

456/11/95 200Rs.



13372 - 200/-

SUB-REGISTRAR SUPPLY
OFFICE STAMP VENDOR
HYDRABAD CENTER, R. O. HYDRABAD

Handwritten signatures and dates: 28/6/95

TRUST DEED

(SHRI SWAMINARAYAN GURUKUL - HYDERABAD)

THIS DEED OF TRUST is made and executed at Hyderabad on this the Twenty eighth day of June, 1995 by and between:

Tilak Road

1. Shri Nanjibhai Jadavjibhai Patel, adult F.No. 105 resident of Hyderabad and

Tilak Road

2. Shri Harjivan Premijibhai Patel, adult F.No. 202 resident of Hyderabad

(herein after called "Settlers" which expression shall unless repugnant to the context or meaning thereof mean and include aforesaid persons, their heirs, executors and administrators) of the First Part

and

1. Sadguru Kothari Shri Devkrishnadasji Swami Guru Shashtri Shri Dharmjivandasji Swami adult resident of Rajkot.

2. Sadguru Shashtri Shri Madhavpriyadasji Swami Guru Shashtri Shri Dharmjivandasji Swami, adult resident of Rajkot.

3. Shri Devprasad Swami Guru Shashtri Shri Dharmjivandasji Swami adult resident of Rajkot.

4. Shri Nanjibhai Jadavjibhai Patel, adult resident of Hyderabad.

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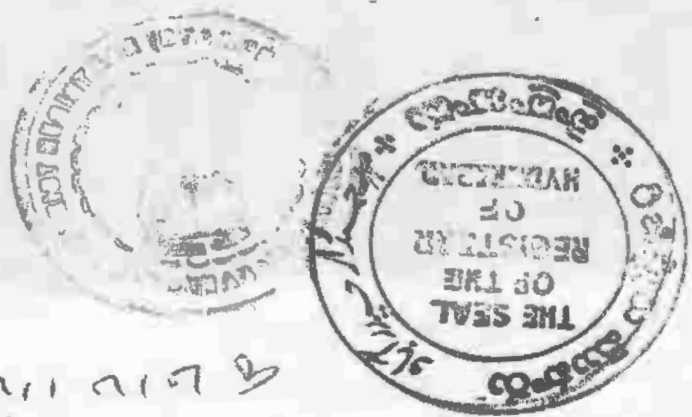
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విషయ బొటన్ వేరు

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 (Narayana's) Today's
 Business File No 105 - Telak Road
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విషయ బొటన్ వేరు

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(Narayana's) Today's
 Business File No 105 - Telak Road
 Hydrabad

5. Shri Harjivan Premjibhai Patel, adult resident of Hyderabad.

(herein after called the "Trustees" which expression so far as the context will admit will include them and the Trustees or Trustee for the time being of these presents and the survivor or survivors of them and the heirs, executors and administrators of the last survivor of them and their/his assigns) of the Second Part.

Following the sadvidya principles of Lord Shri Swaminarayan and inspiration achieved from the life, work and in the holy memory of A. N. (Late) Pujya Sadguru Shashtri Shri Dharmjivandasji Swami Shri and with the blessings of Pujya Akhand Bhagvat Parayan Jogi Swami Shri Hariprakashdasji Swami parties are desirous of establishing a public charitable trust for Sarvjiv Hitavah (benefit of each and every soul) for the purposes herein after mentioned, and whereas in pursuance of the said desire the trustees have been paid this day on Trust the sum of Rs.5,001/- (Rupees Five thousand one only) by the settlers as out of their personal funds as their donation for the trust which amount is hereby acknowledged and accepted in trust by the said trustees to be held and administrated in charity on terms and conditions herein after appearing.

NOW THEREFORE THIS DEED OF TRUST WITNESSETH AS FOLLOWS:

1. NAME AND OFFICE:

That the Trust hereby created and established shall always be known as SHRI SWAMINARAYAN GURUKUL. The Head office of the Trust hereby created will be situated at Office No.6, IIIrd Floor, 4-4-296/297, Mithila Complex, Bank Street, Koti, Hyderabad-500 195 (A.P). The Trustees may remove or shift the Head Office of the Trust at any other place by an unanimous resolution of the Trustees and shall open branch or branches at any place within country.

