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SECTORES OF SUR

TRUST DEED

OF

AIRAA ACADEMY EDUCATIONAL TRUST

This Deed of Trust is made on this Thursday the 21st of June, 2018 by:

Mrs. Amitha Prashanth, wife of Prashanth Prakash, aged about 44 years and residing at 110/8, Krishnappa layout, Lalbagh Road Cross, Bangalore 560 027. Hereinaster called as the MANAGING TRUSTEE "Amitha".

Ms. Anvitha Prashanth, D/o Prashanth Prakash, Aged about 25 years and residing at 110/8. Krishnappa Layout, Lalbagh Road Cross, Bangalore-560 027. Hereinafter called as the TRUSTEE.

Mrs. Soumya Jayanth, aged about 41 years, residing at No.98, Anugraha, 4th cross Nehru Road, Girinagar, 1st phase, Bangalore -560 085. Hereinafter called as the TRUSTEE.

and

Mr. Pranav Prashanth, aged about 21 years, residing at 110/8, Krishnappa Layout, Lalbagh Road Cross, Bangalore-560 027. Hereinafter called the TRUSTEE.

WHEREAS under the trust all the above said persons will be collectively called as the TRUSTEES which expression shall include them, for the time being of the Trust created hereby.

The Trustees have accepted the obligation under this Trust and have agreed to function as Trustees under the terms of this Deed and to discharge the trusts obligations set out herein.

NOW THIS DEED OF TRUST WITNESSETH AS FOLLOWS:

- (1) The Managing Trustee has transferred and given up to the Trustees a sum of Rs. 1,00,000/-(Rupees One Lakh only) and it shall form the nucleus of the Trust to be held upon Trust together with all the income arising there from and all the accumulations and accretions thereto for the intent purpose and objects herein contained.
- (2) The name of the Trust shall be AIRAA ACADEMY EDUCATIONAL TRUST. The office of the Trust shall be at Survey No.55/7/8, Hemmigepura Village, Kengeri Hobli, Bengaluru and/or such other places as the Trustees may determine.

(3) OBJECTS

The objects of the trust ("Objects") are listed below:

For AIRAA ACADEMY

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MEGISTERS SEEDS

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DD No.018178, Dated 21/06/2018, Issued

by Axis Bank Ltd., Bangalore.

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ದಿನಾಂಕೆ: 21/06/2018

Senior Sub-Registrar Jayahagah Bangalofe City

(ಜಯನಗರ)

Designed and Developed by C-DAC .ACTS Pune.

For AIRAA ACADEMY

CHAIRMAN

For AIRAA ACADEMY

PRINCIPAL

(a) Main Objects

The main objects of the Trust shall be to work in the field of education which without in any way taking away the generality of its meaning will include the following objects namely:

- (i) To establish, maintain, run, develop, improve, extent, grant, donate, and to aid the establishment, maintenance, improvement and extension of Montessori centres, schools, colleges, polytechnics and other educational institutions including vocational training centres, research centres, and other education centres and hostels for students pursuing their studies in any of the above said institutions;
- (ii) To institute studentship, scholarship, stipends, medals, prizes etc., to help and encourage deserving students and provide monetary aid to students, scholars and teachers for pursuing their education in any of the above said institutions;
- (iii) To establish, maintain, develop and donate for the establishment, maintenance and development of book banks, libraries and computer centres related to the above said institutions;
- (iv) To organize, conduct and assist in the organizing and conduct of lectures, seminars and symposia in connection with the education in any of the above institutions;
- (v) To affiliate, franchise, collaborate, associate, extend, merge or take over any university or other forum in India or abroad; and

(b) Other Objects

- (i) To do all that is necessary and incidental for the purpose of achieving objects in (a) above.
- (4) The Trust hereby created shall not be revocable except as set forth herein.

(5) TRUST PROPERTY

(a) The term "Trust Property" shall mean and include the said sum of Rs. 1,00,000/(Rupees One Lakh only) set apart by the Authors / Managing Trustee and further
grants, donations and contributions and/or property movable or immovable, that
may be made by the Authors or by others from time to time and other accumulations
and accretions thereof, in whatever form, to be utilized towards the Objects of the

HRAA ACADEMY

The Trust Property shall vest in the Board of Trustees which shall hold mandale A and administer the Trust and the Trust Property in accordance with the terms and provisions thereof.

(6) BOARD OF TRUSTEES

(a) The first Board of Trustees shall consist of the following persons:

CHAIRMAN

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ತ್ರೀಮತಿ Amitha Proshanth			No.

