

48699

³Date : 21-08-2000

Serial No : 5,518 - Denomination :

Purthased By : ALLURI MURTHY RAJU

For Whom: EDUCATIONAL TRUST

S/O SOMA RAJU VIZIÁNAGARAH

Ex.Officio Stamp Vendo S.R.O. VIZIANAGARAM

(R.O)

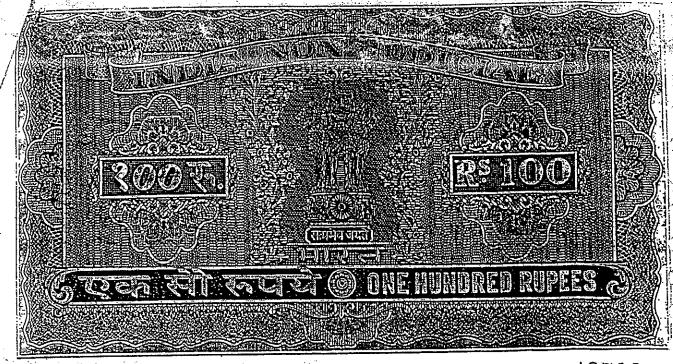
MISTRAS 3 E H D 60 E

TRUST DEED: 🎉 🗟

This indenture of settlement made at Vizianagaram, Andhra Pradesh on this 24th day of August, Two Thousand between SHRI CHERUKURI VENKATESWARA RAJU, aged about 67 years and Industrialist, S/o. Late Cherukuri Venkatapati Raju, Indian inhabitant, residing at H.No. 15-03-27, Opp. to Century Club, Maharanipet, Visakhapatnam-530 002, Andhra Pradesh, hereinafter referred to as the SETTLER (Which expression shall, unless repugnant to the context or meaning thereof, means and includes his heirs, executors, administrators and assignees) of the ONE PART;

and

SHRI ALLURI:MURTHY RAJU, aged about 66 years and Educationist and 1. Industrialist, S/o. late Alluri Soma Raju, Indian Inhabitant, residing at "Annaupurna", Hunter Road, Warangal-506 001, Andhra Prdesh,



48700

toate : 21-08-2000

Serial No : 5,519

Denomination: 100

Furchased By :

For Whom : SRI RAMA EDUCATIONAL TRUST

S/O SOMA RAJU VIZIANAGARAM Missing alown

Sub Registrat
Ex.Officio Stamp Vendo
S.R.O. VIZIANAGARAM
(R.O)

- Dr. PUSAPATI SATYA SITARAMA GAJAPATI RAJU, aged about 64 years, Medical Practitioner
 S/o. (late) Peda Rama Raju, Indian Inhabitant, residing at
 H.No. 27-3-10B, Dasannapeta, Vizianagaram 535 002
- 3. SHRI CHERUKURI VENKATAPATI RAJU, aged about 39 years, Educationist and Industrialist, S/o. Shri Ch. Venkateswara Raju, Indian Inhabitant, residing at H.No. 15-03-25, Opp. Century Club, Maharanipeta, Visakhaptnam -530 002. Andhra Pradesh.
- 4. SHRI VODITHALA SRINIVASA RAO, aged about 37 years, Educationist and Industrialist, S/o. Sri V. Rajeswara Rao, Indian Inhabitant, residing at H.No. 60-M2, Sanjiva Reddy Nagar, Hyderabad, Andhra Pradesh.
- 5. SHRI ALLURI SATYANARAYANA RAJU, aged about 36 years, Educationist and Businessman S/o.Sri A. Murty Raju, Indian Inhabitant, residing at D.No. 7-5-5-32(4), Flat II/1, Sunrise Apartment, Beach Road, Pandurangapuram, Visakhapatnam-530 003. Andhra Pradesh.

Hereinafter referred to as the "ORIGINAL TRUSTEES" (which expression shall, unless Jugnant to the context or meaning thereof, includes their survivors or surviving or continu- η original Trustee or Trustees and l or their heirs and executors and administrators of the // flast surviving or continuing original Trustee or Trustees) for the time being on this present (s) of the OTHER PART.

