

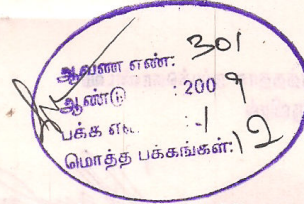
தமிழ்நாடு தமில்நாடு TAMILNADU

P 560791

Mr. Nevil Moncher
Kodaikanal
100/- 11134
Tamil Nadu. Date 9.9.09

S. Fernando Selvaraj
Stamp Vendor
L. No. R.Dis. 3916/B1/2000
Moonjikkal, Kodaikanal.

(KARUNA TRUST)



To all to whom these PRESENTS shall come, I

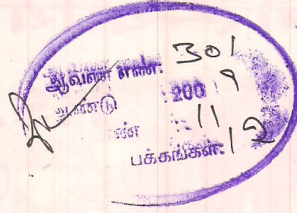
1. Mr. Nevil Moncher son of Mehli, age 56 years, Agriculture, residing at Karuna Farm, Kodaikanal, Dindigul District, Tamilnadu.

Hereby declare myself to be the authore of Trust known as KARUNA TRUST with aims and objects mentioned below:

And

Constitute ourselves as the Trustees which expression shall unless it be repugnant to the subject or context thereof, mean and includes the survivor of the Trustees and all such persons as are or may be duly appointed as Trustees under these presents hereby declare and state as follows:

443
301
2009



4 ஏப்ரல் 2009
பக்கம் 301
பக்கம் 10
தலை எண்: 10
பக்க எண்: 10

2009 ஆம் ஆண்டு செப்டம்பர் திங்கள்
11-ம் நாள் 2-3 மணிக்குக் கிடைக்க
பெறக்கூடிய சார்பதிவாளர் அலுவலகத்தில்
பதிவு செய்யப்பட்டிருக்கிற
பதிவு எண்: 110.00
பதிவு செய்தவர்.



இடது பெருவிரல்



Mondas

S/o. Mehli,

Karuna Farm, Kodaikanal.

சார்பதிவாளர்
ஏகாடைக்கானல்

1. எழுதிக்கொடுத்ததாக ஒப்புக்கொண்டவர்
இடது கை பெருவிரல்

Mondas

S/o. Mehli, Karuna Farm,
Kodaikanal.

அடையாளம் குறித்து 2005-2009 Family card
இவனுக்கு பதிவு செய்யப்பட்டது என்றும் 22/6/01 95029
நாள் June 05 அன்று கை கொடுக்கப்பட்டது.

இன்னொன்று நிரூபித்தவர்கள்: S/o. J. Ramakrishnan, Vela Kavi, Kodaikanal.

1. J. Ramakrishnan

2. S. Anand S/o K. Seshan Srinivasan
Kodaikanal.

2009 ஆம் ஆண்டு திங்கள் 11 நாள்

சார்பதிவாளர்

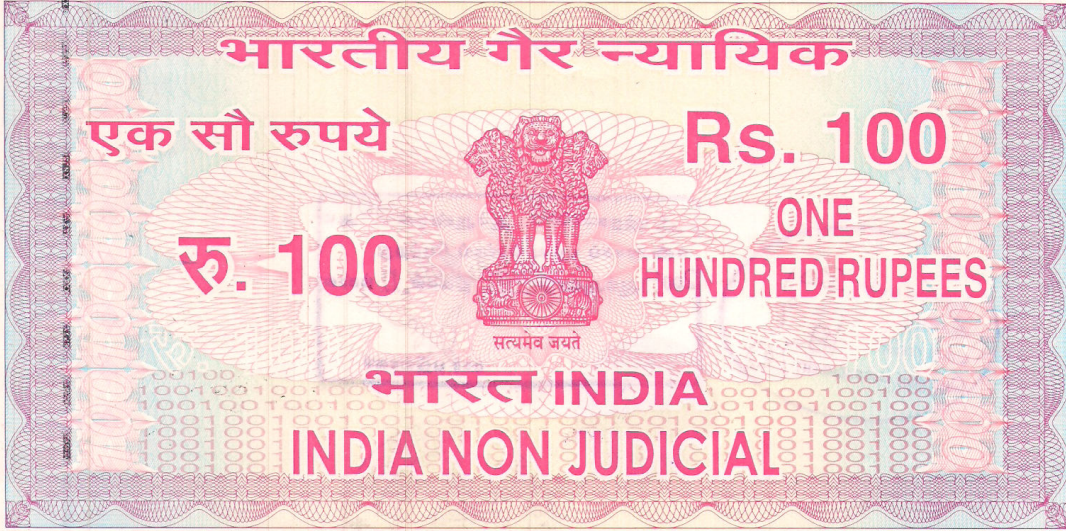
ஆண்டு எண்: 301
பக்க எண்: 189
மொத்த பக்கங்கள்: 2

