Certificate of Registration

Reg. No. 90176

№ 1943

P. T. R. Office Belgaum Region Belgaum

Name of P. T. Sarab Kuaja Trust Kasarkod Tal. Honavar

Reg. No. E-237 (Kwr)

To whom issued Dr. Kusum B. Sorab of Kasarkod Tal-Honavar.

Date 14-7-1976.

Assistant Charity Commissioner
Issuing Authority
Belgaum Region, Belgaum,

MOSC No. 42/2022
Exp1/Pw1
24-8-2023

Senior Civil Judge & JMFC
Honavar

COURT OF THE CIVIL JUDGE (Sr. Dn.) HONNAVAR

ಯಥಾ ನಕಲು

ನಕಲಿಗೆ ಅರ್ಜಿ ಮಾಡಿದ ದಿನಾಂಕ 21/7/2023 ಅರ್ಜಿ ಸಂಖ್ಯೆ

ನಕಲು ತಯಾರಾದ ದಿನಾಂಕ 7/8/2023 ನಕಲು ಫೀಜು 10=00

ನಕಲು ನೀಡಿದ ದಿನಾಂಕ 7/8/2023 ತಾಳೆ ಫೀಜು 2=00

ನಕಲು ತಯಾರಿಸಿದವರ ಸಹಿ Xerox ಹೆಚ್ಚಿನ ಫೀ 2=00

ನಕಲು ತಾಳೆ ನೋಡುವವರ ಸಹಿ .... ಪಿ.ಓ. ಚಾರ್ಜ್ —

ಅಂತೂ ರೂ. 14/- ಹದಿನಾಲ್ಕು ರೂಪಾಯಿ ಮಾತ್ರ. ಒಟ್ಟು ಅಂತೂ 14=00

ಅಧೀಕ್ಷಕರು
ಸಿ.ಪ್ರಾ.ದ.ನ್ಯಾ (ಸಿ.ನ್ಯಾ)
ಹೊನ್ನಾವರ

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EXAMINER

CRNO 619/23

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2) Copying fees called for on —
3) Copying fees paid on 20/11/23
4) Applicant told to appear on 4/12/23
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20/11
Examiner
Certified that this is a True and accurate copy of the original and the matters appearing in the originals has been faithfully copies with no modification.

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SNEHAKUNJA TRUST REGD. NO. E237(KWR)

THIS DEED OF TRUST IS MADE ON THIS THE 3RD DAY OF September 2019 AT HONNAVAR BY

Name	Aadhar Number	Address
Dr. Ramachandra Bhatta	3212 2259 7905	Padmashree, 2-10-778/19 Nodu, 5th Cross, Bejai New Road , Bejai, Mangalore-575004 9740022668 rcbhat@gmail.com
Shri. Narasimha Hegde	4966 2758 4298	Manigadde, Vanalli Sirsi, Uttara Kannada -581336 9448965015 lifetrusts@gmail.com
Dr. Mahesh Pandit	5357 9715 2282	'Samanvitha' 3060/2A/1 Opp. Road of Surpi Center Bandegadde, Honnavar, Uttara Kannada -581334 9449359588
Dr. M D Subhash Chandran	2684 0539 4468	763/10, Sokanmakki Cross, Hosahervatta, Kumta, Uttarakannada -581343 Cell:9449813043 mdschandra@yahoo.com
Shri. K N Anand	4219 7130 9374	C/O., No. 13,3rd Cross, Ground Floor, Desai Garden, Vasantapura Main road, Bangalore South, Konanakunte, Bengaluru-560062 9945671947
Rajarajeshwari Joshi	6982 1513 7114	Kadambini 2nd Main Road, 5th Cross, Opp. Hanuman Driving School, Narayanpur, Dharwad 9480189642 rajeshwari65@gmail.com
Smt. Sumitra Kaushik	7802 6300 7746	Saraswath Keri Opp. Janartdan Temple, Manki, Honnavar -581348 9481054145 kaushiksuma@rediffmail.com

