



ENCL 7.

TRUST DEED

THIS DEED OF TRUST is made this 11th day of Nov, 1991
By Sri Aurebindo Society, Karnataka, Sri aurebindo BHAVAN,
30th Main, 9th Cross, J.P. Nagar 1st Phase, Bangalore-560070,
a Society registered under the Karnataka Registration of
Societies Act 1960, acting through its Chairman Sri B.O.
JATTI (herein after referred to as "The Karnataka Society")
which is the Settler on the one part and

1. Sri M.P. Pandit, Sri Aurebindo Ashram, Pondicherry-605002
2. Sri Vijay Kumar Poddar, 3-155, Panchsila Park,
New Delhi - 110 017
3. Sri Pradip Narang, Additional General Secretary,
Sri Aurebindo Society, Pondicherry - 605 002
4. Sri Vijay N. Poddar, Sri Aurebindo Society Pondicherry
605 002.
5. Sri K.G. Katwey, 6, Andra Road, Shantinagar, Bangalore-
560 027.
6. Sri B.C. Fogadi, 35, Rajmohi Vilas Extension, Bangalore
560 006.
7. Sri H.S. Anantharamiah, 80B, Ganeshankari I Stage,
I Block, 25th Main, Bangalore - 560 050
8. Sri H. Venkataratnam, 66, 6th Block, Thyagaraj Nagar,
Bangalore - 560 025
9. Sri S.V. Subbiah, 9th Cross, J.P. Nagar, I Phase, Bangalore
560 070.



Jalans

M. Anantharamiah
Jalans

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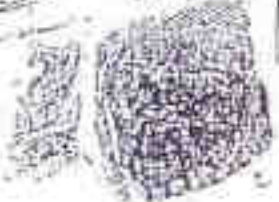


no. 125/42 in 200/-
Tamil Nadu Sahitya Akademi Society (Karnal)
Date: 10/10/91
B. D. Pillai

செலவு
Tamil Sahitya Akademi Society
உரிமையாளர் பெயர்: B. D. Pillai
உரிமையாளர் முகவரி: 11/11/91
உரிமையாளர் தொகை: 200/-

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உரிமையாளர் தொகை: 200/-



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M.P. Parthiban, Vijay Kumar Pillai,
Pradeep Kumar and Vijay. N. Pillai

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M. ...