Whereas the Settler, in consideration of the agreement and understanding hereinafter made by the ORIGINAL TRUSTEES and being desirous of furthering the cause of Education, Training Research and Development, particularly in the fields of Medicine, Dentistry, Pharmacy, Nursing, Veterinary Sciences, Health care delivery and other associated professions, and recognizing the valuable contributions already being made by the ORIGINAL TRUSTEES, the SETTLER, as in anticipation of the execution of these presents, transferred to the said ORIGINAL TRUSTEES a sum of Rs. 9999/ (Rupees Nine Thousand Nine Hundred and Ninety Nine) by Cheque, the receipt of which the said Original Trustees do hereby acknowledge to be held by the original trustees upon the Trust powers, and whereas SHRI ALLURI MURTHY RAJU has, at the request of the SETTLER, agreed to act as MANAGING TRUSTEE and CHAIR-MAN, BOARD OF TRUSTEES of these presents as is testified by joining these presents.

The SETTLER and ORIGINAL TRUSTEES are presently staying at VIZIANAGARAM, Vizianagaram Dist., Andhra Pradesh, NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

NAME OF THE TRUST:

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The trust hereby created shall always be agreed and referred to as SRI RAMA EDUCATIONAL TRUST

TRUST OFFICE: 2.

For the present, the office of the Trust is located at Visakhapatnam at H.No. 50-52-15\4, HIG, Plot No. 15, Seethammadhara, North Extension, Visakhapatnam-530 013. Andhra Pradesh. If and when necessary, the office of the Trust can be shifted elsewhere by the Trustees.

OBJECTS OF THE TRUST:

To promote medical education and health care delivery by establishing, developing and maintaining medical colleges, paramedical colleges, veternary colleges, Nursing Institutions, spitals, Diagnostic Centres, Child Welfare Centres, Biotechnology institutions, and research and Training Centres, to carryout Scientific work including Training in India besides carryingout welfare activities for the benefit and use or the general publicated needy poor people.

- 3.2 To establish, run, support and grant aid or other financial assistance to Schools, Colleges, Libraries, Reading Rooms, Universities, Laboratories, research and other institutions of the like nature in India, for use of the students and the staff and also for the development and advancement of education and diffusion of knowledge amongst the public in general.
- 3.3 To establish, maintain and run studentships, scholarships and render other kind of aid to students including supply of books, stipends, medals and other incentives to study, without any distinction as to caste, colour, race, creed or sex.
- 3.4 To establish, maintain or grant aid to homes for the aged, orphanages or other establishments for the relief and help to the poor, needy and destitute people, orphans, widows and aged persons.
- 3.5 To establish and develop institutions for the physically handicapped and disabled or mentally retarded persons and to provide them education, food, clothing or other help.
- 3.6 To grant relief and assistance to the needy victims during natural calamities such as famine, earth quake, flood, fire, pestilence etc., and to give donations and other assistance to institutions, establishments or persons engaged in such relief work.

4. BOARD OF TRUSTEES:

4.1 The number of Trustees of the said Trust shall not at any time be to more than 9 LIFE TIME TRUSTEES & 4 NOMINATED TRUSTEES, in addition to the above mentioned 5 ORIGINAL TRUSTEES. All the Trustees together constitute the BOARD OF TRUSTEES.

The Managing Trustee of the said Trust Shri ALLURI MURTHY RAJU shall be the CHAIRMAN of the Board of Trustees.

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The original Trustees of the said Trust are:

