

TRUST DEED

This deed of Trust of Aquatic therapy of network in India (ATNI) is declared on this 09 day of November 2016, by Dr.C.G.Prashanth S/o Dr. C.Gopal Age 40 years, R/o ‘Bhuvi’ Plot no: 04, Vanshri Nagar, Navalur, Dharwad–580009, India, hereinafter called the ‘TRUSTEE’ of this above said Trust.

WHEREAS THE TRUSTEE is the absolute owner of a sum Rs. 5,000 (Rupees Five Thousand only) and he is desirous of settling of the said sum of rupees 5,000 (Rupees Five Thousand only) upon public and charitable Trust, subject to the provision hereby declared and concerning.

AND WHEREAS the TRUSTEES shall be

1. Dr.C.G.Prashanth S/o Dr. Gopal Age 40 years, R/o ‘Bhuvi’ Plot no: 04, Vanshri Nagar, Navalur. Dharwad – 580009, Karnataka,India.
2. Sri.Prabhugouda B. Sankangoudar S/o Bandhangouda D. Sankangoudar. Age 79 years, R/o ‘Murageshwar Nillya’ Plot no:CID17/A-1488/14327. 12th Cross, Nirmal Nagar, Dharwad – 580003, Karnataka, India.
3. Dr. Akkamahadevi P. Sankangoudar W/o P.B.Sankangoudar. Age 63 years, R/o ‘Murageshwar Nillya’ Plot no:CID17/A-1488/14327. 12th Cross, Nirmal Nagar, Dharwad – 580003, Karnataka, India.

All the above said parties will be collectively called the TRUSTEES which expression shall include them, the survivors of them and the executors and administrators of the last survivor or the Trustees for the time being of the Trust created hereby.

NOW THIS TRUST DEED WITNESES AS FOLLOWS:

01. The name of the Trust shall be *Aquatic Therapy Network of India (ATNI)* **TRUST**
02. That the registered office of the Trust shall be situated at of **Aquatic therapy of network in India (ATNI)** India, or at such other place or places as the Board of Trustees may decide from time to time. Branch / administrative offices can be opened in any part of the country & abroad for the smooth functioning of the Trust.
03. The Board of Trustees shall hold a sum of Rupees 1,000.00 (Rupees One Thousand Only), this day paid to them and all the money, funds, other movable or immovable properties and incomes thereof which may hereinafter be received by the Board of Trustees from time to time as Gifts, Donations, Grants, Subscriptions or otherwise for the purposes of the Trust and the Trust fund shall vest in the Trustees jointly.
04. That the objectives of the Trust shall be wholly for the public and charitable purposes and incomes shall be applied for the same and accumulated in India wholly for public & charitable purposes prejudice to generality of provisions aforesaid and the following shall be deemed to be the principal objectives of **TRUST**
 - a) To establish network of certified aquatic therapy professionals working with various aquatic therapy concepts.
 - b) Educate Health care professionals in Aquatic Therapy and establish clear boundaries on scope of practice as per their primary qualification.
 - c) To collaborate with various National and International associations of

Aquatic therapy to develop Interpersonal professional Interaction for improving the competency of professional skills.

- d) To share information amongst colleagues of aquatic therapy across the globe to help in improving mutual knowledge database.
- e) Integrate Practical sessions at undergraduate level to educate appropriately about the concept.
- f) To assist in establishing Therapeutic Pools with high standards of practice.
- g) To assist in establishing standards of practice, safety & hygiene at the aquatic therapy centers.
- h) Bring awareness about practical benefits in patient population and health care professional's using evidence based approach.
- i) To develop into a National & International Network and to assist in establishing aquatic therapy centers at feasible and viable places in terms of infrastructure and economy across India.
- j) To promote Aquatic therapy research and develop skilled resources of man power with a view to render service to the community and promote social contact amongst aquatic therapists & general public by:
 1. Organizing and administered appointing qualified professionals for the conferences, symposia, seminars, workshops, refresher courses etc for promotion and mutual exchange of knowledge.
 2. Instituting awards, orations, prizes, fellowships studentships and research grants
 3. Promoting teaching, training and continuing education in Aquatic therapy by establishing and maintaining reference library by publishing journals and proceedings of the ATNI and other such material.
 4. Promoting clinical, experimental, community and operational research in aquatic therapy.

5. Organizing exhibition of machinery, tools and appliances etc pertaining to aquatic therapy with a view to encourage and improve the manufacture of such instruments and appliances in India and also to promote advise quality control in the manufacture of aforesaid instruments and appliances.
6. Encouraging formation and affiliation of city/district in aquatic therapy.
- k) To establish association with other aquatic therapy service providers in India and co-operating with other medical association to encourage the growth of aquatic therapy.
- l) Promotion of social contact and creation of goodwill amongst the aquatic therapy professionals in India.
- m) Ensuring ethical practice and professional conduct of its members as laid down by the trust from time to time.
- n) Maintaining liaison with Central and State Government and various appropriate bodies regarding matters concerning teaching and practice of aquatic therapy, and rationalization therapist fitness and standards for various jobs.
- o) To affiliate with National and International Universities, Institutions, autonomous bodies, Government and other leading Educational Institutions.
- p) To publish books, magazines, literatures, research articles by utilizing the expertise available in house and from other resource persons.
- q) To create a Fund for the purpose of advancing finance to poor patients for aquatic therapy services and needy students for their aquatic education and to identify such students in order to give them this benefit.