misc no 42/20
Exp 2 / PW1
24-8-2023

Senior Civil Judge & JMFC
Honavar

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EXAMINED

COURT OF THE CIVIL JUDGE (Sr. Dn.) HONNAVAR

WHEREAS, the Settler is desirous of setting of TRUST Rs. 500/- (Rupees five hundred) only for the purpose of hospitals, medical centers, educational institutions, nurseries, homes for destitute, children, woman and men, and all other things specified in the aims and objectives of this trust stated hereinafter for the development of health of the general public anywhere in India.

WHEREAS the TRUST above named and the Trustees constituting thereof have agreed to accept from the Settler (Dr. Kusuma Sorab), the said sum of Rs. 500/- for the purpose of carrying out the aims and the objectives of the Settler under the directions set forth herein as the enable the Trust to prosecute its objectives according to the directions and wishes of the Settler.

NOW THEREFORE, THESE PRESENT WITNESS AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

1. **NAME AND REGISTRATION:**

   This charitable Public Trust shall be designated as and known by the name "SNEHAKUNJA" herein above and hereinafter referred to as the TRUST which be registered under the **BOMBAY PUBLIC TRUST ACT 1950**

2. **REGISTERED OFFICE:**

   The headquarters of Trust shall be at Kasarkod village -581342, Taluka Honnavar, Uttara Kannada District, Karnataka

3. **PROPERTIES:**

   The properties of the Trust shall consist of Rs. 500/- paid by the Settler to the Trustees at or before the execution of these presents, the payment and receipt whereof the trustees do here by admit and acknowledge and movable and immovable properties as may accrue to and be acquired by the Trust from time to time by donations, grants, contributions, Gifts, purchase/s or in any other way whatsoever.

4. **AIMS AND OBJECTS:**

(A) To organize medical aid to every kind to the poor and needy of every caste, creed and religion and to promote general public health.

(B) To look after destitute, children, women and men without distinction of caste, creed and religion and resettle them by arranging for their education employment etc.

(C) To promote study and research in medicines.

(D) To undertake rural health & development projects for improving the conditions of the rural population in the country.

(E) To establish demonstration farms and dairies to educate farmers in scientific farming, gardening and animal husbandry.

(F) To do all such things deeds, incidental or conducive to attain the above objects or any of them.

(G) To provide holistic health services for local communities and destitute people at reasonable cost and also provide voluntary health services.

(H) To conserve coastal/marine, wetlands and forest ecosystem services by promoting enterprises that is compatible with sustainable uses of natural resources.

(I) To support the welfare of communities dependent upon agriculture, fishing and forest activities in the region and nationally.

(J) To engage in conservation-oriented research, extension and consultancy services with local communities, integrating local traditional knowledge and scientific approaches.

(K) To promote, establish, improve, administer, own and run organization for processing, value addition, preservation and manufacture from agricultural and allied sectors for the purpose of increasing quality, access and benefit sharing.

(L) To establish and maintain interactions and collaborations with the state and other non-governmental organizations working in similar field for providing social welfare and environmental advocacy services.

(M) To do all such and other things, deeds, incidental or conducive to attain the above objects or any of them.

5. MANAGEMENT & VESTING OF TRUST PROPERTIES:

A. The Management and the control of the Trust or its properties shall vest absolutely in Trustees appointed by the Settler under these provisions and those as may be changed from time to time as provided hereinafter.

B. Subject to the provision hereinafter contained in that behalf, the Trustees shall not be less than 5 or more than 10 in numbers

6. THE TRUSTEES:

A) A Trustee under these presents shall be ordinarily a resident of India and of an age not less than 25 years (Twenty-five years) completed. Provided that all the Trustees who shall be appointed hereafter from time to time shall be appointed by the Trustees under a Resolution in their meeting by majority decision.

