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07AA 611720



Date : 04-10-2005 Serial No : 14,015 Denomination : 100

Purchased By : V.SRIVYAL For Whom : **SELF**

S/O V.D.BHARATUDU
HCL, HYDERABAD

[Signature]
Sub Registrar
Ex. Office Stamp Vendor
S.R.O. UPPAL

TRUST DEED

This Deed of Public Charitable Trust executed on this Fourth day of the month of October, 2005 between:

Shri. Vuyyuri Srivyal, Son of Shri V.D. Bharatudu, resident of 10-484, EC Nagar, HCL Post, Hyderabad-500 051, hereinafter called the Settlor" (which expression shall unless excluded by or repugnant to the context, be deemed to include his executors, administrators and representatives) of the one part, and

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This Deed of Public Charitable Trust executed on this fourth day of the month of October 2005 between

Shri Vuyyuri Srivyal, son of Shri V.D. Bharatudu, resident of 10-484, EC NAGAR, HCL POST, HYDERABAD-500051 hereinafter called the 'Settlor' (which expression shall, unless excluded by or repugnant to the context, be deemed to include his executors, administrators and representatives) of the one part, and

- (1) Vuyyuri Srivyal, s/o Shri V.D. Bharatudu, aged about 28 years, Independent Research Scholar, Resident of 10-484, EC NAGAR, HCL POST, HYDERABAD-500051
- (2) Anand Agrawal, s/o. Shri R.P. Agrawal, aged 28 yrs, Faculty of ICFAI Business School, Hyderabad, Resident of 53, NAGARJUNA HILLS, PUNJAGUTTA, HYDERABAD - 500033
- (3) Sunil Bhardwaj, s/o Shri S. Bhardwaj, aged 26 yrs, Faculty of ICFAI Business School, Hyderabad Resident of 53, NAGARJUNA HILLS, PUNJAGUTTA, HYDERABAD - 500033

hereinafter referred to as 'Founder Trustees' (which expression shall, unless excluded by or repugnant to the context, be deemed to include the trustee or trustees for the time being of these presents and their successors in office) of the other part.

Whereas the Settlor is desirous of establishing a trust for public charitable objects and whereas the above mentioned trustees have, at the request of the Settlor, agreed to act as the first trustees of these presents as testified by their being parties to and executing these presents.

And whereas it is necessary to declare the objects and terms of the public charitable trust, being constituted under these presents;

Now this indenture witnesseth as follows

1. That, in order to effectuate his aforesaid desire, the Settlor has set apart and handed over to the trustees, a sum of Rs. 5000 (hereinafter called the 'Trust Fund' which expression shall include cash and any other property or investments of any kind whatsoever into which the same or any part thereof might be converted, invested or varied from time to time or which may be acquired by the trustees or may come to their hands by virtue of these presents or by operation of law or otherwise howsoever in relation to these presents), and the trustees shall hold and stand possessed of the same upon the trust subject to the powers, provisions, agreements and declarations hereinafter contained.
2. That the name of the trust shall be SPHOORTI FOUNDATION and its office shall, for the present, be situate at 10-484, EC NAGAR, HCL POST, HYDERABAD - 500051 and/or at such other place or places as the trustees may decide from time to time.

AIMS AND OBJECTIVES

- a) To provide comprehensive rehabilitation, care and support, including basic necessities, education, health and recreation, to underprivileged children irrespective of caste, creed, gender and religion.

- b) To establish, maintain, run, develop, improve, extend, grant donations for, and to aid, assist in the establishment and extension of educational institutions, providing medical relief for the poor and economically backward people, and to help the poor and suffering during natural calamities, to provide means to those poor and suffering during accidents, fire etc.
- c) For the construction and maintenance of Homes for the aged, for the disabled who are poor and economically backward.
- d) For social rehabilitation of girl children and women in distress;
- e) To ameliorate poor and deserving by granting them aid and assistance in fulfilling their educational and other obligations;
- f) The above objects shall be independent of each other and the Board of Trustees and hereinafter constitute may apply the funds of the Trust in carrying out of all or any of the aforesaid objects of the Trust, as it may deem fit.