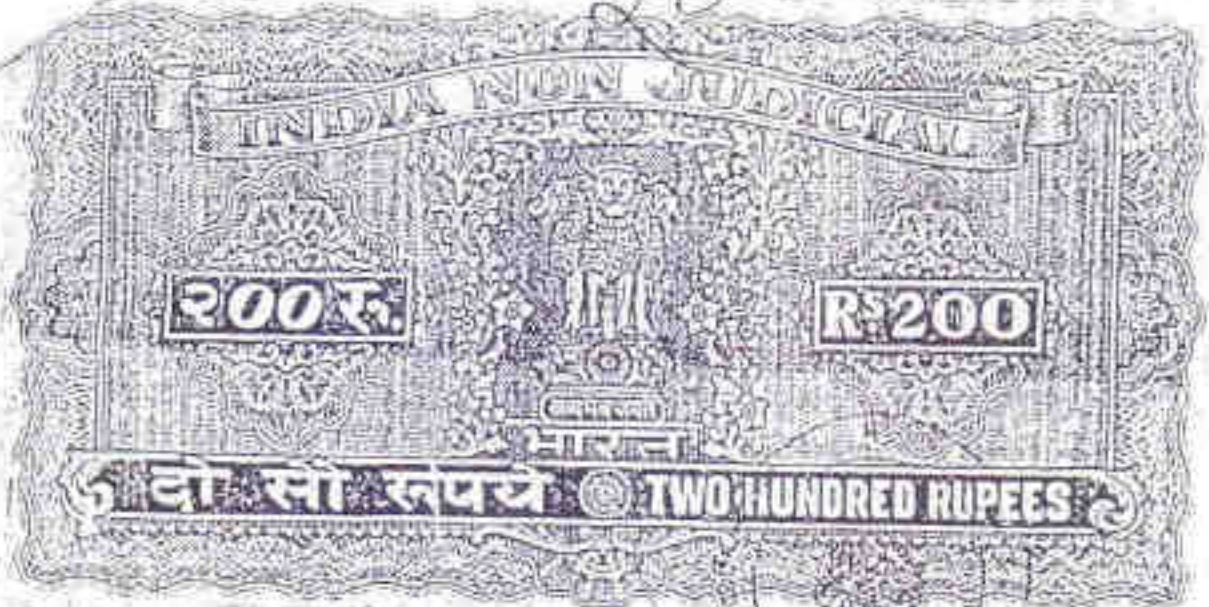


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Date: 10/10/91



hereinafter jointly referred to as "the Board of Trustees" (which expression shall unless excluded by or repugnant to the context be deemed to include them and the Trustees for the time being of these presents and/or the survivors of them and successive Trustees duly co-opted/nominated of the other part: for the purpose of carrying out the objects set out in Clause II Sub Clause (i) to viii) on pages 3 & 4 of this Deed, more concretely and especially in the State of Karnataka with Bangalore as the main centre of its activities under the guidance and supervision of the parent body viz. Sri Aurobindo Society with its Head Office at Pondicherry.

WHEREAS the Karnataka Society was formed as a Unit of the Sri Aurobindo Society which is registered under the West Bengal Societies Registration Act at Calcutta with its principal administrative office at Pondicherry (hereinafter referred to as "the Society") in order to concentrate on spreading of the message of Sri Aurobindo and the Mother for the fulfilment of the aims and objects of the Society in the State of Karnataka which was formerly being done through the State Level Committee of Karnataka formed by the Society to facilitate its working in the State of Karnataka:



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HS-47-AR00-
Sri Aurobindo Society, Karnataka
Lalala
B.S. Bhalu

Sri Aurobindo
Society
12, 57, 11th Cross
Lalala
BANGALORE

- 3 -

AND WHEREAS in furtherance of the said objectives the Karnataka Society approached the Bangalore Development Authority Bangalore, for allotment of a suitable site for the construction of the Sri Aurobindo Bhawan Complex Building:

AND WHEREAS the Bangalore Development Authority, Bangalore with the prior sanction of the Government of Karnataka has allotted a portion of site No.3E, and site No.3F in Sarokki Layout, J.P.nagar I Phase more fully described in the Schedule herounder and the Karnataka Society and the Bangalore Development Authority have entered into a lease agreement dated 19th Dec. 1994, under certain terms and conditions stated in the aforesaid lease agreement.:

AND WHEREAS Sri Aurobindo Bhawan Complex Development Committee being a Unit of SAB Pondicherry has under the guidance and inspiration of Sri Aurobindo Society, Pondicherry constructed the 1st Phase of Sri Aurobindo Bhawan Complex on the aforesaid site as per the master plan envisaged and that with a view to co-ordinate and collaborate the activities of the Karnataka Society, Pondicherry and to extend and develop Sri Aurobindo Bhawan Complex, the Karnataka Society as the Settlor by this deed creates this TRUST to carry on the objects of the Society in Karnataka more effectively and extensively on a wider scale and a broader basis in a coordinated way with the following terms and conditions:

AND WHEREAS the Trustees have at the request of the Settlor agreed to act as the Trustees of these presents and to hold a sum of rupees one thousand only and the investments for the time being representing the same and all other sums or properties that may from time to time form part of the Trust Estate upon the



Sri Aurobindo
Society
Bangalore

[Signature]