4 புத்தகம் 2009 ஆம் ஆண்டின் 301 ஆம்
எண்ணாகப் பதிவு செய்யப் பெற்றது
2009 ஆம் ஆண்டு செப்டம்பர் 11 ம்நாள்
சா. பதிவாளர்



ஆண்டு எண்: 102
பக்க எண்: 100
மொத்த பக்கங்கள்: 2

4 புத்தகம் 2009
ஆண்டு 301 ஆம்
பக்க எண் 189
மொத்த பக்கங்கள் 2



தமிழ்நாடு தமில்நாடு TAMILNADU

P 560792

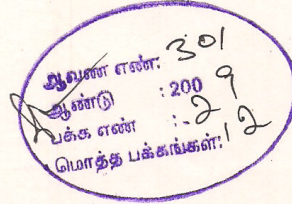


100/- No. 11135
Tamil Nadu Date: 9.9.09

Mr. Neel Monchea
Kodaikanal

S. Fernando Selvara,
Stamp Vendor
L. No. R.Dis. 3916/B1/2006
Moonjikkal, Kodaikanal

-2-



And

WHEREAS the KARUNA TRUST is based mainly on Spiritual Enhancement, Environment Protection, Research, Education, Agriculture, Cottage and Small Scale Industries, Animal Husbandry and other allied and incidental activities in all its aspects with a view to propagate the knowledge and techniques of these subjects among the villages and people in general and thereby enable them to improve their lifestyle and to develop a cooperative spirit among themselves, the institution known as KARUNA TRUST is established.

WHEREAS to develop maintain & manage Karuna Farm Prahasapuram, developing an environmentally sustainable community & model farm, based on spiritual enhancement and natural holistic lifestyle, objects of which are mentioned herein

WHEREAS to constitute such a public charitable Trust and to manage the same it is necessary that a permanent Trust be created which can fulfil the main objectives stated above whereas the aforesaid settler Trustees have constituted a sum of Rs. 1000/- (Rupees one thousand only) as initial corpus of the Trust Fund and further funds are and will be collected and added to the Trust Board.

And.

WHEREAS with a view to and for the purpose of constituting the Trust Permanently as an irrevocable Trust it is considered desirable that declaration of Trust should be made in the manner set out hereunder;

And

WHEREAS the Trustees hereby declare that the said funds, and all further funds donations and contributions, in any shape or form to the said Fund from time to time, and the rents, and income thereof, and the stocks, funds, properties and securities for the time being representing the same shall be held upon Trust for the objects and purposes and subject to the powers and provisions hereinafter mentioned.

Now this declaration WITNESSETH and it is hereby agreed and declared as follows:

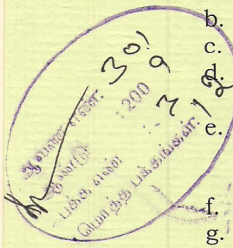
(I) **1. Name:** The Trust is hereby constituted as an irrevocable Trust and it shall be more particularly known as KARUNA TRUST

(II). The Registered Office of the Trust will be located at Karuna Farm, Prakasapuram, Kodaikanal, Tamilnadu.

