

**DEED OF PUBLIC TRUST  
(FOR CHARITABLE OBJECTS)  
THE HTL FOUNDATION**

THIS DEED OF TRUST executed at Bangalore this 28<sup>th</sup> February 2020 between Ahamed Reyaz Farook aged about 62 years and residing at D-1001, Spectra Cypress, Thubarahalli, Varthur Main Road, Kundanahalli, Bangalore, Karnataka-560066 hereinafter referred to as Founder and Managing Trustee of the First Part and (1) Fatima Farina Reyaz Farook aged about 60 years and residing at D-1001, Spectra Cypress, Thubarahalli, Varthur Main Road, Kundanahalli, Bangalore, Karnataka-560066 (2) Syed Akmal Hassan Razvi aged about 52 years and residing 8/2 Maigandadeva Mudaliar Road, Pulakeshi Nagar, Bangalore North, Fraser Town, Bangalore North, Karnataka-560005, hereinafter referred to as The Trustees (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include themselves the trustees or trustee for the time being of this deed, the heirs, executors, or administrators of the last surviving trustee and their, his or her assigns) of the Other Part.

**WHEREAS –**

The Settlor with a view to advance some charitable objects in general and the objects as defined under the Companies Act 2013 classifiable as Corporate Social Responsibility of HTL Logistics India Private Limited in particular as are hereafter stated has set apart a sum of Rs. 5,000/- and is desirous to settle the said amount upon the uses and trusts hereinafter mentioned.

1. The Settlor proposes to act himself as one of the first trustee along with the other trustee who have also agreed to act as the trustee of these presents as is evidenced by their executing these presents:

NOW THIS DEED WITNESSETH that in consideration of the premises and to effectuate the said desire of the Settlor he the settler has delivered and handed over to himself and the said Two persons as trustees absolutely and forever and duly endorsed in their names and the trustees hereby declare that they have accepted and received the said sum of Rs. 5,000/- before the execution of these presents upon the trusts and with and subject to the power provisions, agreements and declarations hereinafter declared and contained of and concerning the same.

1. The trust hereby created shall be called and known as "**HTL FOUNDATION**"
2. That the office of the Trust shall be situated at Trifecta Adatto Building, 13th Floor, ITPL Main Road, Garudacharpalya, Mahadevapura Post, Bangalore – 560048

3. It is hereby agreed and declared that the trustees shall hold and stand possessed of the said amount of value Rs. 5,000/- hereinafter referred to as The Trust Property (which expression shall include and be deemed to include the cash amount which may be in the hands of the trustees and other moneys and properties acquired for or donated to this trust, by the Settlor or any other person whatsoever as under these presents provided upon the following uses and trust public charitable activities more fully described in clause 4 below.
4. That the objects for which the TRUST is created is:
  - (i) Eradicating hunger, poverty and malnutrition, `promoting health care including preventive health care and sanitation including contribution to the Swach Bharat Kosh set-up by the Central Government for the promotion of sanitation] and making available safe drinking water.
  - (ii) promoting education, including special education and employment enhancing vocation skills especially among children, women, elderly and the differently abled and livelihood enhancement projects.
  - (iii) promoting gender equality, empowering women, setting up homes and hostels for women and orphans; setting up old age homes, day care centres and such other facilities for senior citizens and measures for reducing inequalities faced by socially and economically backward groups.
  - (iv) ensuring environmental sustainability, ecological balance, protection of flora and fauna, animal welfare, agroforestry, conservation of natural resources and maintaining quality of soil, air and water [4](#)[including contribution to the Clean Ganga Fund set-up by the Central Government for rejuvenation of river Ganga].
  - (v) protection of national heritage, art and culture including restoration of buildings and sites of historical importance and works of art; setting up public libraries; promotion and development of traditional art and handicrafts;
  - (vi) measures for the benefit of armed forces veterans, war widows and their dependents;
  - (vii) training to promote rural sports, nationally recognised sports, paralympic sports and olympic sports
  - (viii) contribution to the prime minister's national relief fund or any other fund set up by the central govt. for socio economic development and relief and welfare of the schedule caste, tribes, other backward classes, minorities and women;
  - (ix) contributions or funds provided to technology incubators located within academic institutions which are approved by the central govt.
  - (x) rural development projects]
  - (xi) slum area development (the term `slum area' shall mean any area declared as such by the Central Government or any State Government or any other competent authority under any law for the time being in force)
  - (xii) Any other activity notified by Union Govt and included under Schedule VII of the companies Act 2013, from time to time.
  - (xiii) To be secular in nature, open voluntary membership irrespective of caste, creed, religion or sex.