2. TRUST PROPERTY:

The Trustees shall hold and stand possessed of the said amount of Rs.5001/- and securities and other properties - movable and immovable into which the said amount may be converted and all other assets or properties which may be handed over to or vested in the Trustees as per Clause 3 hereof together with all accretions thereto (all such properties being here in after referred to as "Trust Properties") shall be held by the Trustees upon the Trust with and subject to the powers and provisions hereinafter contained. The Trust properties hereby vest in the Trustees and the Trustees shall hold the same as per the provisions contained in THESE PRESENTS.

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3. DONATIONS ETC.:

If at any time, the settlor or any other firm, company or person shall hand over and vest in the Trustees say moneys, securities or any other assets or properties to be held by them upon the Trust with the subject to the same powers and provisions as herein contained, such moneys securities and other assets or properties together with all accretions thereto will form part of the Trust properties and the Trustees shall hold and apply the same as also the original amount of Rs.5000/- Rs.5,001/- (Rupees five thousand one only) upon the Trust hereby created.

4. EXPENSES:

The Trustees shall get in and collect the rents, interest and other income of the Trust properties and from and out of the same in the first instance, pay and discharge all the costs,, charges and expenses incurred in or about the collection of the same and incidental to the administration or execution of any of the Trust or powers of THESE PRESENTS and shall also pay all outgoing, taxes, assessment, charges, duties, and other taxes payable in respect thereof and the cost of marking repairs to any immovable property for time being subject to the Trust to THESE PRESENTS and subject thereof to apply the residue of the said interest, dividend, rent and other income as well as the whole or any part/parts of the corpus of the Trust properties for and in the manner hereinafter provided.

5. OBJECTS:

The Trustees shall apply the Trust properties or any part or parts thereof or the income thereof or such part or parts of the income thereof as they may in their absolute discretion think fit or proper for all or any of the objects hereinafter specified.

EDUCATIONAL:

1. To establish and maintain chhatralaya (Hostels) to provide boarding and lodging facilities to the deserving students studying in any schools, colleges or other educational institutions.
2. Open, establish, maintain acquire and support schools, colleges, Polytechnic and other educational institutions.
3. Give and grant necessary assistances by way of scholarship, stipends, clothes, school and college fees, freeship in chhatralaya, loan scholarship and monetary assistance to deserving students studying in any schools, colleges or own educational institutions.
4. Establish and support shield and or prizes in the name of the trust at any schools, colleges and other educational institutions.

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5. Give or supply or distribute note books, educational books and sadhan to deserving students at subsidiary rate or free of charge. To give prizes, awards and certificates to deserving students.

6. Promote education including technical education and to assist existing educational institutions.

7. To establish and maintain Sanskrit Pathasala for the education of Sanskrit Language, literature and vaidik Sahitya and to establish research center of the same.

MEDICAL:

1. Establish, start, run, support, aid, help assist and maintain hospitals, nursing homes, poly-clinics, dispensaries, health centres, nature cure centres, mobile dispensaries, diagnostics, centres research centres, laboratories etc.

2. Establish, start, run, maintain, support, promote, assist Blood Bank, Eye Bank and Kidney Bank required for human beings.

3. Organise eye camps and other medical camps and assist other agencies in organising such camps.

4. Establish, start, run and maintain medicine and surgical sadhan distribution centers to supply the same to the patient, at reasonable rate and in case of poor patients even at free of charge or at concessional rate.

5. To assist poor and needy patients in cash and in kind to get treatment in any hospital elsewhere in India.

6. To do anything relating to medical purpose to provide the treatment to needy person reservation of permanent seat in the name of trust in any hospital for the treatment of cancer, T.B. Kidney, aids and such other diseases.

7. To construct and maintain sanatorium for patients.

OTHER CHARITABLE OBJECTS:

1. Establish, maintain and support libraries, reading rooms, for the benefit of public.

2. Construct, establish and maintain water parabe anywhere in India.

3. Establish, maintain run and promote Yog-dhyan centres. To publish and distribute spiritual magazine and literature and to do anything for the same for the benefit of General Public.

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4. To help poor and needy person by giving monetary assistance and donation in cash and or in kind.
5. To provide all possible help to the people in time of any natural calamities.
6. To start and run annakshetra for poor and to distribute free food foodgrain, cloth and other necessity of life.
7. To help in cash or kind to Anatha Ashrama (Orphan House) Blind and Deaf and Dumb institutions, Panjrapole, Vradha Ashram (institution for old) and such other institution working for poor people, and if necessary or incidental to start and run such type of institution for charitable purpose.
8. To provide grass, fodder to cattle and specially to cows in case of famine.
9. To establish and run Gaushala.
10. To organise Sanskrutik Exhibition and of literature, posters, drawings, statues (Murties) etc. and to organise spiritual lectures for the knowledge and benefit of public.
11. To do necessary to release the people from bad habits of smoking, tobacco, chewing, drinking etc.