THE above TRUSTEES shall hold office for life or they can resign from Trusteeship voluntarily, if they desire. A trustee can also be removed from the membership with (3/4th) majority of the members presented by voting. Vacancy or vacancies caused due to death, resignation, or removal shall be filled in by co-option by the trustees.

MANAGEMENT

The Management of the TRUST shall vest with the Board of Trustees, which shall comprise of not less than two and not more than twelve Trustees. The Founder Trustees shall be the first Board of Trustees who shall be empowered to co-opt more Trustees to the Board from time to time.

CHAIRMAN

The Chairman of the Board shall be nominated by the Board of Trustees from among them and shall preside over all the meetings of the TRUSTEES.

SECRETARY

The Secretary is appointed by the Chairman, and shall be responsible for keeping the minutes of the meetings and accounts.

TREASURER

The Treasurer shall be nominated by the Board of Trustees from among them, be responsible for the maintenance of accounts and shall present the audited statement of accounts to the Board of TRUSTEES. The Chairman shall discharge the functions of the Treasurer until a regular Treasurer is nominated by the Board of Trustees.

EXECUTIVE DIRECTOR

The Board of Trustees shall appoint an Executive Director from one of the Founder Trustees. He shall attend and record the proceedings of all the meetings of the TRUST. He shall be in-charge of all statutory requirements, imposed on the TRUST. He shall convene the meetings of the TRUST. The Executive Director shall be fully in charge of the Trust, and shall be in-charge of all the day-to-day management of the Trust such as Statutory-matters, Audit, and Accounts and to employ manpower,

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to administer and to maintain the Trust, and to do all such other acts as may be necessary or proper for carrying out the objects of the Trust. The Executive Director shall appoint or authorize or give power of attorney or delegate any or all the powers and duties to any other person or persons, or appoint a committee to carry out any or all the objects of the Trust subject to approval of the Chairman.

The Executive Director will have such powers as may be provided in the regulations to be framed for the day-to-day management of the TRUST. The Executive Director shall, at all time during the period of office as such, devote full attention to the various activities of the TRUST and carry out all necessary steps to ensure efficient management of the TRUST. The Executive Director is in-charge of all day-to-day management and finances of the TRUST. The Executive Director shall, for services rendered, be entitled to draw a monthly salary and other perquisites as may be decided upon by the TRUSTEES from time to time.

MEETINGS OF BOARD OF TRUSTEES

Shall be held quarterly every 3 months, of the year and shall also meet as and when need arises.

QUORUM

1/2 of the trustees present shall constitute the quorum for the meetings.

POWERS

In pursuance of the foregoing (but not further or otherwise) the TRUSTEES are hereby EMPOWERED:

- a) To purchase, take on lease or in exchange, hire or otherwise acquire any property, real or personal, immovable or movable and any rights or privileges necessary for the promotion of the objects of the TRUST, and to construct, alter, improve and maintain any buildings or erections or other property necessary for the work of the TRUST;
- b) To sell, let, mortgage, dispose of or turn to account all or any of the properties or assets of the TRUST;
- c) To borrow or raise or secure payment of money in such manner as the TRUST may think fit and to secure the same or the repayment or performance of any debt, liability or contract, guarantee or other engagement incurred or to be entered into by the TRUST in any way;
- d) To permit any agents or any other persons authorized by the TRUST to use and occupy any building, erections or other property of the TRUST on such terms and conditions as the TRUST may deem fit;
- e) To enter into any arrangement with any Government Authority -Central, State, Municipal or otherwise in pursuance of the objects of the TRUST and to obtain from any such Government Authority all rights, concessions and privileges which may seem conducive to the TRUST's objects or any of them;
- f) To undertake and execute charitable Trusts and also to open branches anywhere in India, and to appoint person(s) to maintain and run the same;
- g) To open one or more Bank accounts for the Trust and in its name with any bank/s as the Trustees may deem fit and deposit monies of the Trust in such accounts as may be decided by