(III). **The Objects of the Trust are:**

1. To manage Karuna Farm at Prakasapuram Kodaikanal with the following objectives

- a. To develop, maintain and manage a community based on spiritual enhancement especially under the guideline and principles of His Divine Grace A.C. Bhaktivendanta Swami Prabhupada founder of ISKCON
- b. To Practice and teach meditation and yoga.
- c. To develop self sufficiency in organically grown food.
- d. To use only natural energy like solar hydro, wind, etc. Not to tap electricity from the national grid.
- e. To provide land for members to build houses. To experiment on building maximum with natural resources which are locally available
- f. Vegetarianism & non alcoholism.
- g. To hold seminars, workshops and training programmes to promote the above objectives for which accommodation & facilities for guests are to be provided.
- h. Afforestation
- i. The land measuring about 5 acres patta and 6 acres, B-memo at Karuna Farm, Prakasapuram, which has been donated by Nevil Moncher to Karuna Trust, can be leased, but cannot be sold.



[Handwritten Signature]

2.
 - a. To help. Assist, undertake, organize, conduct, establish, maintain, facilitate and promote all or any of the following activities.
 - b. To research, implement & promote environment concerns in all fields of activity as the primary object of the Trust.
 - c. Advancement of education, art, science, health;
 - d. Planning and implementation for integrated development or Rural Areas;
 - e. Development of irrigational facilities and agriculture model farms;
 - f. Promotion of Rural Industries.
 - g. Establishment of Training Centres, Research, evaluation, education, Planning, and extension in various fields.
 - h. Health services.
3. To provide consultancy services, including expert advice and guidance;
4. To organize training relevant to Rural Development full/part time workers, farmers, artisans, women, youth, etc; and to provide scholarships
5. Prepare, print or publish and distribute books, periodicals, pamphlets, papers and other educative or publicity material, or have them prepared, printed and published.
6. To strengthen and assist financially or otherwise existing development agencies and foster development of new agencies wherever necessary and possible.
7. To establish liaison and develop mutual areas of cooperation with different organizations, international, national, regional, state, local Voluntary and Official agencies, also specialized institutions, groups and individuals and such other associations in furtherance of the aims and objects of the Trust.
8. To act as channel for inter-change of experience and ideas through seminars and conferences, group meetings and discussions, demonstrations and exhibitions.
9. To accept donations (in cash or kind) subscriptions, grants, presents national and international and to collect dividends, rents, interest and other income of the Trust Fund, etc. for being utilized to further the objects thereof.
10. To take over the management of any other public or charitable institutions, Project or branch of any such institution on such terms and conditions as the Trustees shall think fit and to manage such institutions.
11. To undertake the cultivation and management of agricultural farms including demonstration and experimental farms.
12. To pay all costs, charged and expenses incidental to the management, administration and execution of the Trust and powers herein contained.

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பக்க எண்:
பிரசுர்த்த பக்கங்கள்:

13. To open and maintain account or accounts of the Trust in State Bank of India or any scheduled Bank for the purpose of keeping the moneys of the Trust, and to operate the same or to authorise any one or more of them to operate upon them.

14. To purchase or hire or to take on lease lands, buildings and other immovable or movable properties in the name of the Trust.

15. To invest, dispose off transfer and otherwise deal with the subject matter of the Trust in such manner as the Trustees deem fit and proper to do in carrying out the objects of the Trust.

16. To undertake and organize relief activities in time of calamities. To aid, assist, finance, take up and carry on all constructive activities.

17. To become an affiliate/ Member of National bodies, Federation having Similar aims and objectives.

18. All activities financed from the fund shall be conducted in accordance with the ideals and objects as stated herein and no discrimination shall be permitted on grounds of religion caste, creed or sex. PROVIDED that any donations ear-marked and accepted for any specific purposes falling within the objects mentioned in THESE PRESENTS shall be used for such specific purposes.

19. To provide welfare for the employees of the Trust.

20. To undertake housing projects.

21. To run health dispensaries, traveling dispensaries and health camps etc.,

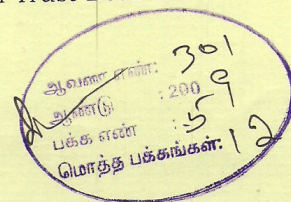
(IV) a. The above said objects and any programme for promoting the Cultural, social and economic welfare of the public in rural areas only.

b. The income funds of the Trust shall be solely utilized toward the objects of the Trust No part of the income or corpus of the funds shall be employed for any object other than those of the Trust set out herein or applied or spent outside India.

