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BK IV 505
2014-15



TRUST DEED

This Deed of Trust is made on the 19th of December, 2014 ("**Execution Date**") by:

Mr. Senapathy Gopalakrishnan, ("**KG**") citizen of India, son of Parakuzhicadu Gopal Iyer Senapathy, holding passport No. Z2294581, holding PAN card bearing number ABDPG5014C, aged about 59 years, residing at No.855, 13th Main, III Block, 4th A Cross, Koramangala, Bangalore- 560 095.

Mrs. Sudha Gopalakrishnan, ("**SG**") citizen of India, wife of Mr. Senapathy Gopalakrishnan, holding passport No. Z2344568, holding PAN card bearing number ACHPG0900G, aged about 58 years, residing at No.855, 13th Main, III Block, 4th A Cross, Koramangala, Bangalore- 560 095.

KG and SG are individually referred to as the "**Author**" and collectively as the "**Authors**".

Recitals:

1. The Authors are desirous of settling a trust for the purposes of acquiring real estate and related assets and other assets as specified herein.

2. The Authors have set apart the Initial Settlement (*defined below*) for the purposes of Investments (defined below) by the Trust (*defined below*).

3. The Authors shall also be the Initial Trustees (*defined below*).

NOW THIS DEED OF TRUST WITNESSETH AS FOLLOWS:

1. DEFINITIONS. In this Trust Deed, unless the context otherwise requires, the following expressions shall have the following meanings attached to them:

1.1. **Beneficiaries** shall mean KG, SG and Meghana Gopalakrishnan and such other person(s) who may be made beneficiaries pursuant to the terms hereof.

1.2. **Board** shall mean the board of trustees of the Trustee, for the time being.

1.3. **Eligibility Criteria** shall mean: (a) competence to contract; (b) experience; (c) integrity; (d) impeccable reputation.

1.4. **Initial Settlement** shall mean INR 1,000 (Indian Rupees One Thousand only).

1.5. **Initial Trustees** shall mean KG and SG.

Gopal

Sudha Gopalakrishnan

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ಕರ್ನಾಟಕ ಸರ್ಕಾರ
ಸೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ Mr Senapathy Gopalakrishnan (KG) , ಇವರು 1000.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ನಗದು ರೂಪ	1000.00	Paid byCash
ಒಟ್ಟು :	1000.00	

ಸ್ಥಳ : ಬೊಮ್ಮನಹಳ್ಳಿ
ದಿನಾಂಕ : 19/12/2014

ಸಹಾಯಕ ಸೋಂದಣಿ ಅಧಿಕಾರಿ
ಬೊಮ್ಮನಹಳ್ಳಿ (ಬೊಮ್ಮನಹಳ್ಳಿ)ನ ಜಿಲ್ಲೆ.

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1.6. **Investments** shall mean (a) real estate assets; (b) movable property to be acquired for and in relation to real estate assets; (c) mutual funds; (d) investments in real estate investment trusts and business trusts; (e) investments in any other trust that will serve the same purposes as is provided for herein; mutual funds; (f) deposits with banks and financial institutions, (d) commercial paper, (g) public deposits; (h) debt and debt instruments; (i) shares and other securities of publicly traded entities; all whether located in India or outside.

1.7. **Records** shall mean all books and records relating to the Trust including without limitation documents of title, accounts, correspondence, minutes of meetings, returns, approvals, registrations etc.

1.8. **Termination Event(s)** shall have the meaning given in Clause 5.4.

1.9. **Trust** shall mean this trust established by the Authors.

1.10. **Trustees** shall mean trustees of the Trust for the time being.

1.11. **Trust Property** shall mean all cash, assets, investments and property owned the Trust including the Initial Settlement, accretions thereto and any other amounts contributed to the Trust by the Authors or any other person.

2. CONSTITUTION OF TRUST

2.1. The Authors hereby settle unto the Trustees and the Trustees hereby accept from the Authors, the Initial Settlement.

2.2. The name of the Trust shall be SGK Investment Trust. The Trust shall have its offices at No.855, 13th Main, III Block, 4th A Cross, Koramangala, Bangalore- 560 095 and such other locations as the Board may determine.