- 1. 🤞 SHRI ALLURI MURTHY RAJO 🖁
- 2. DR. P.S.S. GAJAPATI RAJU
- 3. SHRI CH. VENKATAPATI RAJU
- 4. SHRI V. SRINIVASA RAO
- 5. SHRI A. SATYANARAYANA RAJU
- Trustee & other Original Trustees, during their respective lives of the Trustees, be entitled to appoint any other person, who shall, on the permanent retirement of such original Trustee becomes a Trustee in place of such original Trustee so retiring and who shall be vested with all the powers as are vested under these presents in the original Trustees so retiring and shall for all purposes of these presents be deemed to be an original Trustee. For the purpose of this clause an original Trustee shall be deemed to permanently retire if such original trustee, by a letter, intimates the Trustees that he desires to permanently retire from the office of the original Trustee.
- 4.4 Each of the original Trustees shall be entitled to nominate any other person, either by a notice given to the Trustees or by a will, who shall, on the death of such original Trustee, becomes a Trustee in place and instead of the deceased original Trustee and shall be vested with all the powers as are vested in such deceased original Trustee under these presents, at the time of his death and shall, for the purpose of these presents be deemed to be an original Trustee. Nothing contained herein shall prohibit the original Trustee from changing the name of such nominee during the original Trustee's lifetime.
- 4.5 The original Trustees shall have the power at any time and from time to time to jointly nominate any other person as LIFE TIME OR NOMINATED TRUSTEES. Provided always that the total number of Trustees so nominated shall not at any time, be more than Thirteen.
- 4.6 A Trustee nominated in terms of clause 4.5 above shall either hold office for life, hereinafter called LIFE TIME TRUSTEE, or for a specific period of three years, hereinafter called NOMINATED TRUSTEE as decided by the original Trustees. Provided, however, the total number of nominated Trustees shall not be more than Four.
- 4.7 A nominated Trustee shall hold Office for three years period of nomination from the date of nomination and on the expiry of the said term shall be deemed to have retired from the

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trustee in terms of Clause 4.6. Provided that a nominated Trustee who falls to attend there consecutive meetings of the Trust without the prior permission of the Managing Trustee shall cease to be a Trustee.

- 4.8 Any Trustee nominated for Life Time in terms of clause 4.6 above shall be entitled to nominate any other person, either by a notice given to the Trustees or by a will, who shall, on the death of such Lifetime Trustee, becomes a Trustee in place and stead of the deceased Lifetime Trustee and shall be vested with all the powers as are vested in such decased Lifetime Trustee under, the presents, at the time of his death and shall, for the purpose of these presents, be deemed to be a Lifetime Trustee. Nothing contained herein shall prohibit the Lifetime Trustee from Changing the name of such nominee during his Lifetime.
- 4.9 Any trustee nominated for limited period in terms of clause 4.6 may retire or resign from the office of the Trustee.
- 4.10 If the office of a Trustee, nominated for limited period in terms of clause 4.6, is vacated either by death, insanity, resignation, insolvency, refusal or neglect to act as a Trustee or leaves India or is absent from India for a continuous period of not less than six months or otherwise becomes incapable or unfit to act in the trust of these presents, the resulting vacancy shall be filled by a nomination jointly by the original trustees.
- 4.11 Trustees shall not be entitled to any remuneration and shall work in an honorary capacity. They shall however be entitled to receive the out of pocket expenses incurred by them in discharging the cause of the Trust.

5. MEETINGS OF THE BOARD OF TRUSTEES:

- 5.1 The Board of Trustees shall meet as often as necessary for the dispatch of the business of the trust but not less than twice in a calendar year and Four members shall form a quorum for any meeting of the Board of Trustees.
- 5.2 The Managing Trustee shall be the CHAIRMAN of the Board of Trustees and, if present, shall preside at the meeting of the Board of Trustees. In the event the Managing Trustee is unable to be present at any meeting, one of the Turstees shall be nominated by the Managing Trustee to preside over the meeting.
- 5.3 Subject to the Objects of the Trust, clauses 4.1 to 4.11, 5.1 and 5.2, the Trustees shall form and regulate their own procedure relating to the meetings of the Board of Trustees.

- 5.5 If a resolution is to be passed by the Board of Trustees at a meeting on an issue touching the administration of the Trust, the opinion of the majority of the members attending and present at the meeting shall prevail. Provided that it shall be competent however for the Trustees to adopt a resolution by circulation. In case there being equality of votes, the Managing Trustee (CHAIRMAN) present at the meeting will have a CASTING VOTE to decide.
- 5.6 The Board of Trustees shall keep or cause to be kept a Minute Book in which all their proceedings shall be recorded regularly.
- 6. DUTIES RESPONSIBILITIES OF THE BOARD OF TRUSTEES:

FOR THE FURTHERANCE OF THE OBJECTS OF THE TRUST, THE TRUSTEES SHALL HAVE THE FOLLOWING DUTIES, RESPONSIBILITIES AND POWERS:

