Print date & time : 02/11/2012, 12:19:48 PM

ಕರ್ನಾಟಕ ಸರ್ಕಾರ

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ

ಪ್ರಪತ್ರ 15

(78 ನೇ ಪ್ರಕರಣ ಹಾಗೂ 110ನೇ ನಿಯಮವನ್ನು ನೋಡಿ)

Receipt No : 4717 ಕಛೇರಿ : ಬಿದರಹಳ್ಳಿ

Original ದಿನಾಂಕ : 02/11/2012

ಶ್ರೀ Opportunity Foundation Trust Rep by its Settlor Mr. Anand Chaturvedi -

ಇವರಿಂದ ಸ್ವೀಕರಿಸಲಾಗಿದೆ

2012 - 13 ವರ್ಷದ ಪುಸ್ತಕ - 4 ಪುಸ್ತಕದ 129 ಸಂಖ್ಯೆಯ ಪತ್ರದ ನೋಂದಾವಣೆಗಾಗಿ

Deliver

	ರೂ. ಪೈ.
ನೋಂದಣಿ ಶುಲ್ಕ	500.00
ಸೇವಾ ಶುಲ್ಕ	420.00
ಒಟ್ಟು :	920.00

Rs. 920.00 ನಗದಾಗಿ Paid in Cash

ನಗದಾಗಿ ಸ್ವೀಕರಿಸಿದ ಮುದ್ರಾಂಕ ಶುಲ್ಕ : ------------------------ + 1000.00

ಒಟ್ಟು : 1920.00

(ಅಕ್ಷರದಲ್ಲಿ) (ರೂ. ಒಂದು ಸಾವಿರದ ಒಂಬತ್ತು ನೂರು ಇಪ್ಪತ್ತು)

ಮೇಲಿನ ದಾಖಲೆಯನ್ನು 02/11/2012 ದಿನದಂದು ಕೊಡಲಾಗುವುದು

1920/-

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ ಬಿದರಹಳ್ಳಿ

Designed and Developed by C-DAC ,ACTS Pune.

BK IV 129 /2012-2013

ಈ ದಸ್ತಾವೇಜು...13.ಪುಟಗಳನ್ನು ಹೊಂದಿರುತ್ತೆ.
ಒಂದನೇ ಪುಟದ ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ...IV.129.
2012-2013

TRUST DEED OF OPPORTUNITY FOUNDATION TRUST

THIS INDENTURE made this ***Second day of November 2012*** at Bangalore by **Mr. ANAND CHATURVEDI ,** aged about 48 years, son of Mr. V.S.CHATURVEDI , residing at C – 0302, NITESH FOREST HILLS, SEEGAHALLI, HOSAKOTE KADUGODI ROAD, BANGALORE - 560067 , herein-after referred to as **"THE SETTLOR"** (which expression shall unless excluded by and/or repugnant to the context be deemed to include heirs, executors, administrators, legal representatives and/or assigns)

WHEREAS the settler is seized and possessed of or otherwise well and sufficiently entitled to the sum of 2,500/- (Rupees Two Thousand Five hundred only);

AND WHEREAS the settler is desirous of forming a Public Charitable Trust with the said sum of RS. 2,500/- (Rupees Two Thousand Five Hundred only) in the manner herein after appearing below:

THIS INDENTURE WITNEESETH that

1. ***NAME & OFFICE OF THE TRUST***

   The name of the Trust shall be OPPORTUNITY FOUNDATION TRUST and its office shall be for the present at **C 0302 NITESH FOREST HILLS, SEEGAHALLI, KADUGODI-HOSAKOTE ROAD, BANGALORE : 560067**, and/or at such place as the trustees herein may decide from time to time.

2. Whereas Mr. Anand Chaturvedi and certain Mr. S.N.Sriram are interested in undertaking certain charitable activities, hence the trust is being formed.

3. For effectuating the said desire and in consideration of the premises the settlers doth hereby grant convey transfer and assign unto the Trustees all that the said sum of Rs 2,500/- (Rupees Two Thousand Five Hundred only) which has this day been paid by the settler to the Trustees and full benefits and advantages thereof and all the right title interest property claim and/or demand whatsoever of the settler in to upon the said sum of Rs. 2,500/- (Rupees Two Thousand Five Hundred only) to have and hold the said sum of Rs. 2,500/- (Rupees Two Thousand Five Hundred only) hereby granted conveyed

transferred and assigned or expressed so to be unto the Trustees upon Trust as whether thereof as and for the public charitable objects and purposes.