3. OBJECTIVES

3.1. The Trustees shall make Investments for the benefit of the Beneficiaries.

4. BENEFICIARIES

4.1. The Trust Property shall be held for the benefit of the Beneficiaries.

4.2. The Trustees may make distributions to the Beneficiaries at such time and in such manner as may be deemed appropriate.

4.3. Upon dissolution of the Trust, the Trust Property shall be distributed amongst the Beneficiaries in such proportion as the Trustees deem appropriate.

Gopal K Sudha Gopalakrishnan

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ಬೊಮ್ಮನಹಳ್ಳಿ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಜಯನಗರ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 19-12-2014 ರಂದು 02:37:22 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕವನ್ನು

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	500.00
2	ಸ್ಕ್ಯಾನಿಂಗ್ ಫೀ	385.00
3	ಥಂಬ್ ಪ್ರತಿ ಶುಲ್ಕ	100.00
	ಒಟ್ಟು :	985.00

ಶ್ರೀ Mr Senapathy Gopalakrishnan (KG) ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ Mr Senapathy Gopalakrishnan (KG)			

ಸಬ್ ರಿಜಿಸ್ಟ್ರಾರ
ಜಯನಗರ/ಬಂಟಿ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಬೊಮ್ಮನಹಳ್ಳಿ, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ.

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ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	Mr Senapathy Gopalakrishnan (KG) . (ಬರೆದುಕೊಡುವವರು)			
2	Mrs Sudha Gopalakrishnan (SG) . (ಬರೆದುಕೊಡುವವರು)			

ಸಬ್ ರಿಜಿಸ್ಟ್ರಾರ
ಜಯನಗರ/ಬಂಟಿ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಬೊಮ್ಮನಹಳ್ಳಿ, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ.

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ಉಪನೋಂದಣಾಧಿಕಾರಿ ಬೊಮ್ಮನಹಳ್ಳಿ (ಜಯನಗರ) ಇವರ ಕಚೇರಿ
Sub-Registrar of Bommanahalli (Jayanagar)

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4.4. The Trustees and Beneficiaries for the time being may by unanimous resolution resolve to include any other Person as a Beneficiary. Such resolution shall require the written confirmation of each of the Trustees and each of the Beneficiaries for the time being. Provided, no consent of a Beneficiary who is a minor shall be required.

4.5. The Trust Property shall not be applied for purposes other than as explicitly set forth in this Trust Deed. For avoidance of doubt, the Trust Property may be applied towards meeting legitimate expenses, obligations and liabilities of the Trust, for carrying out the objectives of the Trust and for the purposes of carrying out the functions identified in this Trust Deed.

5. TRUSTEES

5.1. The Board shall at all times have at least 2 (Two) Trustees and no more than 5 (Five) Trustees.

5.2. The Trustees may by resolution appoint any other Person who satisfies the Eligibility Criteria as a Trustee.

5.3. The Initial Trustees have agreed to be the Trustees of the Trust.

5.4. A Trustee shall cease to be the Trustee only upon (a) resignation by the Trustees; death of a Trustee; or (b) the Trustee ceasing to be competent to contract ("**Termination Events**").

5.5. Upon the occurrence of a Termination Event, the remaining Trustee(s) may appoint any other Person who satisfies the Eligibility Criteria as the Trustee. Thereupon, the Trustee shall be deemed to be the person so appointed.

6. CONTRIBUTIONS TO THE TRUST

6.1. The Trustees shall be bound to accept contributions to the Trust Property by the Authors and members of the immediate family of the Authors.

7. DUTIES AND OBLIGATIONS OF THE TRUSTEE

7.1. The Trustees shall have the sole power and responsibility to implement the provisions of this Trust Deed.

7.2. All actions of the Trust including (a) execution of contracts; (b) holding of investments; (c) initiation and defence of claims and litigation; and (d) approvals and registrations; shall be in the name of the Trustees.