- (xiv) To do all acts necessary and conducive to the achievement of the object or objects mentioned hereinabove.
- (xv) The activities of the trust shall be of purely charitable nature not motivated for profit.
- (xvi) Any amendment to the trust deed will be carried out only with the approval of the Director of Income Tax (Exemptions)
- (xvii) The funds of the trust would be invested as per the section 11(5) of Income Tax Act, 1961.
- (xviii) The activities of the trust would be confined to the territory of India.
- (xix) Any alienation of immovable property shall be done only with prior approval of the Directors of Income Tax (Exemptions)
- (xx) Not more than 5% of the Income of the trust would be applied for any religious purposes or given to religious institutions.
- (xxi) The funds of the institution would be utilized only towards the objects and no portion of it would be distributed in any manner to the trustees or persons defined in Section 13(1)(c) of the Income tax Act, 1961 excepting the expenses that Trustees may incur for the realization, management and protection of the Trust Property including all expenses incurred for or in exercise of powers of the trustees as provided in this deed of trust.
- (xxii) The trustees shall from time to time but within the limits prescribed by these presents, frame rules and /or regulations for the conduct and management of the Trust property and for the conduct of their business including the summoning of meetings, provision for payment of traveling allowance to the Trustees and also regarding the qualifications required to be possessed by a person who applies for help from this trust, the conditions, if any, on which the moneys may be paid and repaid and such other matters relating to this Trust as they may think necessary.

## **FUNDS**

- (xxiii) That the amount settled by the Settlor on Trust today amounting to Rs. 5000/- (Rupees five thousand only) will be the initial corpus of the Trust and the Trustees are hereby further empowered to collect donations from Government, public, private Undertakings and other persons in the manner they desire.
- (xxiv) That the corpus or funds of the Trust not immediately required are to be deposited in the Bank or to be invested in any Government Security to which the Trust is entitled.
- (xxv) That the Trustees are empowered to open bank account/s in the name of the Trust with any HDFC Bank Limited scheduled bank and to maintain the account or accounts and to authorize any one trustee to operate the same.
- (xxvi) That it is agreed and declared that no part of the Trust fund shall be utilized by the Settlor or Trustees for their own purpose nor they will be entitled to borrow the funds of the Trust at any rate.

## **TRUSTEES AND MANAGEMENT**

- (xxvii) That the Board of Trustees shall manage the Trust.
- (xxviii) That the Settlor of the Trust has agreed to act as Trustee and for testimony thereof has signed this Deed of Trust.
- (xxix) That the maximum number of Trustees shall be 10 and not less than two at any time.
  
- (xxx) The Composition of the trustees shall be as under
  - Managing Trustee
  - Joint Managing Trustee
  - Permanent Trustees – Maximum of three
  - Other Trustees - Maximum of five
  
- (xxxi) The other trustees shall hold office for a period of three years and are not eligible for reappointment.
- (xxxii) That the Trustees will hold their meetings at least four times in a year but not more than an interval of four months in each meeting.
- (xxxiii) That the presence of two trustees personally present, one of whom shall be the Managing Trustee, will be the quorum for the meeting.
- (xxxiv) That any Trustee may resign from the Trusteeship and the Trustees in the meeting are empowered to accept the same.
- (xxxv) That the Trustees are empowered to fill up the vacancy in the Board of Trustees as per the provisions of the deed detailed hereunder.
  