B) A Trustee should be socially reputed person. The trusteeship of the Trust shall be open to all qualified persons of whatever race, religion, creed, caste or class. No test or condition shall be imposed on religious belief or profession in nominating the Trustees.

C) A Trustee shall be nominated initially for a period of one term of five years. Thereafter her/his services as Trustee shall be extended by the Board of Trustees until her/his health, legal ability, socio economic contributions and performance is satisfactory as assessed by the Board of Trustees.

A trustee shall hold office until he/she completes the age of 75 years. Thereafter, the Trustee may be re-appointed if the trustee remains physically fit and maintains a good working capacity. Otherwise his office shall be deemed to have been vacated on his/her completion of age of 75 years or on death or on his resignation duly accepted by the Trust or on his/her attracting legal disability of any kind or his/her absence from India for six consecutive months without leave or absence granted by Trustees or on the trustee being adjudged by the appropriate court or authority to be unfit to act as Trustee.

D) Any Trustee can resign from the trusteeship of the Trust by tendering a letter of resignation to the President. The cessation of trusteeship will have to be approved by the Governing body in the general meeting. The Trust has a power to cease the membership of any Trustee.

E) If any question arises as to whether a Trustee has been subjected to any disqualification, the question shall be referred for decision to the President and his decision shall be final and no suit or proceeding shall lie in any civil court against such decision.

F) As soon as expedient but not inter than three months after a vacancy occurring in the office of the Trustee, the continuing trustees shall appoint a person as Trustee under a resolution passed by majority in their meeting.

G) No action or decision taken by the Continuing Trustee or trustees pending the filling of a vacancy or vacancies as provided in clause 'A' of this article shall be deemed to be vitiated or invalidated on the ground of the fact that the number of trustees for the time being was less than five.

H) No person shall be appointed as a Trustee unless his prior consent in that behalf has not been obtained in writing nor shall the appointment of a Trustee be effective and operative until it is recorded in the minute books of the Trust and is countersigned by him.

I) A trustee duly appointed under the provision of this article shall have the same power authorities, discretions and he shall be subject to the same obligations and liabilities as if he were originally appointed as Trustee under Article '7' of these presents.

7. ADVISORY COMMITTEE:

An Advisory Committee shall be formed by the Trust consisting of a minimum of five & maximum 10 philanthropist/experts in the areas of environment, development & community health. The member of the advisory committee shall be eligible become a trustee after minimum period of one year.

8. BANK ACCOUNTS:

All the bank accounts shall be held by or in the name of the Trust and all transactions shall be made, executed in the name and on behalf of the Trust in the manner hereinafter provided.

1) Bank accounts shall be opened in any nationalized/Scheduled bank and /or any RBI approved financial institution and will be operated by any two office bearers of the Trust. All accounts will be audited yearly by the Auditors appointed by the Trust.

2) The bank accounts shall be operated by two of the following three office bearers of the Trust. President, Secretary, Treasurer or any other person as may be authorised to do so, by the Trust. The funds of Trust shall be raised, managed and expended solely for the purposes of the aims and objectives for which the Trust has been established and, in the manner, approved by the Trustees.

9. ADMINISTRATION AND INVESTMENT OF THE FUNDS:

The funds of the trust shall consist of

1) Permanent Corpus Fund,
2) Revenue Fund
3) Special fund if any.

(A) The funds of the trust shall consist of Permanent Corpus Fund and interest earned from the permanent fund: The Corpus Fund shall be available to be utilized in exceptional circumstances, where the survival of the organization is at threat. The interest earned on Corpus Fund shall be utilized only for creating, restoration of capital assets and not for meeting the other operating expenditure. The interest earned from the fixed deposits of the Corpus Fund shall be used for reconstruction, restoration & repairs & maintenance of assets, properties and purchase of new property. The goal of the Corpus Fund is to create and maintain the assets. However, the Governing Body in the event of disruption in normal fund flows could allow the utilization of the corpus fund for meeting any disasters and/or urgent needs. If replenishment is not possible due to reasons beyond the control of Trust after the designated period, the Governing Body will decide through a resolution about its accounting. Revenue Fund shall consist of income earned from the property (including agricultural property), assets and other current income. Special funds set up for specific purposes such as building fund, staff welfare fund etc.