7.3. The Trustees shall be the custodians of all Records.

7.4. The Trustees shall not apply any portion of the Trust Property towards the benefit of the Trustees or their family members. For avoidance of doubt (a) Trust Property may be applied for the

Gopalan Sudha Gopalakrishnan

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ಗುರುತಿಸುವವರು

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Pallavi Kanakagira No.148, 4thCross, Girinagar,Bangalore	
2	Sundar Nayak No.1092, Sobha Dalia , Bellandur, Bangalore	M. Sundar Nayak

ಸಬ್ ರಿಜಿಸ್ಟ್ರಾರ
ಹೆಚ್ಚುವರಿ/ಜಂಟಿ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಬೊಮ್ಮನಹಳ್ಳಿ, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ.
19 DEC 2014

There is no difference between original and duplicate. Document registered along with One duplicate copy.

Name of the Trust Shall be SGK Investment Trust

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ಬೊಮ್ಮನಹಳ್ಳಿ, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ
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4 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು
ನಂಬರ BMH-4-00505-2014-15 ಆಗಿ
ಸಿ.ಡಿ. ನಂಬರ BMHD693 ನೇ ದ್ದರಲ್ಲಿ
ದಿನಾಂಕ 19-12-2014 ರಂದು ಸೇರ್ಪಡಿಸಲಾಗಿದೆ

ಉಪನೋಂದಣಾಧಿಕಾರಿಯವರ (ಬೊಮ್ಮನಹಳ್ಳಿ)
ಹೆಚ್ಚುವರಿ/ಜಂಟಿ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಬೊಮ್ಮನಹಳ್ಳಿ, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ

The Seal of the Sub-Registrar of Bhommanahalli (Bangalore)

The Seal of the Sub-Registrar

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benefit of the Trustees who are also Beneficiaries and the family members of such Trustees; and (b) paying fees and meeting expenses of the Trustees as provided in this Trust Deed.

8. **POWERS OF THE TRUSTEE(S).** The Trust shall have the following power, authority and responsibility:

8.1. The Trustees shall be entitled to make Investments whether located India or outside. Investments outside India shall be subject to applicable exchange control regulations.

8.2. The Trustees may from time to time make and dispose off Investments in such manner and at such time as may be deemed appropriate.

8.3. The Trustees may compromise or compound all actions, suits and other proceedings and settle differences and disputes touching the Trust or the Trust Property and to refer any such differences or disputes to arbitration without being personally liable for any *bona fide* loss occasioned thereby.

8.4. The Trustees may open, manage and operate bank account(s) for the purposes of carrying out the Objectives of the Trust.

8.5. The Trustees may do all lawful acts, deeds, matters and things which may be necessary or proper for carrying out the Objectives of this Trust or its administration including the appointment of agents, bankers, lawyers, advisors, accountants etc. The Trustees may delegate all or any of the powers vested in them by these presents, to any other person/s for the purpose of conveniently managing and exercising such powers, provided that such delegation has been approved by KG and is not prohibited under applicable law.

8.6. The Trustee(s) shall maintain or cause to be maintained proper, correct and regular books of accounts, entering therein details of all 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 Trust.

8.7. The Trustees shall be at liberty to sell the Trust Property either by public auction or by private contract.

8.8. The Trustees may reimburse, pay and discharge out of the Trust Property all expenses incurred in or about the execution of the Trust or any of their duties including travelling expense.

8.9. The Trustees may let any portion of any Trust Property for rent/lease for such period and on such terms and conditions as the Board may determine.

8.10. The Trust may do all lawful acts, deeds, matters and things, which may be necessary or proper for carrying out the Objectives of this Trust or its administration.

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8.11. The Trustees may initiate and defend any actions/ claims/ litigations against third parties and regulatory authorities.

8.12. The Trustees may apply the Trust Property towards (a) fees for professional services rendered by the Trustees to the Trust; and (b) reimburse expenses incurred by the Trustees in discharge of their functions as Trustees.

The powers listed above are only indicative and not exhaustive. The Trust shall have the power to do all acts, deeds and things to meet its Objectives and take actions incidental to the above. For the purpose of clarity, decisions of the Trust shall be taken by the Trustees and shall be taken in the name of the Trustees. For avoidance of doubt the Trustees shall not be limited by Section 20 of the Indian Trusts Act, 1882.