V. BOARD OF TRUSTEES:

(a). The Management and control of the Trust and the Trust Properties shall vest in the Board of Trustees. The Board of Trustees shall comprise not less than three and not more than nine trustees including the Chairman and Managing Trustees, The author of the Trust has a right to nominate the Trustees and to fill up any Vacancies of the Trustees so long as he is alive. He has also power to remove any of the Trustees if they act adverse to the interest of the Trust. After the life-time of SRI Nevil Moncher the author of the Trust, the appointment of Trustees shall be followed as provided under clause (VI) of the original Trust Deed The following three will be Trustees for now.

Nevil Moncher



1. Nevil Moncher, SON OF MEHLI, aged about 56, Agriculture, residing at Karuna Farm, Prakasapuram, Kodaikanal Tamil Nadu.
2. Mr. Navroz Mody, son of Keisasp D.Mody aged about 63 years, environment consultant, residing at Roseneath, St. Mary's Road, Kodaikanal, Tamil Nadu.
3. Miss. R. Chitra, D/o Usha aged about 19 years, Student , residing at Karuna Farm , Prakasapura, Kodaikanal.
4. Mr. Lior Cochen son of Pinchas aged about 32 years, (Israeli Passport, No. 9919550) residing at Karuna Farm, Prakasapuram, Kodaikanal.
5. Dr. Aruna Vishvanathan , D/o Dr. P.G. Vishvanathan , aged about 39 years , residing at Aasra, Nilaya Road, Arpora - Bardez, 403516, Goa.
6. Mr. Alex Leeor son of Uric Leeor aged about 36 years, (British Passport No. 706301839) residing at Karuna Farm , Prakasapuram, Kodaikanal.

(b). A minimum of three Trustees will form the quorum to conduct a meeting.

(c). The Trustees may meet as many times as requested but not less than once a year.

VI. APPOINTMENT OF NEW TRUSTEES:

In case of any vacancy in the board of Trustees, the remaining Trustee or Trustees as the case may be shall have the power to co-opt a Trustee or Trustees, and the case may be by way of nomination or appointment through a resolution passed at their meeting of the Board of Trustees with simple majority. There should always be a majority of Indian nationals on the board of Trustees.

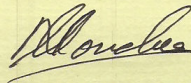
VII. DISQUALIFICATION OF TRUSTEE:

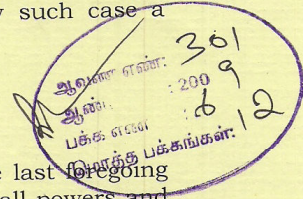
If and after as the Trustees of these presents shall die or desire to retire, or refuse, or become incapable to act, in the Trust thereof, or shall take the benefit of the insolvency law for the time being in force, or be away from India for a period more than 12 months without notification, or if any Trustees should remain absent from three consecutive meetings of the Trustees without leave of absence, then in every such case a trustee is disqualified.

VIII. EFFECT OF APPOINTMENT OF NEW TRUSTEES:

Upon every appointment made in pursuance of the last foregoing clauses thereof, the newly appointed Trustees shall have all powers and authorities of a Trustee under THESE PRESENTS.

The Majority decision of the Trust Board will be binding. In case of equal rights, chairman Trustee will have a Second Vote.





IX. POWERS TO APPOINT AGENTS AND COMMITTEE:

The Board of Trustees shall be entitled from time to time to appoint with or without remuneration, and on such terms and conditions as they may think proper, persons or agents, and to appoint Committees as they may think proper to function, under the authority and control of the Trustees for the carrying out the objects of the Trust.

X. POWER TO COMPROMISE AND REFER TO ARBITRATION.

The Board of Trustees shall have full powers to settle, compromise or compound, out of Court, all suits, notions and other proceedings and to settle all or other proceedings, differences of demands to arbitration and to adjust the settlement of all accounts relating thereto as fully as if they were absolutely entitled to the Trust Fund and without being answerable for the loss occasioned thereby.