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the Trustees from time to time and to give instructions to bankers as to the persons entitled to operate thereon

- h) To receive and take any gift or money or other property for any of the objectives of the TRUST, or to decline to receive and take any such gift or money or other property;
- i) To invest the funds of the TRUST in the modes specified under the provisions of Sec.13 (1) (d) read with section 11 (5) of the Income Tax Act, 1961;
- j) To employ officers and personnel as may be required for the purposes of the TRUST;
- k) To act as agent(s) for any person, body, society or undertaking in any matter and in any lawful manner for the furtherance of the above objectives of the TRUST;
- l) To do all such other things as may be necessary for the attainment of the above objectives or any of them; and
- m) To utilize the funds and the income of the TRUST solely towards the achievement of the objectives and no portion of it shall be utilized for payment to the TRUSTEES by way of profit, interest, dividends, etc;
- n) The Trust property is to be used for the furtherance of the activities as aforementioned and for such other similar activities as majority of the TRUSTEES or their successors shall, at any time, determine.

THE TRUSTEES

- a) The number of TRUSTEES of the TRUST shall not, at any time, be less than two. When there are less than two, additional TRUSTEES shall forthwith be appointed, PROVIDED, nevertheless, that the number of TRUSTEES shall not at any time exceeds twelve.
- b) Any of the TRUSTEES may retire from the TRUST hereof by notifying his/her fellow TRUSTEES in writing of his/her intention so to do, and from the date of receipt of such notification, the retiring TRUSTEE shall be discharged from the TRUST.
- c) If any one of the TRUSTEES dies or becomes mentally incapacitated, or in the judgement of the majority of the other TRUSTEES, signified by them in writing under their respective hands, conducts himself in a manner unbecoming of the TRUSTEE, shall cease to be a TRUSTEE OF THIS TRUST.
- d) No person shall be appointed as TRUSTEE who, under the preceding clause, would be lawfully unable to continue to be a TRUSTEE.

DELEGATION OF POWERS

- a) The Board of Trustees may, subject to the provisions of the TRUST, may delegate any of its powers to Advisory Groups/Committees consisting of such members as it thinks fit.
- b) Any Advisory group so formed shall, in the exercise of the power so delegated, conform to any regulations that may be imposed on it by the Board of Trustees.

ADVISORY GROUPS /COMMITTEES



- a) The Board of Trustees shall also appoint an Advisory committee which shall include professionals, academics and people of eminence in various walks of life. The members of the committee shall be selected by the majority of the Board of Trustees.
- b) The members of the committee shall meet the Board of Trustees once in 3 months. Any Advisory Group/Committee so appointed by the Board of Trustees shall examine and report on the matters referred / delegated to it. The members of any Advisory Group/Committee shall not exceed four and shall include one of the Trustees.
- c) The Trust can constitute any number of Advisory Groups depending on requirement, and wind up the Groups after their purposes are served.

BANK ACCOUNTS

The Bank accounts of the TRUST shall be opened in the name of the TRUST in the branch of a Nationalized Bank. The Bank accounts will be operated by the EXECUTIVE DIRECTOR until such time another Trustee is nominated by the Board for the purpose.

ACCOUNTS

There shall be maintained all Accounts of the TRUST regularly. The Accounts shall be audited by a Chartered Accountant every year. The Accounts shall be closed every year by the 31st of March.

MEETING OF THE TRUSTEES

The MEETING OF THE TRUSTEES shall be called by the Executive Director when the affairs of the TRUST so demand at least once in every year, such annual meeting being known as the ANNUAL GENERAL MEETING of the TRUST; or when so ever a meeting is requisitioned by two of the TRUSTEES for the time being. Seven days notice shall be given to all TRUSTEES for all meetings and an Agenda of the business to be transacted at all meetings shall accompany these respective notices calling such meetings. At every Annual General Meeting of the TRUST, the Executive Director shall place before the meeting the report of the activities of the TRUST since the previous Annual General Meeting.