9. DISTRIBUTIONS

9.1. Upon dissolution of the Trust, The Trustees shall make distributions amongst the Beneficiaries in such proportion as the Trustees deem appropriate.

10. MEETINGS OF THE TRUSTEES

10.1. The Trustees shall meet as and when necessary to transact business of the Trust, provided that, at least 2 (two) meetings shall be held in a financial year. All meetings of the Trustees shall be held at such places and at such time, as the Trustees shall decide from time to time.

10.2. The quorum for any meeting of the Trustees shall necessarily require the presence of KG, so long as KG is a Trustee.

10.3. The meetings of the Trustees may be held by video or teleconference or any other means where the Trustee(s) may participate and express their views. A minute book shall be maintained at the office by the Trustees. Any matter or business of a routine nature or formal or urgent nature may be decided by a circular to the effect.

10.4. A duly authorized person of the Trustees shall be entitled to attend all meetings of the Trust and shall act as the secretary for the meetings.

11. EXCULPATION AND INDEMNIFICATION

11.1. The Trust shall indemnify and hold harmless each of the Trustees from any and all actions, damages, claims and liabilities arising on account of (a) their position as Trustees; or (b) bona fide actions of the Trustees; (including claims from the Beneficiaries, third parties and regulatory authorities).

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11.2. The Trust shall not be entitled to and shall initiate any action or claim against the Trustees in relation to any *bona fide* actions of the Trustees. For avoidance of doubt, the Trust may make claims against the Trustees or any of them for any fraudulent actions of the Trustees.

12. TERM AND TERMINATION

12.1. The Trust may be revoked upon a unanimous resolution of the Authors who are surviving at such time. Upon such revocation the Trust Property shall be distributed amongst the Beneficiaries as provided for in Clause 9.

13. MISCELLANEOUS

13.1. Any amendments to this Trust Deed shall require the unanimous approval of the Trustees for the time being. Further, no amendment shall be carried out to this Trust Deed, which has the effect of rendering the benefit available to the Beneficiaries unavailable.

13.2. Disputes that in any manner relate to the operation and management of the Trust or interpretation of the terms hereof whether amongst the Trustees, the Beneficiaries or between the Trustees and the Beneficiaries shall be settled by reference to arbitration by a sole arbitrator appointed by the parties to the dispute. Arbitration shall be conducted in Bangalore in accordance with the Arbitration and Conciliation Act, 1996 of India, for the time being in force.

13.3. Subject to Clause 13.2 above, disputes relating to the Trust shall be subject to the exclusive jurisdiction of the courts in the Bangalore Urban District.

13.4. If any provision of this Trust Deed is or becomes invalid, illegal or unenforceable under the laws of any jurisdiction, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Trust Deed but without invalidating any of the remaining provisions of this Trust Deed. The Trustees shall then use all reasonable endeavours to replace the invalid or unenforceable provisions with a valid and enforceable and mutually satisfactory substitute provision, achieving as nearly as possible the intended commercial effect of the invalid, illegal or unenforceable provision.

13.5. Headings are for convenience only and shall not impact the interpretation of the terms of the Trust Deed.

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IN WITNESS whereof, the Authors hereinabove mentioned have set and subscribed their hands and seal on the day, month and the year first herein above written.

	Name	Signature
Author	Mr. Senapathy Gopalakrishnan	Gopal
Author	Mrs. Sudha Gopalakrishnan	Sudha Gopalakrishnan

Accepted and Confirmed

Gopal

Trustee

Sudha Gopalakrishnan

Trustee

Witness:

Name: Pallavi Kanabagiri
Address: #148, 4th Cross
Giri nagar, B'lore

Witness:

M. Sundar. Nayak

Name: M. SUNDAR NAYAK
Address: 1092, SOJHA DAHLIA
BELLANDUR POST
B'LORE - 103.

DRAFTED By:

For Indus Law
Vittal Mallya Road,
Bangalore