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1	Amitha Proshanth (ಬರಗುಕೊಡುವವರು)	0		W.
2	Ms Anvitha Prashanth . (ಬರೆದುಕೊಡುವವರು)	G. F.		ADA

Senior Sub-Revisioner Jayanagar, Bangalore City

For AIRAA ACADEMY

PRINCIPAL

For AIR AACADEMY

CHAIRMAN

(1) Amitha Prashanth, wife of Prashanth Prakash, aged about 42 years and residing at 110/8, Krishnappa layout, lalbagh road cross, Bangalore 560027 and

("Managing Trustee(s)")

- (ii) Anvitha Prashanth, D/o Prashanth Prakash, Aged about 23 years and residing at 110/8, Krishnappa Layout, Lalbagh Road Cross, Bangalore-560 027. Hereinafter called the TRUSTEE.
- (iii) Soumya Jayanth, aged about 39 years, residing at No.98, Anugraha, 4th Cross Nehru Road, Girinagar, 1st phase, Bangalore -560 085. Hereinafter called the TRUSTEE.
- (iv) Pranav Prashanth, D/o Prashanth Prakash, Aged about 21 years and residing at 110/8, Krishnappa Layout, Lalbagh Road Cross, Bangalore-560 027. Hereinaster called the TRUSTEE.

The number of Trustees shall not be less than two and more than Seven.

- (b) The Managing Trustee (defined below) shall have power to appoint other Trustees from time to time for such period and on such terms and conditions as may be decided by her.
- (c) No person being:
 - (i) an undischarged insolvent; or
 - (ii) convicted of any offences involving moral turpitude; or
 - (iii) of unsound mind; or
 - (iv) a minor,

shall be eligible to be a Trustee.

- (d) If the number of Trustees is reduced below the minimum number mentioned in Clause (6) 0 hereof, Amitha Prashanth / Managing Trustee for the time being shall first act to increase their number to the minimum required.
- (e) A person shall cease to be a Trustee in any of the following events:
 - (i) If he / she dies; or

(ii) If he / she becomes insane or otherwise becomes incapable of performing his AAACADEM Yuties and obligations under this Deed; or

(iii) If he / she resigns from his post as Trustec.

PRINCIPAL

The power to appoint new or additional Trustees but so as nother excellence maximum number and to fill vacancies in the office of the Trustees, shall vest in the Managing Trustee. The other Trustees shall not be entitled to participate in this decision-making process.

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3	Soumya Jayanth (ಬರೆದುಕೊಡುವನರು)	104		877
4	Pranav Prashanth (ಬರೆಡುಕೊಡುವವರು)	E		Perona. P

Senior Sub Registra Jayanagar, Bangalore City

For AIRAA ACADEMY

PRINCIPAL

FOR ARADACADEMY

- If a Trustee becomes bankrupt or insolvent or is convicted of any criminal offence involving moral turpitude then and in every such case, it shall be lawful for the Board to give notice to such Trustee so becoming bankrupt or insolvent or being convicted of any criminal offence involving moral turpitude, intimating him / her that he / she is removed as Trustee. Such Trustee shall upon receipt of notice cease to be the Trustee and shall whenever called upon to do so, do all necessary acts on his part to vest the Trust Properties in the continuing Trustees.
- (h) On any new or additional Trustee being appointed and on his / her signifying his / her acceptance in writing to the effect of his accepting the appointment, the Trust Property shall automatically vest in him / her along with the other Trustees for the time being. Such new or additional Trustee will be entitled to carry out all the duties and functions of a Trustee without any other deed or instrument of writing.
- (i) Notwithstanding anything contained herein, any of the Trustees may retire after giving one month's notice in writing, of such Trustee's intention to so retire, to each of the other Trustees. The Trustee giving such notice shall *ipso-facto* cease to be a Trustee of the Trust upon the expiry of such notice period.
- (j) The Board may appoint a, Treasurer and Secretary to Trust from amongst themselves.
- (k) The Board may by passing a resolution at a meeting held in accordance with the provisions of these presents, amend this Trust Deed.
- (I) Amitha shall continue to function as a Managing Trustee and is vested with the power of day-to-day management of the Trust. She shall continue to be Managing Trustee till she resigns from her post or discharged from being a Trustee. Amitha Prashanth shall be entitled to renuneration for services rendered to the Trust; provided merely being a Trustee shall not be considered as services provided to the Trust and provided such remuneration is commensurate with the services rendered. Notwithstanding anything contained herein the following matters shall require Amitha's prior written approval:
 - (i) Appointment and removal of Trustees;
 - (ii) Identifying Managing Trustees.
 - (iii) Opening, closing and expanding educational institutions;
 - (iv) Buying and selling immovable property;

AJRAA ACADEM Remuneration payable to the Managing Trustees;

(vi) Any resolution for dissolution of the Trust.