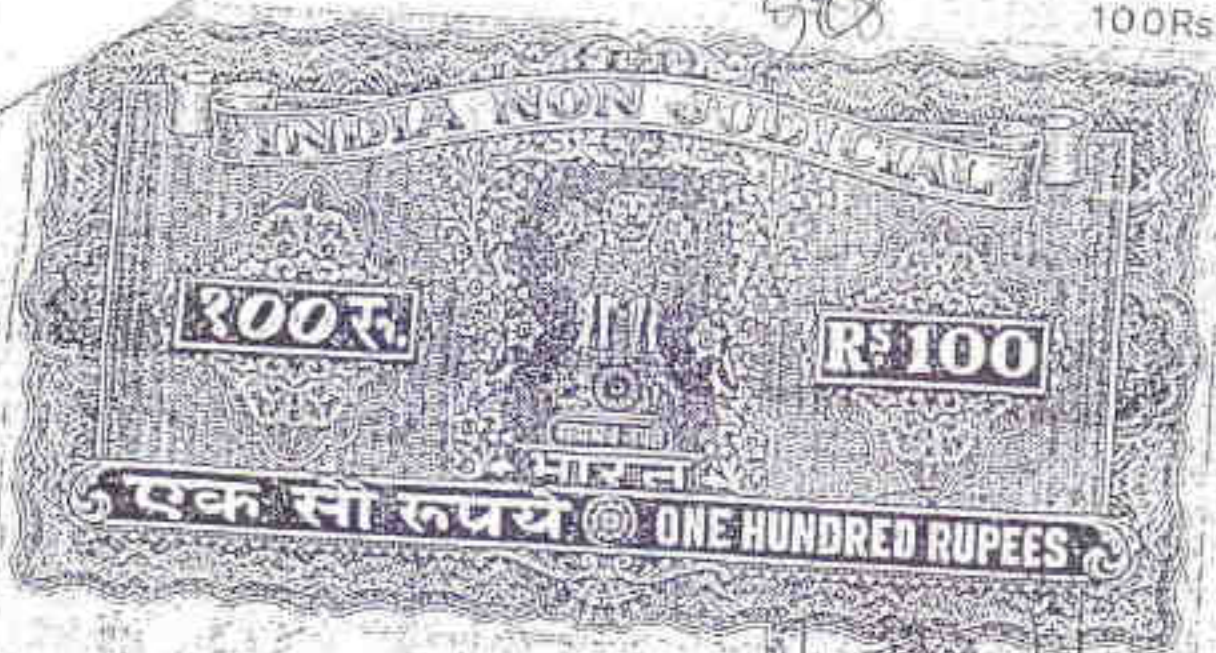
M. Narayana Murthy

[Signature]

C.D.C.

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100Rs



Trust hereinafter declared of and concerning the property

NOW THIS DEED OF TRUST WITNESSETH that in consideration of the premises the Settlor doth hereby transfer, assign and make over unto the Trustees the sum of rupees one thousand only in cash.

TO HAVE AND TO HOLD the same and other sums or portions that may for the time being and from time to time form part of the Trust Estate unto the Trustees absolutely and for ever upon the trusts and with and subject to the powers, provisions and declarations hereinafter contained of and concerning the same:

- ✓ I. The name of the Trust shall be 'Sri Aurobindo Complex Trust'.
- ✓ II. The objects of the Trust shall be:
 - i) To develop, expand and maintain the Sri Aurobindo Bhavan Complex already partly completed and to use it for the sadhana of the integral yoga as propounded by Sri Aurobindo and The Mother based on their teachings to fulfil the object of transformation of the human life both in its individual as well as collective aspects into divine life;
 - ii) To regulate the functions and activities in the Sri Aurobindo Bhavan Complex. (under the guidance of the parent Society viz Sri Aurobindo



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No. 145-412 of 100/
Name Sri Aurobindo Society / Kanchi
Date 10/10/91

B. S. Sankar
S. V. INSTITUTE
No. 6, Old No. 10
BANGALORE

Society with its Head Office at Pondicherry)