4. ***OBJECTS OF THE TRUST :***

1. Help orphan and poor children in education with a view to make them self – sustaining citizens;
2. To improve the living conditions and dignity of life for the old people in old age homes or otherwise;
3. To assist in environment protection or conservation activities by spreading awareness and conducting campaigns etc.
4. To grant relief and assistance to the needy victims during natural calamities such as famine, earth quake, Tsunami, Flood, fire, pestilence, etc and to give donations and other assistance to institutions, establishments or persons engaged in such relief work who are registered under Sec 12A of the Income Tax Act, 1961.
5. To contribute to charitable institutions (registered under Section 12A of The Income Tax Act, 1961) having similar objects of the Trust;
6. To undertake, carry out and support any other activity calculated to promote good environment in the society especially in the case of the poor, needy and underprivileged free of cost.

The Trustees shall also be entitled to carry out such other activities as they may decide by majority from time to time. The above objects shall be carried out for promoting the interests of the poor and the needy citizens irrespective of any caste, creed or religion and also without any fees or consideration.

TRUSTEES :

a) The Trust consists of the following Trustees who shall be called the "First Trustees and First Office Bearers."

i) **Mr. Anand Chaturvedi,** aged about 48 years, son of Mr. V.S.CHATURVEDI, residing at C- 0302, NITESH FOREST HILLS , SEEGAHALLI, KADUGODI-HOSAKOTE ROAD, BANGALORE 560067 : **TRUSTEE**

...u... ನೇ ಪುಟದ ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ... IV 129
2012-2013

ಗುರುತಿಸುವವರು

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Ravichandra Bhat S/o M.S. Bhat No 191, 6th Cross, RHB Colony, Bangalore-48	
2	Sathish Singh S/o Munisingh No 21, A. Narayanapura, Bangalore-16	

ಹಿರಿಯ ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
ಬದರಹಳ್ಳಿ, ಬೆಂಗಳೂರು-49.

" Opportunity Foundation Trust "

ಹಿರಿಯ ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
ಬದರಹಳ್ಳಿ, ಬೆಂಗಳೂರು-49.

4 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು
ನಂಬರ BDH-4-00129-2012-13 ಆಗಿ
ಸಿ.ಡಿ. ನಂಬರ BDHD91 ನೇ ದ್ದರಲ್ಲಿ
ದಿನಾಂಕ 02-11-2012 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

2/11/12

ಉಪನೋಂದಣಾಧಿಕಾರಿ (ಬದರಹಳ್ಳಿ)

ಹಿರಿಯ ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
ಬದರಹಳ್ಳಿ, ಬೆಂಗಳೂರು-49.

5 ನೇ ಪುಟದ ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ IV 129 2012-2013

ii) **Mr. S.N.Sriram** , aged about 40 years, son of Mr. S.S.NARAYANAN , residing at D-101 Shriram Spurthi Apartment ITPL Main Road Near CMRIT College Bangalore 560037

: **TRUSTEE**

b) The first trustees will retire at the end of the first year / first month and are eligible to be reappointed.

c) The prospective trustees may be those persons who subscribe to the objectives of the Trust and who shall be duly appointed by the "First Trustees and First Office Bearers" or by the Managing Trustee.

d) The number of the Trustees shall not be less than two and more than seven. If the number of the trustees shall fall below two, the Trustees shall not, except for the purposes of filling any vacancy, act so long number is below the said minimum.

e) The First Trustees and First Office Bearers for the time being or the Managing Trustee will be at liberty to appoint additional Trustee within the number mentioned above for such period or on-such terms as to retirement and re-appointment as the trustees for the time being considered proper.

f) The Settler shall be the Managing Trustee who in turn shall appoint Managing Trustees if required form time to time.

Trust Fund:

a. That the trust fund may be augmented by the income from the initial fund and also by donations and other contributions from time to time from other Trustees or Donors to the Trust.

b. That the Trust Fund shall not be applied for any other purpose other than those specified in Para 4 (i.e.) Objects of the Trust.

c. That the Trustees shall always maintain proper accounts of the Trust which shall be kept at the office of the trust.