PRINCIPAL (vii) Amendments to the Trust Deed.

A Managing Trustee may resign from the position of Managing Trustee but continue as a Trustee. Amitha shall retain the powers listed in this Clause 6(m) notwithstanding her ceasing to be a

Managing Trustee.

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CHAIRMAN

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2	Mahesh.T.S No.34, Badrappa Layout, Hebbal, Bangalore.	melinery

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The Trust Name is 'AIRAA ACADEMY EDUCATIONAL TRUST', Office at No.55/7/8, Hemigepura Village, Kengeri Hobli, Bengaluru.

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Designed and Developed by C-DAC, ACTS. Pune

For AIRAA ACADEMY

PRINCIPAL

For AIRAA ACADEMY

CHAIRMAN

(7) POWERS OF THE TRUSTEES

- (a) General Powers of the Trustees. Subject to the powers vested in Amitha,
 - (i) The Trustees may accept gifts, donations or contributions in so far as they are not inconsistent with the Objects of the Trust and all such gifts, donations and contributions shall form part of the corpus of Trust, unless it is otherwise specifically given to the Managing Trustees.
 - (ii) The Trustees may spend any portion of the corpus or the income of Trust fund for purchasing any land or building or for the construction of any building, for and in the name of the Trust, with a view to carry out, promote and/ or execute any or all of the Objects of the Trust.
 - (iii) The Trustees may invest the Trust estate either in the purchase of or procure on lease immoveable properties or to mortgage immoveable properties, or in such manner as allowed by the law as maybe in force from time to time and to convert, alter, vary, dispose of or transfer such investment from time to time provided that such investments shall not be made which are against the principles of this Trust Deed. The Trustees shall not be entitled to apply any of the properties of the Trust for the benefit of the Authors or the Trust. Provided, remuneration paid pursuant to Clause 6(m) shall not be considered as violating or infringing this clause.
 - (iv) The Trustees may convert, to sell or otherwise dispose of any of the investments comprised in the Trust Property and reinvest or change the nature of any other investment contained therein with the permission of the other Trustees.
 - (v) The Trustees shall be at liberty to sell such portion or portions of the moveable or immoveable properties forming part of the Trust estate either by public auction or by private contract. The sale may be at such price or prices and on such terms and conditions relating to title or otherwise as the Trustees, in their absolute discretion, think fit. Trustees may rescind or vary any contract relating to the sale thereof, to resell the same, to execute all conveyances or other assurances and to pass valid and effectual receipts and discharge of all money received by them in relation to such sale.
 - (vi) The Trustees may pay all charges and outgoings payable in respect of any immoveable property forming part of the Trust Property and may carry out repairs required to be done to the same and keep the same insured against loss or damages by fire and may incur all other costs, charges and expenses incidental to the administration and management of the Trust Property as they may, in their absolute discretion, think fit.
 - (vii) The Trustees shall have full power to compromise or compound all actions, suits and other proceedings and settle differences and disputes touching the Trust Estate and or the Trust properties and to refer any such differences or disputes to arbitration and to adjust and settle all accounts relating to the Trust Estate and or the Trust properties and do all other acts and things fully and

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effectually without being liable or unswerable for any *bonafide* loss occasioned thereby.