- iii) To Develop the Sri Aurobindo Bhavan Complex in such a way that it becomes a centre of living inspiration for the people who come in touch with it and to educate and/or aid people in living a healthy truthful, honest, sincere and perfect way of life in its various aspects, vocations and departments and to help, aid, assist in the advancement and development of humanity and society and the universe and to diffuse useful knowledge, thoughts, ideals and information especially through the medium of files, books, journals, newspapers, bulletins, records etc., on the lines envisaged by Sri Aurobindo Society with its Head Office at Pondicherry;
- iv) To impart and/or aid in imparting Integral education and to promote and to help the establishment and development of an Integral society and Life Divine in all its aspects and departments on the lines envisaged by Sri Aurobindo and The Mother;
- v) To establish and organise, maintain, grant and assist without distinction of religion, caste, sex or community, Schools, dispensaries, recreational Centre and external activities, libraries, parks, children's centres, physical culture centres, etc.,;
- vi) To raise, collect and receive moneys required for all or any of the purposes of the Trust, by way of subscriptions, gifts, donations or benefactions in cash and/or kind and/or movable and/or immovable properties and/or by borrowing from individuals, associations, Trusts,

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Trust's
address
number

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Attested by the Registrar



Societies, Companies, Associations, Clubs, Government, quasi Government bodies etc.

(ii) to buy, sell, lease, rent, funded securities and fixed assets, apartments for the above said purposes under the express approval of S.A.S. Pondicherry.

(iii) and generally to do all such acts, deeds and things necessary, conducive, suitable or incidental, so or for the attainment of the objects of the Trust or any of them. The Trustees may accept any donations or contributions in cash or kind from any person or persons for the furtherance of the objects of the Trust or any one or more of them upon such terms and conditions as they may in their absolute discretion think fit but not inconsistent with the objects of the Trust. The Trustees may also take over the management of any other charitable or public institutions having similar objects on such terms as they think fit and may manage such institutions.

IV. The Trustee shall cause true and accurate account to be kept of all money received and spent and of all matters in respect thereof in course of management of trust properties or in relation to the carrying out the objects and purposes of the Trust as well as of all the assets, credits and effects of the Trust properties.

V. The Trustees may at their absolute discretion invest the Trust fund either in the purchase or mortgage of immovable or movable property including leasehold property or in such investments authorized by the Indian Trust Act, 1852 or not, in shares or debentures or any joint stock company, bank, persons, firm or LIC on such terms as to interest as the Trustees may think proper with power to the Trustees to alter, vary or transpose such investments from time to time in such manner as they may in their absolute discretion think fit when compared with others of the same or of a like or different nature, or in such manner as the Trustees may from time to time determine. The investment as stated above must be approved by 2/3 (two third) majority of the Trustees. Alienations of property of any kind in any manner shall have prior approval by S.A.S. Pondicherry.

VI. The Trustees may from time to time open and maintain in the name of the Trust banking account or accounts and may operate the same or authorize any two or more of them from time to time to operate the same, and to draw, make, sign, endorse or discount cheques, bills, notes, securities, Government promissory loans, document and other negotiable instruments etc.

A. Srinivas
Srinivas
K. Aditya

U.S. Srinivasan
M. Srinivasan

J. Srinivas



Srinivas
Srinivas

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VII. The Trustees may construct, maintain, repair, alter, extend or enlarge any immovable or movable properties or assets of the Trust Estate and pay all charges and out-going payables in respect thereof, and may incur all other costs, charges and expenses of an incidental to the administration and management of the Trust Estate and the properties for the time being belonging to the Trust as they may in their absolute discretion think fit.

VIII. Subject to clause II Aforesaid, the Trustees may frame the schemes and rules and regulations for carrying out of the objects of the Trust and for the management of the affairs of the Trust and otherwise for giving effect to the objects and purposes of the Trust.