XI. POWER TO PURCHASE, HIRE OR TAKE ON LEASE.

The Board of Trustees shall be entitled to purchase or hire or to take on lease a property or properties for the purpose of carrying out the objects of the Trust hereby created.

XII. POWER TO BORROW.

The Trustees, with the concurrence of all trustees, may from time to time, at their discretion for the furtherance, of the objects of the Trust of THESE PRESENTS borrow money, the total liabilities not exceeding Rupees Three lakhs at any time, and for the purpose may authorize the Trustees to borrow money's at such rate of interest and in such formard manner and thereupon the Trustees shall at their discretion, make all such dispositions of the properties moveable or immoveable forming part of the Trust fund or any part thereof and enter into such agreements, assurances, deeds and things in relation thereto as the Trustees may deem proper for giving security for such loans and interest.

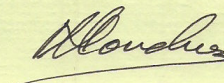
XIII. INVESTMENT OF TRUST FUNDS.

The board of Trustees shall have power to invest the corpus of the income from the Trust fund at their discretion in such investments as may be permitted under the provisions of the Income Tax in force from time to time and duly notified to the bankers. All investments will be in the name of Karuna Trust or as authorized by the Board of Trustees.

XIV. OPENING BANK ACCOUNTS.

The board of Trustees may from time to time open and maintain in their names as Trustees of the Karuna Trust any banking accounts with such scheduled bank or central, or provinciable or district cooperative Banks or Bank as may from time to time be determined by the Trustees

and shall forthwith pay or cause to be paid the rents, income, profits, dividends and all other moneys forming part of the Trust Fund to the credit of any such account or accounts. Such accounts or account shall be operated upon such of the Trustees as may from time to time be authorized to do so by a relsolution of the Trustees of THESE PRESENTS.



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XV. ACCOUNTS AND AUDIT:

The Trustees shall get maintained regular accounts of the Trust Fund and shall get the same duly audited by a Firm of Chartered Accountants. The Accounts and audit report and the Reports of the Trustees shall be published at least once a year.

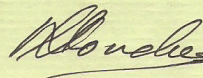
XVI. POWER TO SELL THE IMMOVABLE PROPERTY AND MANAGE:

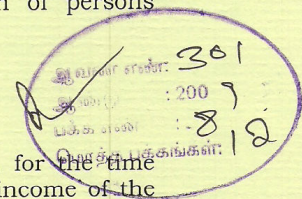
The Trustees shall sell, assign any moveable or immovable property or properties for the time being forming part of the Trust Fund, either together or in parcels and either by public auction or private contract, with or without any special or other stipulations as to title, evidence or commencement of title or otherwise and to buy in and rescind or vary any contract for the sale and resale without being made answerable for the loss occasioned thereby, and for the purpose aforesaid or any of them to execute and do all such assurances, act, deeds and things as they shall think fit, and by and out of the moneys which shall arise from any such sales or otherwise, in or about the execution of any of the Trust or powers of THESE PRESENTS and shall stand possessed of the residue of the said moneys and also of the rents and profits of the said premises or of the unsold part thereof for the time being upon such Trust and subject to such powers, provisions, agreements and declarations as are herein declared.

PROVIDED ALWAYS that the Trustees shall manage and immovable property or properties for the time being forming part of the Trust Fund in such manner as they shall think fit with full power to make improvements, repairs or alterations of any description and to make or incur any outlay for any such purpose or for the insurance or otherwise for the protection or benefits of the said premises and to grant to renew leases of any description and upon any terms of the said surrenders or leases and agreements either in contemplation of a renewed lease or tenancy or otherwise or to alter the terms and conditions of the tenancy or occupation under the same respectively and to make any allowances to or agreements with tenants, occupants or intending tenants or occupiers of the said premises and it shall be in the discretion of the Trustees either to prosecute or forbear or to compound or submit to arbitration or settle in any other person of persons whosoever in relation to the premises.

