or Sub-Lessee, Transferor, Transferee or any other person as aforesaid is concerned, the Trustees shall have the full right and authority to acquire or give a complete title.

(c) The investments of the Trust Funds other than investments in immovable properties may be made or kept in the name of any Bank or Banks or Officer or Officers thereof as the nominee or nominees of the Trustees as the Trustees may from time to time decide without the trustees being held liable or responsible to any person whomsoever for any loss or damage that may result therefrom

14. It shall be lawful for the Trustees to pull down, renovate, rebuild, alter, adopt, improve and to develop, decorate, furnish, fit up or repair any immovable properties comprised in the Trust Fund or construct any structure on any land, forming part of the Trust Fund and to expend thereon such moneys out of the Trust Fund or the income thereof as they may think fit. The Trustees shall also be entitled to enter into any agreement or covenant with the owners or persons interested in any other properties, and whether restrictive or otherwise and whether for the benefit of the properties comprised in the Trust Fund or such other properties as they may in their absolute discretion think fit from time to time. The Trustees shall also have the power to insure any premises comprised in the Trust Fund against loss by

time but no liability whatsoever shall attach to the trustees or any of them by reason of any property remaining uninsured in any way. The Trustees shall also have the power after paying all rents rates, taxes, and other outgoings and expenses out of the rent and profits of any immovable properties to set aside out of the balance thereof from time to time such sums of money as the Trustees consider proper to meet the expenses of heavy repairs or by way of depreciation or sinking fund and to utilise the same and the income thereof for heavy repairs or for rebuilding or reinstating immovable properties or erecting new buildings and in the meantime to invest the same in securities authorised by these presents. It shall also be lawful for the Trustees to permit any immovable property forming part of the Trust Fund to be held used and enjoyed for the purpose of any Scheme of Charity or other purposes of these presents. The Trustees may also allow the same or any part thereof to be occupied by any employee of any such scheme free from payment of rent or on such terms as the Trustees may think fit

15. It shall also 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 transfer or assign or grant leases or sub-leases for any term however long or otherwise dispose of all or any part of the Trust Fund including the immovable properties comprised therein and on such terms and conditions relative 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, lease or other disposition and to resell the same or enter into a fresh contract for exchange, transfer, assignment, lease or other disposition without being answerable for any loss occasioned thereby and for such purposes to execute

given and execute all necessary receipts releases and discharges for the considerations moneys or otherwise relating to the documents and assurances. All moneys arising from any such transfer or other assurances shall be deemed to be part of the Trust Fund and shall be applicable accordingly. /

16. Upon any sale or other transfer by the Trustees under the power aforesaid the purchaser or purchasers or transferee or transferees dealing bonafide with the Trustees shall not be concerned to see or inquire whether the ~~case~~ occasion for executing or exercising such power has arisen or whether the provisions as to the appointment and retirement of Trustees herein contained have been properly and regularly observed and performed. Neither shall the purchaser or purchasers or transferee or transferees be concerned to see the application or the purchase moneys or other consideration, or be answerable for the loss, mis-application or non-application thereof.

17. Subject to the provisions of clauses 10 the receipt of any one of the Trustees or of the Secretary of the Trust if so authorized by the Trustees in that behalf, for the rent or other income of the Trust Fund or for any documents of title or securities papers or other documents shall be sufficient and shall effectually discharge the person or persons paying or giving or transferring the same from being bound to see to the application or being answerable for the loss misapplication or non-application thereof. SUBJECT as aforesaid and to the above provisions the receipt of any two of the Trustees for any other moneys paid given or transferred to them shall effectually discharge the person or persons paying or giving or transferring the same from being bound to see to the application or being answerable for the loss misapplication or non-application thereof.

18. The Trustees may from time to time appoint manager Supervisor, clerks and other officials and assistants.

19. The Trustees shall have the power at their uncontrolled discretion instead of acting personally to employ and pay any agent or other person (including any Banks) to transact any business or to do any act whatsoever in relation to the Trusts of these presents including the receipt and payment of moneys without being liable for any loss and shall be entitled to be allowed and paid all charges and expenses incurred thereby.

20. The Trustees may deposit any shares or securities or any documents held by them relating to any property belonging to the Trusts under these presents with any Bank and may pay any fee, commission, charges or other sum payable in respect of such deposit, or for the collection of the interest, dividends or other income of the Trust Fund.

21. The Trustees shall have the power to determine in case of doubt whether any money or property shall for the purpose of this charity be considered as capital or income, and whether out of income or capital any expenses or outgoings shall or ought to be paid or borne and 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 corpus of the Trust Fund for any purpose not authorised by these presents.

22. The Trustees for the time being of these presents shall be respectively chargeable only for such Trust Funds and income, including moneys, stocks, funds shares and securities as they shall respectively actually receive notwithstanding their respective signing any receipt for the sake of conformity and shall be answerable and accountable only for their own acts, receipts, neglects or omissions and not for those of the others or either of them nor for those

whom or into whose hands any Trust Fund or trust income may be deposited or come nor for lending on any security with less than a marketable title nor for the insufficiency or deficiency of any stocks, funds, shares or securities nor for any other loss unless the same shall happen through their own wilful default or dishonesty respectively, and in particular no trustee shall be bound to take any steps or proceedings against a co-trustee for any breach or alleged breach of trust committed by such co-Trustee.

23. The Trustee or Trustees of these presents for the time being may reimburse himself or themselves and pay and discharge out of the funds or moneys in their hands all expenses incurred in or about the execution of the Trusts or the powers of these presents.

24. It shall be lawful for the Trustees at any time or times to appoint a Committee for the purpose of Managing and carrying out the administration and recommendation to the Trustees on the selection of the objects of the Charity and otherwise generally relating to the administration of the trusts and powers of these presents.

Subject to the general control and supervision of the trustees the Committee of Management shall have the general management and administration of the affairs and accounts of the Trusts hereby created and all ministerial work to be done in pursuance of the provisions of these presents. The Trustees shall have the power to make rules and regulations regarding the constitution of the Committee including the term of the membership thereof and the appointment or removal of members of the Committee.

25. 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 the Central Chinmaya Mission Trust, Bombay in the first instance or to any other Charitable Trust, Society or institution whose objects are similar to those of this Trust and which enjoys exemption under the Income Tax Act, 1961 (Sec. 80 G)

26) No term or these presents, shall be modified except with the prior approval of Mukhya Swami of CCMT and winding up proceedings shall also be subject to prior approval of Mukhya Swami.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seals at Hyderabad on this 15th day of February, 1988.

SIGNED, SEALED AND DELIVERED
by Within Named

1. Yashwanth

2. M. J. Swamy

3. S. D. Dattatrayam

Drafted by me
Yashwanth

Witnesses:

1. W. G. Krishna Rao

2. K. Arunth Rao