B) The trust shall invest its funds in anyone or more of the nationalised banks, co-operatives or scheduled banks in the name of the trust or in such other investments which are in conformity with Section 13 read with Section 11(5) of the Income Tax Act 1961 or any other similar law for the time being in force

C) All interest and other earnings from investments of the Trust including the investments of the permanent fund and all donations and other income not earmarked for permanent funds or any special funds for any other specific purpose shall be the income of the Trust.

D) The Trustees may in their discretion spend or disburse or otherwise employ all or any part of the income in furtherance of the aims and objects of the Trust and in exercise of their duties and powers under these presents, and they may if they so deem fit at any time a credit a part of income to permanent fund.

E) The Trustees may at any time accept or collect donations earmarked for any specific purpose or project in furtherance of the object of the trust and the monies so earmarked for any specific purpose shall be a special fund for that purpose. The Special fund shall be administrated or utilized according to the stipulated object. After the completion of the specified object of the Special Fund residuals if any in a special fund shall be credited to the general income.

F) The Trust may avail special loans, subsidies, grants from State or Central Government, Banks and other funding agencies for the projects of the Trust on terms and conditions, they may deem proper in the interest of the Trust.

G) The Trustees shall from time to time make such rules and regulations as are necessary for the smooth administration of the Trust property and the Trust Activity. These rules and regulations must not however contradict the provisions of Section 80(G) of the Income Tax Act.

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10. GOVERNANCE OF THE TRUST:

(A) The Trustees shall elect from among themselves office bearers' viz. President, Vice President, Secretary and Treasurer. The tenure of the office-bearers shall be for five years and this tenure shall continue till the new office- bearers are elected.

B) In the case of casual vacancy of the Vice President, or Secretary or Treasurer by resignation of such office by the office bearer ceasing to be a Trustee, or resigning his position as an office bearer, the remaining trustees shall elect a new office- bearer for the duration of the unexpired period of office of the original office bearer.

C) In the event of President going on leave for a longer period (more than 3 months) or is convicted for any criminal offence or resigns for any personal reasons or death, the Vice President shall act as President until the end of the ongoing term of the office

D) The President and other office bearers shall hold their respective offices for a maximum of two terms.

E) The President shall be responsible for the execution of the decisions of the Trust and for ensuring the proper functioning of the Trust & he is sole consistent of the Trust properties, financial matters & act as per trust decisions.

F) The President shall generally supervise and conduct the activities of the Trust specially in relation to the object of the Trust and he may at any time take such steps as are necessary for due compliance with the duties, functions and procedures of the trustees as laid down in these presents.

G) The Secretary will act as the custodian of the Trust for all legal and financial matters and shall be responsible for the handling of all property and financial instruments vested in the name of the Trust and for all records and correspondence of the Trust with the consent of the president & mainly as per the trust decisions.

H) The Treasurer shall prepare and submit a statement of accounts for the preceding years shall be in office before the General Body meeting and shall also furnish the committee with such information regarding the financial position of the Trust when called upon to do so by the committee.

I) The accounts of the Trust income and expenditure shall be the responsibility of the Treasurer who shall see that they are properly maintained and audited by the auditors appointed at the General Body meeting which shall also fix the remuneration of the auditors, if any.

11. FINANCIAL YEAR:

The financial year of the Trust shall be from 1st of April to 31st March of the year provided that the first official year shall be the period from the date of these presents to the 31st December 1976

12. MEETINGS OF THE TRUST AND MANAGEMENT:

(A) The Trustees shall meet at least once in every half of the financial year.