- (xxxvi) That a person of the age of 21 years or beyond having interest in the social activities can be taken as a Trustee by the remaining Trustees.
- (xxxvii) That the Trustees who are found to work derogatory to the interest of the Trust may be removed by 2/3 majority of the Trustees in their meeting but before that the Trustees are required to give notice to such Trustee for the lapses on his part.
- (xxxviii) That the Trustees are entitled to be reimbursed for the expenses incurred for the Trust and its activities.

## **ACCOUNTS**

- (xxxix) That the trustees shall maintain true and fair accounts of all receipts and payments of the Trust and accounts so maintained shall remain at the office of the Trust.

- (xl) That the accounting year of the Trust will be from April to March every year and the first accounts of the Trust shall close on 31<sup>st</sup> March ....
- (xli) Those Trustees are empowered to appoint a Chartered Accountant for audit of the accounts of the Trust yearly and to fix their remuneration of such auditors.
- (xlii) That the accounts so prepared and audited shall be placed before the Special Meeting of the Trustees within three months of the closure of the accounts along with report of the auditors.

### **Trust Meetings**

- (xlili) That the Trustees shall meet every quarter for the purpose of the Trust and taking decisions for the management of the Trust and its funds.
- (xliv) That the decisions are to be taken by majority.
- (xlv) That the presence of two trustees personally present, one of whom shall be the Managing Trustee, will be the quorum for the meeting.
- (xlvi) That such meeting is to be called by giving seven days' notice to the Trustees but a special meeting can be convened by a short notice of 12 hours.

### **SPECIAL MEETINGS**

- (xlvii) That the Trust will have in a year its special meetings before 30<sup>th</sup> September of every year in which the audited accounts of the Trust are to be placed before the Special Meeting of the Trustees for approval and adoption such accounts and the report.

### **INVESTMENTS**

- (xlviii) That the funds collected for the Trust shall be utilized for carrying out the objects of the Trust or acquiring the Capital assets or constructing the building or purchase of building, for the purpose of the Trust.
- (xlix) That in case any surplus remains with the Trust the same will be invested in the Government Securities permitted for the Trust or to remain in the Bank in F.D or Savings Bank Account/s.
  - (l) That no part of the funds shall be invested in shares or advance for loan to others excepting the loan scholarship granted by the Trustees while framing rules for the same. That the surplus funds will be invested in approved securities as per provisions of Section 11(5) of the Income tax 1961.

### **NATURE OF TRUST**

- (li) That the nature of the Trust is Public Charitable Trust and the benefit of the Trust shall be available to the beneficiaries without any distinction of caste, creed, religion or sex.

## **AMENDMENT IN TRUST DEED**

- (lii) That the Trust Deed can be amended by 2/3<sup>rd</sup> majority of Trustees in a meeting specially called for the purpose by giving 14 days notice and the resolution passed by such majority be approved with or without modification shall be final and binding for good for this Deed. The Director of Income Tax (Exemptions) shall also approve the amendments before they come into effect.

## **POWERS OF THE TRUSTEES**

That overall control of the Trust shall be in the Trustees who will exercise their powers and control through the Executive Committee of the Trustees appointed by them for the purpose of through the office bearers elected by themselves out of them.

That the Trustees will have the following powers in general:

- (a) To raise collect or arrange for the donations for the benefit of the Trust and to invest such funds from time to time.
- (b) To decide about the educational activities to be undertaken by the Trust.
- (c) To make rules for running of the Institutions or giving donations or appointment of the officers and teachers as well as for the meeting held by them.
- (d) The Trustees are empowered to appoint and terminate the employees of the Trust.
- (e) The Trustees are empowered to open bank account/s in the name of the Trust with HDFC Bank Limited scheduled bank and to maintain the account or accounts and to authorize the Managing Trustee and/ or any one trustee to operate the same.
- (f) To donate the funds of the Trust having similar objects.