IX. The receipt of the Trustees for any money, stocks, funds, shares, securities or investments paid, delivered or transferred to them in execution of the Trust or powers thereof shall effectually release and discharge the person or persons paying, delivering or transferring the same therefrom and from seeing or from being bound to see to the application or being answerable for the loss of misapplication thereof.

X. The Trustees shall be jointly and severally be accountable only for such moneys, stocks, shares, funds and securities as shall be actually received by them in the Trust. No trustee shall have the authority to receive payments/moneys, properties, securities etc., from any person/s bodies etc., except on being specifically authorized by the Board of Trustees and/or an individual having an authority given to him by Board of Trustees. No Trustee/Trustees jointly or severally shall be held responsible answerable and/or accountable for any accounts, receipts, neglects, defaults and/or any other action taken by one or more Trustees either directly or through any other person. The Responsibility for action taken by any individual either in his capacity as a Trustee or in his personal capacity in committing the Trust/Trustees in any way whatsoever without specific authority of the Board of Trust shall be entirely his own and the remaining Trustees shall stand indemnified against wilful, default and/or negligence, malfeasance arising from the action of such trustee/person.

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XI. The Board of Trustees may reimburse themselves and discharge out of the Trust fund all expenses, costs incurred and supported by proper vouchers in or about the execution of the Trust or any of their duties under these presents.

XII. The surviving or continuing Trustees may act notwithstanding any vacancy in their body provided however that if the number of Trustees shall fall below the minimum fixed by these presents the Trustees shall not except for the purpose of filling any vacancy, act so long as the number is below the said minimum.

XIII. The Sri Aurobindo Society, Pondicherry, shall nominate one of the Trustees as the Chairman of the trust. Sri S.P. Pandit of Sri Aurobindo Ashram Pondicherry shall be and is herewith nominated as the first Chairman of the Trust.

XIV. The Society may appoint one of the Trustees as the Managing Trustee for such time as may be determined by the Society and such Managing Trustee shall continue to act as such until another Managing Trustee is appointed in his place. Sri S.V. Sabnis is hereby nominated as the first Managing Trustee by the Society. Subject to the general control and supervision of the Trustees, the Managing Trustee shall have all the necessary powers and authorities for the day to day matters of administration of the Trust. The power and responsibilities of the Managing Trustee shall be specifically defined and approved by the Board of Trustees in the first meeting of the Trust after formation.

XV. The Managing Trustee may at his discretion and shall upon a requisition in writing signed by any two or more of the Trustees specifying the objects for which the meeting is desired, convene a meeting of the Board of Trustees. If the Managing Trustee fails to hold such meeting within a fortnight from the date of such requisition, any two or more Trustees acting such requisition may themselves convene a meeting of the Board of Trustees but no business other than what is specified in the requisition shall be transacted at such meeting. The proceedings of such meeting, duly convened, shall have the status of regular meeting of the Board of Trustees.



S. Sabnis
S. Sabnis
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XVI. Four Trustees present at the meeting shall form a quorum for any meeting of the Trustees.

XVII. If at any meeting the Chairman is not present within fifteen minutes of the time appointed for the meeting, the trustees present shall choose one of themselves to be the Chairman of such meeting.

XVIII. All questions arising at the meeting of the Board of Trustees shall be decided by a majority of votes and in case of equality of votes, the Chairman shall have a second or casting vote.

XIX. Notice of the meeting of the Trustees and all communications shall be sent to the Trustees at their mailing address registered for the time being in the records of the Trust.

XX. The Minutes of the proceedings of every meeting of the Board of Trustees shall be recorded in a book to be kept for that purpose and signed by the Chairman of such meeting or of the following meeting when they are read over and confirmed and shall when so entered and signed be conclusive evidence of the business and other matters transacted and decisions taken at such meetings.

XXI. No person being (1) an undischarged insolvent or (2) convicted of an offence involving moral turpitude or (3) of unsound mind or (4) minor shall be eligible to be a Trustee.