6. SPHERE OF ACTIVITIES:

And it is intended and directed that the sphere of activities of the Trust is open to Citizen of India without distinction of religion, caste, creed, race, age lingual group etc. and are not expressed to be for the benefit of any particular individual, community or race.

7. DISCRETION OF TRUSTEES:

Provided always that it is hereby declared that with regard to all the matters the discretion in the Trustees related to

- (1) Either the Application or appropriation or disposal of any part of the whole of the interest or income of the Trust.
- (11) The selection of any one or more of the above public charitable objects or purposes for such application, appropriation, disposal of the said part or the whole of corpus in any particular accounting year observed by the Trust. But the Trustee shall always and in every such accounting year/period observed by the Trust, apply appropriation or utilise the income borne by the corpus of or any part of the whole of Trust Fund towards the fulfillment of any, some or all public educational and charitable objects or purpose here in before enumerated.

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The decision taken by the Trustees in these regards shall be final and conclusive and they shall not be required to offer any reasons, explanations, replies, etc. for such decision or decisions taken.

8. POWERS OF TRUSTEES:

The Trustees shall have full powers to do all acts, deeds and things as may be necessary usual or expedient to carry out the objects of the Trust and without prejudice to the generally of the powers herein or by law granted to or conferred or implied in the Trustees, the Trustees shall have, in particular, the following express powers:

- (i) To appoint, suspend, dismiss or reemploy any Secretary, Managers, Accountants, Clerks, Peons or other employees and general staff on such terms and conditions as to remuneration duration of service or otherwise as the Trustees may deem it.
- (ii) To appoint, contractors, engineers, brokers, Agents, counsels, solicitors, advocates and other experts and to pay their remunerations, fees, etc. and all costs, charges and expenses in the premises.
- (iii) To acquire by gift, purchase, exchange, lease, on hire or otherwise howsoever any lands, buildings, assignment right, play grounds, parks and any other movable or immovable properties, or any interest therein for any of the objects of the Trust.
- (iv) To build, construct, erect and maintain houses, buildings, structures and conveniences and to alter, extend, impose, repair enlarge or modify the same to provide and equip the same with light, water, drainage, electricity, furniture, fittings, instruments, apparatus and appliances and all other necessaries for the use to which each building is to be put up or held.
- (v) To sell, transfer, exchange partition, mortgage, demolish, dispose off or otherwise deal with any property whatever belonging to the Trust.
- (vi) To demolish and/or grant lease or the properties of the Trust for such period and on such rental and on such terms and conditions as the Trustees may think fit.
- (vii) To borrow with or without security and or interest from any person, firm and company or corporation, including any Trustees of these presents, such sum or sums of money as the Trustees may think fit for the purpose of the Trust of for any one or more such purpose of the Trust and in particular for meeting the cost of heavy repairs extension, improvements and reinstatements or

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for redeeming any liability or for acquiring any immovable property for carrying out its objects or any of them.

- (viii) To accept denations of money or any property movable or immovable on such terms and conditions as the Trustees may think fit not being inconsistent with these presents or the Trust hereby created or established.
- (ix) To open account or accounts current, fixed, savings call deposit or otherwise with any scheduled Bank/Banks which can be operated by the Managing Trustee on behalf of the Trust.
- (x) To institute, conduct, defend or abandon any legal proceedings of action concerning the affairs or estate of the Trust in any Court in the Union of India to present, sign and declare and verify all plaints, written statements, appeals, affidavits and applications of any kind and to accept summons, notices etc. and to appear before Registrar or Sub-Registrar of all deeds and documents signed by the Trustees or to appear before all Government, Municipal, any Income Tax authorities Central Board of Direct Taxes, Reserve Bank of India and Collector, Mamlatdar, Talati and other public or revenue officers and to execute and enter into all such deeds, documents and instruments, and to do all such other ministerial acts, deeds, and things as may be deemed proper by the Trustees for any such purposes without of such discretionary powers and so as conclusively and effectively to bind all persons interested hereunder.
- (xi) To compromise or compound all actions suits and other proceedings and all differences and dispute touching the Trust property or trust estate and touching the Trust Estate and to refer any such dispute or difference to arbitration and to file or observe the award or contest the same and to adjust and settle all same and to adjust and settle and accounts relating to the Trust property.
- (xii) To amalgamate, co-operate or join the Trust of these presents or any portion thereof with any Trust or institutions having allied or kindred objects upon such terms and conditions as they may in their absolute discretion think fit and proper.