5. **ADVISORS:**

......6......ನೇ ಪುಟದ ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ....IV 129......
2012-2013

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 Opportunity Foundation Trust Rep by its Settlor Mr. Anand Chaturvedi , ಇವರು 1000.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವದನ್ನು ದೃಡಿಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ನಗದು ರೂಪ	1000.00	Paid in Cash
ಒಟ್ಟು :	1000.00	

ಸ್ಥಳ : ಬಿದರಹಳ್ಳಿ

ದಿನಾಂಕ : 02/11/2012

2/11

ಹಿರಿಯ ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
ಉಪ-ನೋಂದಣಾಧಿಕಾರಿ
(ಬಿದರಹಳ್ಳಿ)

Designed and Developed by C- DAC ,ACTS Pune.

The Trustees will have the powers to appoint advisors/attorneys/consultants/agents to the Trust with or without any remuneration and for the period as decided by the trustees. The Trustees shall also have the power to delegate any or all of the powers vested on them under these presents and from time to time remove such advisors/attorneys/consultants/agents and to appoint other or others in his or their place.

6. ***POWER OF TRUSTEES***:

The Trustee or trustees for the time being of the said Trust shall have the following powers and the said Trust and/on the Trust Properties shall be governed by the following rules and regulations: -

a) To enter into any contract on behalf of the Trust.

b) To open Bank accounts and provide for operation thereon as the Trustee may deem fit from time to time.

c) To raise loans from financial institutions / Other Parties, with or without offering Trust property as collateral.

d) To accept and receive gifts, grants, endowments, contributions and donations in cash or kind.

e) To institute, prosecute and to defend all suits, legal and other proceedings.

f) To appoint, terminate, dismiss, suspend and otherwise deal with employees of the Trust.

g) To appoint or make provision for the appointment of any person (including all or any of the Trustees and committees or administrator or Managing Trustees or otherwise) for the purpose of the administration of the Trust in such manner and subject to such rules and regulation as the Trustees may prescribe and also to appoint or provide for the appointment of separate Trustees to hold any fund or investment subject to the provisions of this Deed in such manner and subject to such rules and regulations as the Trustees may from time to time think fit.

h) To sell, dispose of, alienate or otherwise deal with any property, movable or immovable, Comprising of the Trust fund.

i) To make, alter, amend, or modify or repeat schemes, rules & regulations, bye-laws etc. for carrying out the objects of the trust.

j) To take all necessary steps for the preservation and safety of the trust fund and trust properties and to affect such insurance of the trust properties as the trustees may think fit and proper. Prior to giving effect to any of these powers, the Trustee/Trustees have to get the same passed through a resolution.

k) To apply the whole or part of the income of the trust or accumulation thereof in whole or part of the corpus of the trust fund for any one or more of the objects of the trust as the trustees may, in their discretion from time to time, determine

l) To establish, promote, manage, organize or maintain or to assist in establishing, promoting, managing, organizing, or maintaining any branch of the Trust or any other Trust or it branch with objects similar to those of this Trust and to promote or carry on the affiliation or amalgamation of such other trust with this trust.

m) To convert and deal with investments comprised in the trust fund and / or to carry the investment for the time being in the modes prescribed under section 11(5) of the Income Tax Act, 1961.

7. ***VACANCIES OF THE TRUST*** :

The office of the Trustee shall become vacant in the following circumstances:

a) By death

b) A trustee is deemed to demit office as a Trustee on his resignation

c) By becoming totally incapable of function as a Trustee either due to old age or illness resulting in mental or physical.

d) By being convicted by a competent Court of law an offence involving moral turpitude. The decision of majority of Trustees in this regard shall be final.

e) Any of the Trustees may be removed from the Trusteeship by a resolution passed by the majority of the Trustees in the event of his/her acting in a manner detrimental to the interest of the Trust or in a manner affecting the decency and decorum of the trust. However, before removing any Trustee Under this clause he/she shall be given ample opportunity to explain the allegations against him/her.

BANK ACCOUNT:

The Trustees for the time being of the said Trust shall be entitled from time to time on resolution passed to that effect by the Board of Trustees, to open and maintain a banking account as savings and/or over – draft, in the name of the said Trust or properties or 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 the Trustees Jointly.

8. ***INVESTMENTS:***

The Trustee or Trustees shall be at liberty in their absolute discretion to invest the Trust properties and any other moneys requiring investment in any one or more of the following investment as the Trustee or Trustees may from time to time deem fit *and as permitted by the Indian Trust Act, 1882* namely –

I. Stocks, Debentures, Securities whether ordinary, preference, deferred or otherwise in any public and/or other joint stock companies in which whether or not the Trustees under any law for the time being in force in the union of India be entitled to invest.