- (viii) The Trustees may from time to time frame schemes, rules and regulations to carry out the Objects of the Trust and for managing the affairs of the Trust or otherwise for giving effect to the Objects of the Trust and to vary the same from time to time as the Trustees may in their discretion deem fit and proper.
- (ix) The Trustees may reimburse themselves and pay and discharge out of the Trust fund all expenses incurred by them in or about the execution of the Trust or any of their duties under these presents including travelling expense, but will not be entitled to any remuneration.
- (x) The Trustees may let any portion of any immovable property forming part of the Trust Property, at such rent and for such period and on such terms and conditions as they may think fit and accept surrender of any lease.
- (xi) The Trustees may open and operate Bank Account in the name of the Trust. The said Bank accounts shail be operated by Managing Trustee in her individual capacity or any two Trustees in jointly.
- (Nii) The Trustees may borrow if need be against the security of the assets of the Trust by way of Bank overdrafts, loans or otherwise, as may be necessary, for the benefit of the Trust and for effectively carrying out the objects/purposes of the Trust by unanimously agreeing on such borrowing and limited to the terms of their discussion or agreement and to authorize two or more of the Trustees to execute such documents, deeds, paper etc as maybe necessary in connection therewith.
- (xiii) The Trust shall be entitled to start, discontinue, abolish and re-start any charity or charitable institutions and to impose any condition or conditions to any subscription or donation made by them and to earmark any portion of the Trust property or income of any particulars object or objects.
- (xiv) The Trustees may appoint committees to further or implement any decision or project of the Trust as may be decided upon by the Trustees and to prescribe guidelines, limitations, restrictions, powers, duties, responsibilities and manner of operations of such committees and/or to grant to such committees to determine their own procedures, induct persons as members of such committees.

For AIRAA ACADE Without prejudice to the generality of the powers, the Trustees shall have the following powers, which they may delegate to the other members of the Board of Trustees commensurate with the office they hold:

Principal

- To employ clerks and other employees, agents, bankers, lawyers, accountants, and others on such remuneration as they may deem fit.
- (ii) To delegate any powers as he can lawfully delegate to any other person to execute such power as they may deem fit for the purpose.

CHAIRMAN

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- (iii) To invest the funds of the Trust consistent with the provisions of this Trust Deed;
- (iv) To convert, to sell or otherwise dispose of any of the investments comprised in the Trust Property and reinvest or change the nature of any other investment contained therein with the permission of the other Trustees.
- (v) To withdraw any power or revoke any appointment of any employee or attorney.
- (vi) To appoint proxy or proxies for voting at any meeting of creditors, contributors, contributories, shareholders or otherwise.
- (vii) To raise loans or borrow funds, with or without security of the Trust Property and mortgage, charge and encumber any asset immovable or moveable belonging to the Trust, with the consent of all other Trustees.
- (c) The Trustees shall have the powers to borrow funds from Banks, Financial Institutions (Public-Private), nationalised banks, co-operative banks, corporate banks, co-operative societies or from such other organizations, trusts, individuals, firms, companies, corporations, associations, or any of them), governmental originations, semi-governmental organization, private financial institutions, public financial institution, pawn brokers, money lenders, etc, as they deem fit, for the benefit of and to further the Objects of the Trust and sign all such documents required on behalf of the Trust. All the Trustees have agreed and authorized the above said Trustees to Act on their behalf.
- (d) The Trustees shall have power to do all lawful acts, deeds, matters and things which may be necessary or proper for carrying out the objects of this Trust or its administration.
- (e) The Trustees shall be entitled, by resolution in that behalf, to delegate all or any of the powers vested in them by these presents, including those specified in Clause (7)
 (a), jointly to the Managing Trustees or any other person/s for the purpose of conveniently managing and exercising such powers.
- (8) POWERS OF THE SECRETARY. The Trustees may appoint one of themselves as the Secretary. The Secretary shall maintain the entire records of the proceedings and administration of the Trust. He/She shall report about all the activities of the Trust to the Trustees.
- (9) The Board of Trustees shall have power from time to time to make and alter such rules and regulations with regard to the conduct of the Trust to such extent and in such manner as AC her may bink fit subject to the conditions that they shall not be inconsistent with the provisions set out herein.

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(10) The Trustees are not allowed:

(a) To act singly except to appoint Trustees pursuant to the number of Trustees being reduced to 1 (one);

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- (b) To use the Trust property for personal benefits except for payment of remuneration pursuant to Clause 6(m);
- (c) To lend money to themselves;
- (d) To sell or otherwise dispose of the Trust Property or any part thereof for their personal benefits;
- (e) To mortg age or otherwise create any encumbrances in respect thereof for their personal benefits;
- (11) The Trustees shall maintain or cause to be maintained regular and proper records of their meetings and decisions in the form of minutes. The Trustees shall also maintain or cause to be maintained proper, correct and regular books of accounts, entering therein details of income, receipts, expenditure, investments, properties, assets, disbursements etc., such accounts shall be audited and certified each year by a Chartered Accountant to be appointed by the Board of Trustees.
- (12) The Trustees shall at all times stand indemnified in respect of any act that may have been done in good faith, in respect of matters relating to the Trust, but they shall not be entitled to any remuneration.
- (13) Any decision taken by a majority of the Trustees at any Trust meeting shall be valid and binding on all the Trustees and the powers so vested in or exercisable by the Trustees shall be valid and binding on the Trust.