- r) To do such other things/acts/activities, which are necessary, and which may be incidental or conducive to the attainment of any of the object of the Trust.
- s) To recognize rightly educated therapists as ATNI recognized practitioners as per educational qualifications according to their area of practice and educational background.
- t) To recognize centers offering aquatic therapy services as per the guidelines as ATNI recognized Aquatic Therapy Centers after they meet the basic requirements of running such facility.
- u) AND GENERALLY to take all actions for public, charitable purposes and for public benefit without any discrimination of Caste, Creed, Color, Gender, Religion, Faith, Race or any Nationality. In case any of the objects of the Trust are held to be non-charitable within the meaning of section 2 (15) of the Indian Trust Act, or any statutory modification(s) thereof, the Trustee(s) shall not carry out such objectives.
- v) All the incomes, earnings, movable / immovable properties of the trust shall be solely utilized and applied towards the promotion of its aims and object only as set forth in the Memorandum of the trust and no profit, thereof shall be paid or transferred directly or indirectly by way of dividends, bonus, profits or in any other manner whatsoever to the present or past members of the trust or to any person claiming through any one or more of the present or the past members.

05. The trustees are qualified professionals to establish and run this institution.

06. The Board of Trustees shall have the following powers:

- 6.1 To manage the properties, assets and funds of the Trust, from time to time pursuant to such regulations (not being inconsistent with this Deed) as they may think fit for and necessary for the purposes of such management and control or in connection with the execution of any of the subject herein contained or powers hereby vested in them and may rescind or alter any such regulation.
- 6.2 To accept donations, aid, contributions, corpus, fees, grants, subscription in cash or in kind from any person, company, firm, association, organizations, government, non-government or semi-government agencies, national or foreign funding agencies, family trust, or corporate bodies for furtherance and achievement of the objectives of the Trust and issue receipts in respect thereof.
- 6.3 To appoint, re-appoint and/or remove officers and members of staff for the Trust and to prescribe their conditions of service.
- 6.4 To raise loans with or without security or to invite donation and financial help and to meet all necessary expenses incurred or to be incurred in connection with the creation and execution of the Trust and the management of the Trust including for payment of salaries, wages, rent, building maintenance, repairs, travel and other expenses relating to the Trust, its activities and affairs.
- 6.5 To receive the honorarium or salary against the Trustees' services (including expenses incurred) or involvement in any of the project or program run by the Trust, as determined by the Board of Trustees,

provided that the Founding Trustee shall not receive any salary, expense or any other form of reimbursement, or any other form of compensation from the Trust.

6.6 To take all such actions to meet the objectives of the Trust, to apply and use the Trust Funds for all or any of the objects of the Trust or for promoting, furthering or achieving the objects of the Trust, to invest the surplus funds in the Trust Fund in such manner as the Board of Trustees may deem fit and vary the investment at their discretion, to receive, collect or cause collection or realization of all income that accrues or becomes due on any investments of the Trust.

6.7 To sign or execute documents on behalf of the Trust as may be decided by the Board of Trustees including to sign and verify all pleadings, memoranda of appeal, petitions and applications of all kinds, to compromise, abandon or refer to arbitration the whole or any part of a claim by or against the Trust, to engage lawyers and take all necessary steps as may be required.

6.8 To execute and negotiate instruments, contracts, agreements, documents or other papers, grant Special Power of Attorney to one of the Trustees to represent the Trust in connection with any legal or other proceedings, to represent the Trust in all courts or before any authorities, departments of Government and local authorities, judicial and quasi-judicial authorities.

6.9 To acquire land or building on lease or by way of purchase or otherwise, to sell, mortgage, lease or transfer or in any other manner whatsoever, properties, moveable or immovable and to deal with properties and all other assets of the Trust on such terms as the Trustees may think fit and proper generally for the purpose of the Trust.

6.10 To invest the funds of the Trust in different modes and to alter or vary the investments or sell the investments subject to compliance with the Income Tax Act, 1961.

6.11 To open and maintain any type of bank account (s) whether saving account, current account, fixed or otherwise, in the name of the Trust or institution(s) or program(s) run by the Trust with any scheduled bank(s) or post office(s) and to grant authorization to any of the Trustees or any other person to operate the account as Board of Trustees shall think fit and proper to authorize and unless and until determined otherwise, the bank account(s) shall be opened and operated jointly with signatures of any two members of Board of Trustees.

07. To govern the trust, managing trustee has power to appoint a governing body to manage the trust. Governing body may consist of minimum 7 member. They body may be changed periodically.