II. Any stock or securities or debentures the interest whereof shall have been guaranteed by the Government of India or the Government of any other States in the union of India;

III. Stock, securities or debentures issued by any Municipality of any place in India or any other local authority in any state of India.

IV. Fixed or other deposit with any bank or with any person, firm, society, post office or company;

V. In lending moneys on mortgages, pledge or hypothecation of any movable property;

9. ***PROPERTY OF THE TRUST*** *:*

All the properties of the Trust, if any shall vest with the Board of Trustees. The Board of Trustees by 2/3rd majority shall be entitled to purchase, sell, mortgage or lease the Trust properties.

It shall be lawful for the Trustee or Trustees for the time being of the said Trust to acquire any immovable property or properties either absolutely or on the basis of lease and/or monthly tenancy on such terms and conditions as the said Trustee or Trustees may think fit and proper. It shall be lawful for the Trustee or Trustees to pull down, renovate, rebuild, alter, improve, add to, develop or repair any immovable property comprised in the Trust properties or the income thereof as he or she or they may think fit.

The Trustee or Trustees shall also be entitled to enter agreements or covenants with the owners of or persons interested in any other properties and whether restrictive or otherwise and whether for the benefits of the properties as they may from time to time in their absolute discretion think fit.

The Trustee or Trustees shall also have power to insure the Trust properties or such of them or such part thereof as the trustee or Trustees from time to time think fit against loss by fire, lightning or civil commotion or other risk or losses but no liability shall be attached to the Trustee or trustees or any of them by reason of any of the Trust properties remaining uninsured in any way, the Trustee or Trustees shall also have the power after paying all rents, rates, taxes and other outgoing and expenses to set apart Trust Funds for repairs, acquisition of properties or by way of depreciation or sinking fund and to utilize the same and the income thereof for repairs, acquisition or reinstatement of Trust properties and in the meantime to invest the same in the manner provided in these presents;

10. ***TRUSTEES TO RENDER TRUE ACCOUNTS:***

The trustees shall cause true and accurate accounts to be kept of all moneys received and spent and all materials in respect thereof in the course of management of trust fund or in relation to carrying out the objects and purposes of the trust as well as assets, credits and efforts of the trust.

11. ***ACCOUNTS, ACCOUNTING YEAR*** :

The Trustee or Trustees for the time being of the said Trust shall maintain regular books of account and shall prepare Balance Sheets & statement of accounts for each financial year. The Board of Trustees shall get the accounts of the Trust duly Audited once every year by a Chartered Accountant. The year of Account of the Trust shall be financial year. It shall however, be open to the trustees to change the year of account, if they find it more convenient to do. The First year's accounts shall be closed at end of 31st March.

IRREVOCABLITY OF THE TRUST :

This Trust is irrevocable if for any reason this Trust fails or it is resolved either unanimously or by not less than three fourth majority of the Board of Trustees then in office, to dissolve or to wind up this Trust, then the assets of the Trust shall be transferred to any other Charitable Trust, Society, Association or Institution whose objects are similar to those of this Trust and which enjoys recognition under Section 80G of the Income Tax Act 1961 as amended from time to time.

12. ***BENEFITS OF THE TRUST:***

The benefits of the Trust shall be open to all irrespective of caste, creed or religion.

13. ***INDEMNITY:***

The Trustees shall be chargeable only for such money, stocks, shares and funds as shall actually come into their hands. A trustee shall not be answerable or accountable for neglect, default, acts of commission or omission of the other trustees or of any banker or other person with whom the trust properties or any securities comprised in the trust fund have been deposited or kept.

The trustees herein shall stand indemnified against any act done in good faith and without negligence.

14. ***INVESTMENTS:***

The funds of the trust shall be invested in the modes specified under the provision of section 13(1)(d) read with section 11(5) of The Income Tax Act, 1961 as amended from time to time.

15. ***FUNDS OF THE TRUST:***

The funds and the Income of the trust shall be solely utilized for the achievements of its objectives and no portion of it shall be utilized for payments to the trustees by way of profit, interest, dividend etc.