- 6.1 To hold and stand possessed of the said sum of Rs. 9,999/- (rupees Nine Thousand Nine Hundred and Ninety Nine only) transferred by the settler and all other moneys, donations, contributions, all the property or properties, movable or immovable which may hereinafter be paid, received or generated or transferred to the Trust and investment or investments for the time being representing the same and the income, profits and interest arising therefrom, hereinafter called and referred as Sri Rama Educational Trust Fund.
- 6.2 To invite and receive or without such invitation receive any voluntary contributions and donations either from the settler or from the Trustees or from any member or members of the public including any firm, company or Institution by way of donation, contribution, grant, subsidy, legacy, trust or otherwise for all or any of the objects of the Trust provided that they are not inconsistent with any objects of the said Trust.
- 6.3 To borrow or raise or secure payments of moneys and also to lend money either with or without security.
- 6.4 To invest the properties and moneys of the Trust in such manner as prescribed under section 11 of the Income Tax Act 1961 and other statutory laws.
- 6.5 To open and operate current or deposit or other accounts with any scheduled Bank or Banks by a resolution and to authorize any one or more of the Trustees or any other Person either singly or jointly or severally to operate such accounts.

- 8: To maintain or cause to be maintained Books of Accounts of the Trust and to get such accounts audited energy year by a Chartered Accountant.
- 6.7 To maintain a set of Advisers and unite their services for the purpose of further as of the objects of the Trust.
- 6.8 To frame rules and regulations as to the duties and responsibilities of each Trustee, to appoint subcommittees and to prescribe the mode of conducting any other matters connected with the administration of the Trust and its management.
- 6.9 To extend by a resolution the activities of the Trust or undertake any activity in furtherance of the main objects of the Trust.
- 6.10 To do such other lawful things that are incidental in carrying out the Administration and Management of the Trust.
- 6.11 The Managing Trustee shall look after the management, control over the property and all affairs of the trust and shall have the right to take such decisions on matters of urgent nature in the interest of the object of the Trust which will be got ratified at the subsequent meeting of Board of Trustees.
- 6.12 The Trustees may pass a resolution without any meeting of the Trustees but by circulation thereof and evidenced in writing under hands of managing Trustee & Two other original Trustees shall and the same be as valid and effectual as a resolution duly passed at a meeting of the Board.

7. CUSTODY OF DOCUMENTS:

The Managing Trustee or any other Trustees, if so authorized by the Board of Trustees, shall have the custody of all the documents, deeds and Titles relating to the Trust properties and investments and the books of accounts and other records relating to this Trust and shall be responsible for preservation of the same.

8. CHANGE OF OBJECTS:

The Board of Trustees shall not change, add or modify any of the objects herein contained without the prior approval of the Income Tax Department.

9. IRREVOCABILITY:

It is declared that the Trust is irrevocable. If the Trust fails for any reason in the opinion of the Trustees, the net assets of the Trust, both movable and immovable shall be handed over to any other Trust having the same objects and which has been recognized by the income tax provisions of section 80G shall apply and as decided by the majority of the Trustees.

In witness whereas of the parties here to have hereunto set and subscribed their re ctive hands and seals the day, month and year hereinabove written.

Signed and delivered by the above named Shri CH. VENKATESWARA RAJU

SETTLER

Signed and delivered by the above named SHRI A. MURTHY RAJU

MANAGING TRUSTEE & CHAIRMAN

Signed and delivered by the above named Dr. P.S.S. GAJAPATI RAJU

Signed and delivered by the above named Shri Ch. VENKATAPATI RAJU

ORIGINAL TRUSTEE

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Signed and delivered by the above named Shri V. SRINIVASA RAO.

Signed and delivered by the above named Shri A. SATYANARAYANA RAJU

IN THE PRESENCE OF:

WITNESS No. 1

Shri Rajasagi Devi Kumar Somasundara Suryanarayana Raju S/o. Padmanabha Raju Ananda Gajapati Road Vizianagaram

WITNESS No. 2

Shri Gottumukkala Venkata Ramana Murty Raju S/o. Vijaya Rama Chandra Ra**j**u 🦠 Dasannapeta Vizianagaram

(Signature)