(B) A meeting of the trustees shall be called by the Secretary (i) at the instance of the President and or the Vice president in the absence of the President, or (ii) on a written requisition received from at least three trustees. The notice of such a meeting must be issued by the Secretary within two weeks of the receipts of such a requisition.

(C) The president shall decide the date, time and place of each meeting of the Trustees.

(D) At least 10 clear days' notice in writing shall be given for every meeting of the Trustees. The notice must include the agenda of the meeting, provided further that, the President may call an urgent meeting of the Trustees on any day at any place by sending emails/phones etc. three days prior to date of the meeting. Any resolution passed in the said urgent meeting shall be valid and shall be treated as one passed in a regular meeting. The meetings could also be organized through electronic media and other means of non-physical assembly.

(E) Two-thirds of the total number of Trustees or three whichever is less will form quorum of the meeting of the Trustees. In case there is no quorum within half an hour after the time appointed of a meeting, the meeting shall be adjourned for another day which is at least twenty days later and notice of such adjourned meeting shall be given as here in before provided. No quorum shall be required to such adjourned meetings.

(F) At the instance of the President a proposed resolution may be circulated for adoption and such resolution shall be deemed to have been adopted only on the assent of all the trustees for the time being. Such a resolution must be confirmed at the first meeting of the trustees, held after the circulation of the resolution.

(G) Subject to specific provisions contained in the present Deed the trustees from time to time may amend rules, governing the meetings of the trustees and the functions of the office bearers.

13. POWERS TO APPOINT AGENTS AND STAFF:

A) The Trustees may from time to time in their discretion employ persons on such terms and recommendations as they deem proper and may similarly terminate such appointments.

B) The Trustees may from time to time hire the services of architects, contractor's experts/ consultant to carry out the work undertaken by the Trust in pursuance of the objects of the trust on such terms and conditions as they may consider proper.

C) The Trust may from time to time and at any time engage the services of solicitors to promote or safeguard the interest of the trust, and may take such steps and institute, support defend, oppose, compound or drop such proceedings at law or arbitration or before any duly constituted authority as they may consider desirable and/ or necessary in the interest of the objects, properties, rights, income- obligations undertakings or administration of the trust.

14. POWER OF SALE OR BUY MOVABLE OR IMOVABLE PROPERTY:

The Trustees from time to time and in the interest of the objects and other provisions of these presents, buy sale, lease, rent, mortgage, exchange, hold or manage property of any kind. They shall maintain proper records of such transactions and an inventory of such property.

15. REIMBURSEMENT OF EXPENSES:

The Trustees may reimburse, actual travelling expenses incurred by them for attending the Board meetings. The Trustees shall not be paid any honorarium or remuneration. All office bearers of the Trust including President, Vice President and Secretary shall be eligible for reimbursement of the expenditure incurred for discharging their respective services.

16. INDEMNITIES:

No Trustee shall be personally liable for any deterioration or loss of property or for loss of any money that may occur in the course of the administration of the Trust, unless and except in so far as such loss or deterioration is incurred in direct consequences of willful neglect, gross negligence, or criminal misconduct as recognized under the panel law, on the part of any individual trustee or Trustees.

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17. The Trustees may time to time select the persons for training in different fields useful to the institution or Institutions started or to be started by the Trust, and the expenditure for such training in full or part may be borne by the trust.

18. All provisions of these presents are and shall be construed to be incompliance with the provisions and requirements of all laws, local and central and it shall be duty and responsibility of the trustees of diligently ensure due compliance with such provisions and requirements of the relevant laws.

19. In the event of winding up or dissolutions for failure of the Trust or for any other person, the assets and funds of the Trust after meeting all liabilities shall be transferred to a charitable trust with similar objects, with prior permission of the Ass. Charity Commissioner/ designated officer. The decision in this regard shall be taken in a meeting specially called for the purpose, on 2/3 majority. Under no circumstances, the assets and funds shall be divided among the trustees.

20. The trust shall be a public charitable one. The benefits of the Trust shall be thrown open to the public irrespective of caste, creed or community.