16. ***AMENDMENT:***

No amendment to the Trust/Deed shall be made which may prove to be repugnant to the provisions of sections 2(15), 11, 12, 13 and 80G of The Income Tax Act, 1961 as amended from time to time. Further no amendment which is repugnant to the above said provisions of the Income Tax Act shall be carried out without the prior approval of the Commissioner of Income Tax.

17. ***MEETINGS:***

The Board of Management shall be entitled to meet as many times as the Managing Trustee, may find it necessary. In case of emergency meeting of the Trust can be held by giving 24 hours notice. Otherwise the meetings of the Trust shall be convened by giving one-week notice.

The Trustees shall form and regulate their own procedure relating to the meetings of the Board of Trustees and shall fix the quorum for the meetings whenever necessary. A meeting of the Trustee for the time being at which quorum (if necessary) is present, shall be competent to exercise all or any of the authorities, powers, discretion's by or under these presents vested in the Trustees or otherwise exercisable by them.

Resolution passed without any meeting of the Trustees but by circulation thereof and evidenced in writing under the hands of two thirds of the trustees shall be as valid and effectual as a Resolution duly passed at a meeting of Trustees.

18. ***REMUNERATION AND REIMBURSEMENT OF EXPENSES*** :

The Trustees will not be entitled to receive any remuneration as Trustees but may reimburse themselves for all expenses actually incurred by them in connection with the Trust or their duties relating thereto in the attainment of the objectives.

19. ***SAFE CUSTODY OF IMPORTANT DOCUMENTS*** *:*

The Trustees shall provide for safe custody of all securities, investments, bonds, title deeds etc. relating to the trust estate.

20. ***AMENDMENT OF THE PROVISIONS OF THE TRUST DEED*** *:*

The Trustees for the time being together with the settler (if any) may be three fourth majority of their total number amend any of the provisions other than the objects of the Trust Deed.

21. In case of difference of opinion arising among the Trustees and in all matters wherein the Trustees shall have discretionary powers, the Managing Trustee shall have the final say in all such disputes.

22. ***DISSOLUTION:***

In the event of the 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/members of the managing committee/government body but the same shall be transferred to another charitable trust whose objects are similar to those of this trust and which enjoys recognitions under Section 80G of the Income Tax Act, 1961, as amended from time to time.

23. **ACCEPTANCE OF THE TRUST** :

The trustees above named accept this trust.

IN WITNESS WHEREOF the PARTIES hereto have met & subscribed their respective hands & seals the day month & year first above written.

SIGNED SEALED AND DELIVERED by

The SETTLOR at Bangalore in the presence of: -

SETTLOR/ MANAGING TRUSTEE

SIGNED SEALED AND DELIVERED by

The TRUSTEES at Bangalore in the presence

TRUSTEE **TRUSTEE**

Witness

1) 2/11/12
No. 25. Amarjyothi nagar
B'lore 46

2) 2/11/12
No. 191 6th cross
R B colony Bhuvan

Drafted by
MANJUNATH
ADVOCATE
No. 41, Medahalli, Virgonagar Post
BANGALORE 49

2 ನೇ ಪುಟದ ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ IV 129
2012-2013

Print Date & Time : 02-11-2012 12:20:09 PM

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 129

ಬಿದರಹಳ್ಳಿ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಶಿವಾಜಿನಗರ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 02-11-2012 ರಂದು 12:11:11 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	500.00
2	ಸೇವಾ ಶುಲ್ಕ	420.00
	ಒಟ್ಟು :	920.00

ಶ್ರೀ Opportunity Foundation Trust Rep by its Settlor Mr. Anand Chaturvedi ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ Opportunity Foundation Trust Rep by its Settlor Mr. Anand Chaturvedi			Chaturvedi

ಹಿರಿಯ ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
ಸಬ್ ರಿಜಿಸ್ಟ್ರಾರ್
ಬದರಹಳ್ಳಿ, ಬೆಂಗಳೂರು-49.

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	Opportunity Foundation Trust Rep by its Settlor Mr. Anand Chaturvedi (ಬರೆಸಿಕೊಂಡವರು)			Chaturvedi
2	Opportunity Foundation Trust Rep by its Trustee Mr. S.N. Sriram . (ಬರೆಸಿಕೊಂಡವರು)			Sriram

ಸಬ್ ರಿಜಿಸ್ಟ್ರಾರ್
ಹಿರಿಯ ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
ಬದರಹಳ್ಳಿ, ಬೆಂಗಳೂರು-49.