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- (xiii) To delegate any power of attorney or otherwise to any Trustee, or other person or persons whosoever any powers vested in the Trustees and the Trustees shall not be responsible for the acts or defaults of any such persons or attorney.
- (xiv) To determine all questions and matters of doubt arising in the execution of the Trusts hereof.
- (xv) To execute, sign, enter into, acknowledge, perfect, and to do all such contracts, conveyances, leases, mortgages, transfer, assignment, surrenders, releases, assurances, deeds, agreements, instruments, acts and things as shall be requisite or may be deemed proper, for or in relation to all or any of the purposes or matters in this clause and these presents.
- (xvi) And generally to do all acts, deeds and things that may be necessary expedient or desirable for the management or administration of the affairs or properties of the Trust or in carrying out its objects.

9. NUMBER OF TRUSTEES:

Minimum number of Trustees shall be three and maximum number shall be eleven.

10. FIRST TRUSTEES:

The Trustees appointed at present by THESE PRESENTS shall be known as "FIRST TRUSTEES". These Trustees are appointed and shall work as such upto their respective life. They are thus permanent or life-time Trustees. If at any time in future, any vacancy arises for any reasons in the place of First Trustees such vacancies shall be filled in by the remaining Trustees on such terms and conditions and for such terms as may be determined by them.

11. ADDITIONAL TRUSTEES:

* The present trustees shall be able to appoint any person as Trustees if and when required but total number of trustees at any time shall not exceed the limit fixed herein before. Such Trustees shall be appointed for a period of five years. Any vacancy which may arise in the post of the Trustees for any reason shall be filled in by the Trustees for the remaining period.

12. PRESIDENT:

At present Sadguru Kothari Shri Dev Krishnadasji Swami Guru Shashtri Shri Dharmjivandasji Swami shall be the President of Trust. There after whenever vacancy arises for the post of President same shall be appointed from the trustees who may be a sant of swaminarayan Gurukul Rajkot. However, if such person is not available or willing for the appointment, than trustees shall appoint from them any person as president by majority for a period not exceeding five years.

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The President shall preside or otherwise regulate the matter meetings of the Trustees, In case the President is absent the Trustees may choose one of their members as the President for the said particular meeting.

13. MANAGING TRUSTEE:

The Trustees, may, from time to time, appoint one of them to be Managing Trustee of this Trust and may fix the period for which the said Managing Trustee shall hold office. The Trustees may, from time to time, entrust to and confer upon the Managing Trustee for the time being and such of the powers exercisable under these presents by them as they may think fit and may from time to time revoke, withdraw, alter or vary all or any of such powers. At present Shri Devprasad Swami Guru Shashtri Shri Dharmjivandasji Swami is appointed as a managing trustee for a period of ten years.

14. INVESTMENTS:

The Trustees may from time to time invest the Trust funds not immediately required to be paid or expended or employed in the activities of the Trust at an early date with scheduled or state or Co-operative Bank or in the manner permitted under applicable Trust act and Income Tax Act.

15. POWER TO FRAME RULES AND REGULATIONS:

It shall be law-ful for the Trustees to frame rules and regulations for the administration of the Trust Funds and for the institutions of Trust established and regulations for the conduct of meetings or proceedings of the Trustees and from time to time, alter, vary modify or repeal such rules and regulations and to substitute other rules and regulations in lieu thereof.

16. BUSINESS:

The Trustees may meet together for the dispatch of business adjourn and otherwise regulate their meeting and proceedings as they think fit. The resolution passed without any meeting of the Trustees and evidenced by writing under the hands of the majority of the Trustees shall be as valid and effectual as if the said resolution was duly passed at the meeting of the trustees held and convened. At least one meeting of the Trustees should be held in a year.

17. QUORUM:

The quorum for a meeting of the Trustees shall be three Trustees.

18. MINUTES:

The Trustees shall keep or cause to be kept minutes of all proceedings of the meetings of the Trustees thereof and the same shall be duly entered in the Books kept for the purpose. The minutes of each meetings shall

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contain a fair and correct summary of the proceedings there at and shall also contain the names of the Trustees present at the meeting and in case of each resolution passed at the meeting, the names of the Trustees or members dissenting from or not concurring in the resolution.