XVII. RECEIPTS OF TRUSTEES.

The Receipts in writing of any one of the Trustees, for the time being of THESE PRESENTS for any interest, dividend or income of the Trust Fund or for any deeds, papers, writing documents or other moneys and effects payable or deliverable to the Trustees shall be sufficient and effectual discharge for the same respectively as in such receipts or receipt shall be expressed or acknowledge to be or to have been received and the persons or person to whom or in whose favour the same shall be given his or her or their heirs, executors, or administrators shall not be afterwards in any way obliged or concerned to see to the application of the moneys, property and effect as therein mentioned and acknowledged to be received or be answerable or accountable for the loss, misapplication or non-application thereof. The Trustees by a resolution may also authorize any schedule bank or central provincial or district





cooperative banks in India to collect any interest, dividend or income of the Trust Fund on their behalf.

XVIII POWER TO AMEND THE RULES:

If in the opinion of the Trustees circumstances so require the Trustees may, unanimously make any amendment in the Rules they may consider necessary for the better management or administration of the Trust activities or for carrying out the objects of the Trust.

XIX. POWER TO MAKE RULES AND REGULATIONS:

In addition to the aforesaid rules, the Trustees shall from time to time be entitled to make rules and regulations for the administration and management of the Trust of THESE PRESENTS and all matters of incidental to or concerning the same PROVIDED such rules and regulations shall not be repugnant to offend against or be inconsistent with the provisions of the purposes of the Trust hereof.

XX. POWER TO AMALGAMATE OTHER TRUSTS ETC.,

The Trustees shall be at liberty to allow and permit any other Trust, institution or charity, in any local area or areas whose objects are the same or similar to those of THESE PRESENTS PROVIDEND that no conditions are accepted which involve a change in the name of the Trust or are inconsistent with or repugnant to the objects thereof.

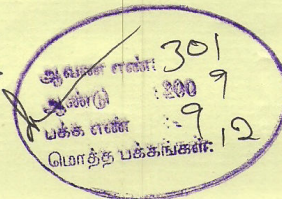
XXI. INDEMNITY TO THE TRUSTEES, ETC.,

The Trustees for the time being of THESE PRESENTS shall be chargeable only such moneys, stocks, funds, deposits and securities as they shall actually receive notwithstanding their signing of any receipt for the sake of conformity and shall be answerable or accountable only for their own acts, receipts, neglects, default and not for those of other of any banker, auctioneer or any other persons with whose or into whose hands and Trust moneys or securities may be deposited or come in accordance with THESE PRESENTS nor for the deterioration or loss of any stocks, funds, deposits of securities nor for any defects or insufficiency of title or for any other losses unless the same shall happen through their own.

XXII. POWER TO REIMBURSE.

The Trustees of THESE PRESENTS are entitled to be reimbursed and also to pay and discharge out of the trust fund, all expenses incurred by them or on their behalf in or about the execution of the Trusts and powers of THESE PRESENTS.

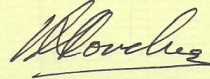
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XXIII. REMUNERATION OF TRUSTEES FOR PROFESSIONAL SERVICES.

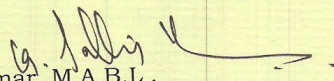
Nothing herein contained shall disentitle a Trustee to remuneration due to him by reason of his rendering professional services or for working full-time or part-time on any of the Projects of the Trust.

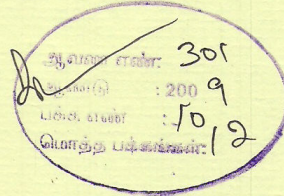
IN WITNESS WHEREOF, the Parties here to set their hands this the 11th day of September 2009 .



Witnesses:-

1. J. Ramachandran S/o. Janakaram, Melakani, Kodaikanal.
2. S. Anand, S/o K. Selvam, Srinivasapuram, Kodaikanal.

Drafted by: 
K. Senthil Kumar, M.A.B.L.,
Roll No-2351/2006,
Advocate
No. 1 Lake Bridge,
Kodaikanal. 624101.



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