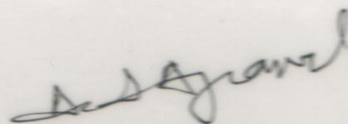

A circular resolution issued by the Executive Director in consultation with the Chairman on any subject and signed by a majority of the TRUSTEES, shall, in all aspects, be valid and binding as a resolution passed at a meeting of the TRUSTEES duly convened and constituted, and such resolution shall not be deemed invalid, for the reason of want of notice or any other cause whatsoever.

DECISIONS OF THE TRUSTEES

Except as otherwise provided, any question arising as to the property or any transaction of the TRUST shall be conclusively settled, as between all parties concerned, by the decision of the majority of the TRUSTEES for the time being.

THE PROPERTY OF THE TRUST

The TRUST FUND vested in the TRUSTEES and any other funds, property or any funds, property or any one or more of them by gift or other means shall, from the date of such funds becoming so vested, be HELD and ADMINISTERED by the TRUSTEES for the time being in accordance with



the terms of this DEED.

INDEMNITY

EVERY TRUSTEE shall be indemnified out of the TRUST FUND against all losses and expenses incurred in the discharge of his duties except such as shall happen through his own negligence, wilful act or default, and each TRUSTEE shall be chargeable with only such money or property as he or they shall actually receive for or in the discharge of the affairs of the TRUST, and each shall be answerable only for his own acts, negligence or defaults, and not for those of any other person.

The TRUST formed is IRREVOCABLE

VARIATION OF THE TERMS OF THE TRUST

ALTERATIONS to the clauses of the Deed shall only be made at a meeting of the TRUSTEES after giving notice of seven days which notice shall be accompanied by details of the proposed alterations and shall be subject to confirmation at a second meeting of the Board of TRUSTEES held not earlier than 21 days after the first meeting. Clauses may be altered by the votes of two-thirds of the number of the TRUSTEES present, with the prior permission of the Commissioner of Income Tax. All ALTERATIONS shall be confirmed by a DEED OF VARIATION OF TRUST. No amendments to the Trust Deed shall be made which may prove to be repugnant to the provisions of the sections 2(15), 11, 12, 13 and 80G of the Income Tax Act, 1961.

DISSOLUTION AND DISTRIBUTION OF ASSETS

If, at any time, the continuation of the TRUST shall appear to two-thirds of the TRUSTEES for the time being not to serve any useful purpose, the TRUST shall forthwith be wound up. Any assets remaining after the satisfaction of all lawful liabilities and claims against the TRUST shall, under no circumstances, be paid to or distributed among the TRUSTEES for the time being or former TRUSTEES or made available for personal benefit of anyone, but shall be given to some other registered Society, Trust, Association or Institution or non-profit Company (whose objects are similar to those of this TRUST and which enjoys registration as per Income Tax Act) to be determined by two-thirds of the TRUSTEES for the time being, or in default thereof, by the court of law having jurisdiction in the matter.

IN THE PRESENCE OF

[Signature]
[Signature]

SIGNED

[Signature]
[Signature]

[Signature]

[Signature]

[Signature]

PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF REGISTRATION ACT, 1908.

Sl.No. FINGER PRINT
IN BLACK INK (LEFT
THUMB)

PASSPORT SIZE
PHOTOGRAPH
BLACK & WHITE

NAME & PERMANENT
POSTAL ADDRESS OF
PRESENTANT/SELLER/
BUYER



Y. SRIVYAL

484, E-C Nagar

HCL P.O., HYDERABAD

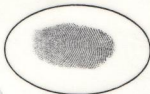
500051



SUNIL BHARDWAS

53 Nagarjuna Hills,
484 E-C Nagar,
Punjagutta
HCL P.O., HYDERABAD

500033 500051



Anand Agrawal

53, Nagarjuna Hills,

Punjagutta, Hyderabad-

500033



PASSPORT SIZE
PHOTO
BLACK & WHITE

SIGNATURE OF WITNESSES :

1. Bee

2. R. M. C.

[Handwritten signatures of witnesses and executant]

SIGNATURE OF THE EXECUTANT'S