19. VOTING AND CASTING VOTE:

All question arising in the administration of the Trust and all questions relating to the exercise of any of the powers and authorities of the Trustees whether conferred by THESE PRESENTS or vested in them by law or otherwise concerning or touching THESE PRESENTS or anything herein contained and all other matters whatsoever shall be decided according to wishes of the majority of the Trustees. In case of equality of votes, the President shall have a casting or additional vote.

20. BOOKS OF ACCOUNTS:

The Trustees shall keep or cause to be kept usual and proper books of accounts in which shall be entered true and complete accounts of the affairs and transactions of the Trust. Once in every year the account of the Trust shall be examined and correctness of income and expenditure account and balance sheet shall be ascertained by a Chartered Accountant to be appointed by the Trustees.

21. REMUNERATION AND EXPENSES:

No remuneration or fees will be paid to the Trustees for attending the meeting of the Trust but the Trustees shall be paid actual travelling, and other out of pocket expenses incurred at the meeting of the Trustees thereof and otherwise in the execution of their duties as Trustees.

PROVIDED however that any Trustees for the time being a Solicitor, or other person engaged in any profession or business shall be entitled to charges and be paid usual professional and other charges for business done by him or his firm in relation to the Trust.

22. RETIREMENT OF TRUSTEES:

If any of the Trustees shall at any time desire to withdraw and be discharged from the Trust hereof, he may do so by notice in writing signed by himself and given to the Trust and upon giving such notice the Trustees so doing shall cease to be Trustees of this Trust to all intents and purposes except as

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to the acts and deeds necessary for the proper vesting of the Trust properties in the continuing or new Trustees or Trustee or otherwise as the case may require, which acts and deeds shall be done and executed at the expenses of the Trust Funds.

-23. RESPONSIBILITY OF TRUSTEES:

The Trustees or trustee for the time being of this presents shall be respectively chargeable only for such moneys, stocks, funds, and securities as they shall respectively actually received not withstanding their respectively signing any receipt for the sake of confirmity and shall be answerable only for there own acts, receipts, neglects and defaults and not for those of each other nor for any banker, broker or other persons with whom or into whose hands any trust moneys and securities may come or be deposited or given not for the insufficiency or deficiency of any funds or securities not for any other loss unless the same shall happen through their or his wilful default or neglect respectively.

LAW:

In case any matter which is not specifically referred in this deed the trust shall follow the provisions of applicable trust act.

DISSOLUTION:

If at any time for any reason it will be necessary to dissolve the trust then at that time all the legal debts of the trust willbe first discharge and thereafter all the remaining funds and properties (movable and immovable) shallbe handed over to Shri Swaminarayan Gurukul Trust., Rajkot (Reg.No.E-45/RAJKOT) for a charitable activity.

IN WITNESS WHEREOF, the parties here to

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hereunto subscribed their respective hands and seals the day, month and year here in above written.

Hyderabad dt.

SIGNED AND DELIVERED BY THE WITHIN NAMED SETTLORS:

- 1. Nanjibhai Jadavjibhai Patel x *नानाबाई*
- 2. Harjivan Premijibhai Patel x *हरजीवन प्रेमजीबाई*

IN THE PRESENCE OF

- 1. x *[Signature]*
- 2. x *[Signature]*

SIGNED AND DELIVERED BY THE WITHIN NAMED TRUSTEES:

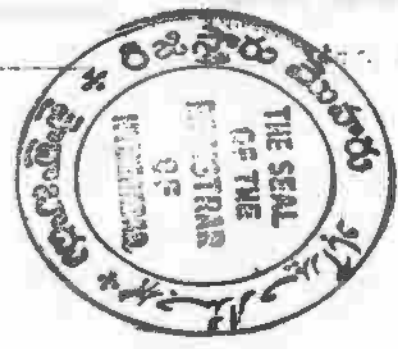
- 1. x *श्री. देवप्रसादजी*
(SADGURU KOTHARI SHRI DEVKRISHNADASJI SWAMI)
- 2. x *श्री. महाप्रियदासजी*
(SADGURU SHASHTRI SHRI MADHAVPRIYADASJI SWAMI)
- 3. x *श्री. देवप्रसादजी*
(SHRI DEVPRASAD SWAMI GURU SHASHTRI)
- 4. x *नानाबाई*
(SHRI NANJIBHAI JADAVJIBHAI PATEL)
- 5. x *हरजीवन प्रेमजीबाई*
(SHRI HARJIVAN PREMIJIBHAI PATEL)

IN THE PRESENCE OF

- 1. " *[Signature]*
- 2. x *[Signature]*

*Collected amount
as per
11/8/96*

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