## **MANAGING TRUSTEE AND JOINT MANAGING TRUSTEE**

- (i) That Ahamed Reyaz Farook Settlor shall act as Managing Trustee and shall be a permanent trustee and shall hold the office for life. He cannot be removed by the other trustees.
- (ii) That Fatima Farina Reyaz Farook and Syed Akmal Hassan Razvi Shall act as the Joint Managing Trustee and shall be a permanent trustee and shall hold the office for life. He/Her cannot be removed by the other trustees.
- (iii) The Managing Trustee shall have the powers to manage the affairs of the Trust and to look after its day-to-day business. All records of this Trust shall remain in the custody of the Managing Trustee. Managing Trustee is entitled to call for the meetings of the Trust.
- (iv) That the Managing Trustee shall be empowered to represent the Trust in all cases before any court or authorities or to authorize any other person in writing.
- (v) That the Managing Trustee shall prepare the Annual Report of the Trust and place the same before the Board of Trustees.

- (vi) The Managing Trustee during his lifetime shall name the successor on such terms and conditions as the Managing Trustee may deem fit. On his failure to do so, the new Managing Trustee shall be appointed by the Board of Trustees, on such terms and conditions as the Board of Trustees deem fit.
- (vii) The Managing Trustee shall have overall power of superintendence over the affairs of the Trust and shall have in particular, the power to operate the bank accounts, borrow monies for the trust and carry out the objects of the trust.
- (viii) The Managing Trustee alone shall have the power to appoint a Joint Managing Trustee.
- (ix) In the absence of the Managing Trustee, the Joint Managing Trustee shall have the powers to manage the affairs of the Trust and to look after its day-to-day business.

### **TREASURER**

That out of the Trustees, the Trustees are empowered to elect one Treasurer for holding the office for a period of two years. The Treasurer shall be responsible for keeping all records and maintain the accounts of all receipts and payments. He will be required to prepare the annual budget of the Trust and will place it before the special meeting of the Trust for the approval. The Treasurer will also be required to prepare the final accounts to get the same audited by the Board of Trustees and will place the same before the special meeting of the Trustees.

### **WINDING UP**

That the Trust can wound up its affairs if it finds it difficult to run the activities of the Trust any more but no part of the funds of the Trust and its properly shall revert back to the Trustees.

That in case the Trust decides to wind up its activities it may handover the corpus of the Trust its assets and Liabilities to another Trust having same or similar objects and as approved by the Director of Income tax (Exemption s).

That the Board of Trustees shall call an extra ordinary meeting of the Trustees for the purpose by giving 14 days notice to the Trustees and a resolution passed by 2/3 rid majority of the Trustees present shall be the requirement of the winding of the Trust.

In case of winding up/dissolution, the net funds would be transferred to another trusts/institutions having similar objectives and enjoying exemption u/s 11 and 80G of IT act, 1961

### **AUDIT & ACCOUNTS**

The accounts so maintained shall be closed every year on 31<sup>st</sup> March on which date an Income and Expenditure Account for the year and Balance Sheet as on the date of closing shall be prepared to be placed before the meeting of Trustees after getting the same audited.

The accounts of the Trust are to be audited by a Chartered Accountant appointed by the Trustees in their meeting. The auditor so appointed shall hold his office till the next auditor is appointed.

AND IT IS HEREBY AGREED AND DECLARED that the trusts hereby created shall be irrevocable.

IN WITNESS WHEREOF the said Ahamed Reyaz Farook as the Settler and the said Fatima Farina Reyaz Farook, Syed Akmal Hassan Razvi TRUST Trustees have hereunder set and subscribed their respective hands and seals the day and year first hereinabove written.

AHAMED REYAZ FAROOK  
SIGNED AND DELIVERED BY THE WITHINNAMED  
THE SETTLOR IN THE PRESENCE OF

FATHIMA FARINA REYAZ FAROOK  
SIGNED AND DELIVERED BY THE WITHINNAMED  
TRUSTEE IN THE PRESENCE OF

SYED AKMAL HASSAN RAZVI  
SIGNED AND DELIVERED BY THE WITHINNAMED  
TRUSTEE IN THE PRESENCE OF

WITNESS:

1.

2.

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