(14) MEETINGS OF THE TRUSTEES

- (a) The Trustees shall meet as and when necessary to transact business of the Trust, provided that, at least two meetings shall be held in a financial year.
- (b) All meetings of the Trust shall be held at such places and at such time, as the Managing Trustees shall decide from time to time.
- (c) The quorum for any meetings of the Board of Trustees shall be any two Trustees. The Trustees may hold their meeting at place, whether in or outside Bangalore, as may be agreed upon by the Trustees.
- (d) Normally notice of seven clear days of all meetings of the Trust shall be sent to every Trustee by post or courier. However, in emergency situations or where any urgent matter pertaining to the affairs of the Trust require immediate and prompt action, the aforesaid notice may be dispensed with and oral communication of such meeting shall

on the agenda in writing and such expression of opinion shall be taken to be his vote on the matter concerned.

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- (f) A minute book shall be maintained at the office by the Board of Trustees. Minutes of all meetings, appointment of every new Trustee and all other proceedings of the Board of Trustees shall be granted, entered and recorded in such minute book and shall be signed by the chairman of the meetings either at the conclusion thereof or at a subsequent meeting when they are duly confirmed.
- (g) Any matter or business of a routine nature or formal or urgent nature may be decided by a circular to the effect without meeting of the Trustees provided the same is agreed unanimously or by majority of the Trustees.
- (15) For Trust as a whole or for each of its establishments there may be advisory committee, consisting of experts in various fields, political dignitaries, social workers and research scholars who may nominated by the Board of Trustees for such term as the Board may specify.
- (16) If any of the Trustees were to carry out any professional services for and on behalf of the Trust, they shall be paid the professional charges for the services rendered by them.
- (17) The benefits of the Trust shall be open to all irrespective of caste, creed or religion. No benefit shall be offered for the benefit of any individual based on the caste, creed or religion of such individual.
- (18) The funds and the income of the Trust shall be solely utilized for the achievement of the Objects and no portion of it shall be utilized for payment to Trustees by way of profit, on interest, dividend etc.
- (19) The Trust does not presently hold any property either movable or immovable other than Rs. 1,00,000/- (Rupees One Lakh only).
- (20) INVESTMENT: The funds of the Trust shall be invested in the modes specified under the provisions of Section 13(1)(d) r.w.s 11(5) of the Income Tax Act. 1961, as amended from time to time.
- (21) ACCOUNTS: There shall be maintained all accounts of the Trust regularly. The accounts shall be duly audited by a qualified Chartered Accountant. Every year, the accounts shall be closed by 31st March.
- (22) AMENDMENT: No amendments 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 shall be carried out without the prior approval of the commissioner of Income Tax.

DISSOLUTION: In the event of dissolution of the Trust, the assets remaining as on the AC Advertises olution shall under no circumstances be distributed among the Trustees but the same shall be transferred to such other Charitable Trust/ Society/Company whose objects are similar to those of this Trust and which enjoys recognition u/s. 80G of the I

INCIPALACI, 1961, as amended from time to time. Further, the Company shall not be dissolved /

wound up without the prior approval of the commissioner of Income Tax.

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CHAIRMAN

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- IRREVOCABILITY: The Trust formed shall be irrevocable. (24)
- BENEFICIARY: The benefits of the Trust shall be open to all irrespective of easte, creed (25) or religion.
- (26)UTILISATION: The funds & the income of Trust shall be solely utilized for achievement of the objects of the Trust and no payment shall be made to the Trustees by way of profit, interest / dividends etc.
- IN WITNESS whereof, the Managing Trustee and Trustees hereinabove mentioned have (27)set and subscribed their hands and seal on the day, month and the year first herein above written.

	Name	Signature
Managing Trustee	Amitha Prasbanth	Xx-
Trustee	Anvitha Prashanth	Ande
Trustee	Soumya Jayanth	Royalyals
Trustee	Pranav Prashanth	Bear P

Witness:

Name: Ramesh. T.N

Address: Thora Thimmany Doddi Laggarhany (post), Harohan kunkur (t), Ramonagar.

For AIRAA ACADEMY

PRINCIPAL

Mohights
Name: Mahish T.7
Address: 184 Bhistoppa layat
Burgalore -79

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