XXII. The Number of Trustees shall not be less than seven and more than nine.

XXIII. A person shall cease to be a Trustee in any of the following events:

- a. If he dies;
- b. If he, without leave of absence, does not attend three consecutive meetings of the Board of Trustees or for one calendar year whichever is longer;
- c. If he becomes bankrupt;
- d. If he becomes insane or otherwise becomes incapable to act;
- e. If he resigns his office; or
- f. If his continuation as trustee is considered to be detrimental to the working and prestige of the trust by at least SIX members of the Board of Trustees.



Rat Jali

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XXIV. The Registered office of this Trust shall be situated at Sri Aurobindo Bhavan, 30th Cross, Bangalore - 560 072 and shall be so situated unless changed by a majority of the Trustees at a properly convened meeting of the Board of Trustees.

XXV. On a new trustee being appointed and on receipt of the consent in writing, the administration of the trust property shall vest in him along with the other trustees for the time being and he will be entitled to carry out all the duties and functions of a trustee.

XXVI. The present Trustees have been appointed on the following principle which will continue to govern the future nomination or appointment of trustees:-

XXVII. 1) All the Trustees to be nominated by the Sri Aurobindo Society, Pondicherry. The first Trustees shall be:

- 1) Sri M.P. Pandit
- 2) Sri Vijay Kumar, Pondicherry
- 3) Sri Pradeep Narayan
- 4) Sri Vijay N. Poddar
- 5) Sri S.V. Sabnis
- 6) Sri K.P. Ratnay
- 7) Sri K.S. Anantharaman
- 8) Sri B.C. Angadi
- 9) Sri H. Venku Srinivasappa

XXVIII. Term of office of the trustees and filling of vacancies:

The term of office of the Trustees shall be for a period of three years unless otherwise determined by Board of Trustees by resignation, death or otherwise intimation will be given to the nominating bodies to nominate a new person to fill the vacancy by nomination for the unexpired portion of the term.

The objects of this Trust will be fulfilled subject to the terms and conditions entered into between the society and the Bangalore Development Authority on 19.12.1984.



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- 1) [unclear]
- 2) [unclear]
- 3) [unclear]
- 4) [unclear]

That in the event of the Trust becoming inoperative and/or being dissolved, the net Trust property shall vest in and be administered by Sri Aurobindo Society, Pondicherry, being the sole beneficiary, for the same purpose and objects for which this TRUST IS CREATED.

The trustees above named have accepted this Trust.

IN WITNESS WHEREOF the parties above named have executed this trust, in the presence of the witnesses attesting hereunder at Bangalore City on the day of the month and year first above written.

S.D. Jatti
S.D. JATTI
SETTLOR & CHAIRMAN
SRI AUROBINDO SOCIETY, KARMASTAYA
BANGALORE

WITNESSES:-

K.K. Murthy
K.K. Murthy
1910, South end 'C' Rd,
9th Block, Jayanagar,
BANGALORE - 560 029

P. Rama Rao
P. Rama Rao
No. 69, 10th Cross,
22nd Main Road,
J.P. Nagar 1 Phase,
BANGALORE - 560 078

S.V. Subbiah
1) Sri M.P. Pandit
by his power of Attorney Holder
Sri S.V. Subbiah

S.V. Subbiah
2) Sri Vijay Kumar Poddar
by his power of Attorney Holder
Sri S.V. Subbiah

S.V. Subbiah
3) Sri Pradeep Narang
by his power of Attorney Holder
Sri S.V. Subbiah

S.V. Subbiah
4) Sri Vijay N. Poddar
by his power of Attorney Holder
Sri S.V. Subbiah

5) Sri K.G. Katley

6) B.C. Angadi

7) K.S. Mouthazai

8) H. Venkatarasappa

9) S.V. Subbiah

TRUSTEES

Drafted by:

L. Sachidananda Prasad
L. Sachidananda Prasad
Advocate, 2423, VIII Main, Banashankar II Stage,
BANGALORE - 560 070.

Lalitha