21. No amendments to the terms of the Trust deed shall be made which might prove repugnant to the provisions of Section 2(15)/80G of the Income Tax Act 1961.

22. The Trustees may amend the clauses of the Trust deed and/or add clauses to the trust deed on a majority decision in any meeting of the trust.

23. INVESTMENT CLAUSE:

The funds of the Trust/shall be invested in the modes specified under the provisions of /Section 13(1)(d) read with Section 11(5) of the Income Tax Act 1961 as amended from time to time

24. ACCOUNTS CLAUSE:

There shall be maintained all accounts of the Trust regularly. The accounts shall be duly audited by a chartered accountant, every year, the accounts shall be closed by 31st March.

25. LEGAL PROCEEDINGS:

The Trust may sue in the name of the President, Secretary as or be sued in the name of President and Secretary

26. AMENDMENT CLAUSE:

No amendments to the Trust-Deed, Memorandum of Association/Bye-laws/Rules and regulations shall be made which may prove to be repugnant to the provisions of Section 2(15) 11,12 and 13 and 80G of the Income Tax Act, 1961 as amended from time to time. Further no amendments shall be carried out without the prior approval of the Commissioner of Income Tax.

27. DISSOLUTION & AMENDMENTS OF BYELAWS:

In the event of winding up or dissolutions for failure of the Trust or for any other reason, the assets and funds of the Trust after meeting all liabilities shall be transferred to a charitable trust with similar objects, which enjoys recognition/U/s12A/ 80G of the Income Tax Act 1961 as amended from time to time with prior permission of the appropriate authority and Income Tax Dept. The decision in this regard shall be taken in a meeting specially called for the purpose, on 2/3 majority. Under no circumstances, the assets and funds shall be divided among the trustees.

28. DISPUTES:

In the event of any internal dispute regarding the functioning of the Trust, the General Body is supreme in settling the matters

29. MISCELLANEOUS CLAUSES:

The trust formed shall be irrevocable. The funds and the income of the Trust shall be duly utilized for the achievements of its objects and no portion of it shall be utilized for payment of the Trustees/by way of profit, interest dividends etc.

IN WITNESS WHEREOF, the parties hereinto have here unto set and subscribed their seals consecutively thereto the day, and the month and year first hereinabove written.

COURT OF THE CIVIL JUDGE (Sr. Dn.) HONNAVAR

Present Trustees			
Name	**Designation**	**Address**	**Mobile No.**
Dr.Ramachandra Bhatta	President	Padmashree, 2-10-778/19 Nodu, 5th Cross, Bejai new road, Bejai, Mangalore	9740022668
Shri. Narasimha Hegde	Secretary	At: Manigadde Po: Vanalli Sirsi-581336 Uttara Kannada,	9448965015
Dr.Mahesh Pandit	Treasurer	"SAMANVITHA" 30602a/1 Opp Road of Surpi Center Bandegadde,Honnavar Uttara Kannada, Pin: 581334,	9449359588
Dr. M. D. SubhashChandran	Member	763/10, Sokanmakki cross, Hosahervatta Kumta-581343 Uttara Kannada	9449813043
Shri. K.N. Anand	Member	No.13, 3rd cross, Ground Floor, Desai Garden, Vasantpura Main Road, Bangalore South, Konanakunte, Bangalore-560062	9945671947
Rajarajeshwari Joshi	Member	Rajarajeshwari Joshi, Kadambini 2nd Main Road, 5th cross, Opp. Hanuman Driving School, Narayanpur, Dharwad	9480189642
Smt. Sumitra Kaushik	Member	Smt. Sumitra Kaushik Saraswath Keri Opp. Janardhan Temple Manki, Honnavar-581348	9892449694

In The Court of Sr.Civil Judge at Honnavar
Trust Misc No. /22
Dr. Ramachandra Vs Nil
Produced on behalf of Petitioner
Date:
13-4-2022

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