08. To appoint committees, sub-committees from amongst the Trustees or others and assign duties and seek advice on the operation of the Trust, to delegate all or any of

the powers vested in them to any other person for the purpose of managing and exercising such powers subject to such rules and regulations as the Trustees may prescribe.

09. To appoint lawyers, pleaders and/or advocates to file and defend suit or suits filed for and/or against the Trust including suits for financial and other disputes and sign, execute such application, petition and/or documents for such proceedings as may be required and delegate powers to the officer(s), employee(s), staff and Trustee(s) for such proceeding(s) as required from time to time.
10. To appoint a new member or members of Board of Trustees by a resolution (including the Managing Trustee) and to discharge any of the Trustees, who become bankrupt or acts in any manner prejudicial to the interest or objects of the Trust or is convicted of an offence involving moral turpitude or becomes of unsound mind or is otherwise unfit to continue as Trustee, by resolution passed by simple majority of the Trustees. Any Trustee, other than the Founding Trustee, may be removed by unanimous decision of the other members of the Board of Trustees. The Founding Trustee shall not participate in the appointment or removal of other members of the Board of Trustees.
11. To do all other acts, deeds, matters and things which may be deemed necessary for carrying out the objects of the Trust or its administration subject at all times to compliance with the Income Tax Act, 1961 as amended from time to time so that the income of the Trust will be exempt from the income tax for each assessment year.

12. The financial year of the Trust shall be from 1st April to 31st March and the accounts of the Trust shall be audited yearly by the auditors or chartered accountant or a firm of chartered accountants to be appointed by the Board of Trustees and the fee for the auditor(s), if any, shall be a part of outgoing amounts from the Trust Fund.
13. The Trust shall not be revocable at the instance of the Settlor. The Trust may be extinguished at any time if the Board of Trustees decides by unanimous resolution, to do so or if all the persons holding the office vacate the office as members of the Board of Trustees for any reason and no other person is appointed. Upon the dissolution of the Trust, all the funds of the Trust shall be realized and at the first instance, be used for payment of liabilities of the Trust and for meeting expenses. The balance, if any, shall be transferred to another recognized Public Charitable Trust having similar objectives, as may be decided by a majority of the Trustees.
14. All questions relating to the management of the Trust or the exercise of the powers vested in the Trust shall be decided at a meeting or, if necessary and expedient, by circulation. Unless stated otherwise in this Deed, every such question shall be decided by a majority of the Trustees present and voting in any meeting of Board of Trustees or by the circulation, as the case may be and any action or decision of such majority shall be as valid as if it was done or made by all the Trustees. Any matters requiring unanimous consent shall be passed by taking the consent or vote of all the Board of Trustees, whether present or not. The Founding Trustee shall be the Chairman of the meetings of the Board of Trustees and shall have a casting vote. The total strength of

the Board of Trustees shall not be less than 3 (three) and not more than 11 (eleven). 2/3 members must be present to pass the resolution of the trust.

15. In case of occurrence of any vacancy amongst the Trustees because of death, resignation, removal or incapacity of any Trustee or any other cause, a new Trustee may be appointed to fill the vacancy, as per the consultation of the Trustees, provided that the Founding Trustee shall not participate in such appointment process. In case the Founding Trustee has not appointed a successor by will or otherwise as provided for in Clause 04, then the board may appoint another trustee who shall be a regular trustee provided that there shall be a minimum of three trustees at any given point of time.
16. Any member of the Board of Trustees may convene a meeting of the Board of Trustees by serving prior notice of 3 (three) working days by way of electronic mail, in accordance with Clause 16 below. The member will set out the agenda, time, date and place of meeting. The quorum for the meeting shall be at least a simple majority of Trustees. The proceedings of the meetings shall be recorded in a book and shall be signed by the Managing Trustee. A meeting of the Board of Trustees shall be held at least once a year to consider and adopt the accounts of the Trust, duly audited.
17. The Managing Trustee/Board of Trustees shall have the following powers and responsibilities:
 - (a) to manage the general affairs of the Trust;
 - (b) to hire, appoint, remove and define the role, responsibilities and terms of service of the employees and staff of the trust;
 - (c) cause true and correct accounts to be kept of the sums of

money received and expended on behalf of the Trust; and

(d) to ensure compliance with the legal obligations of the Trust.

18. The Board of Trustees shall have the right, by unanimous resolution, to add or abrogate any of the provisions of this Deed provided that it does not affect the public charitable nature of the Trust.
19. The members of the Board of Trustees shall be indemnified by the Trust against any losses incurred or suffered in respect of the administration of the Trust. A member of the Board of Trustees may be responsible only for such moneys or securities as he/she has actually received and shall be answerable and accountable for his/her own acts, receipts, neglect or default and not for those of others nor for any banker, broker, auctioneer or other person with whom or into whose hands any Trust Funds may be deposited, provided that the member has acted in good faith and exercised due care in rendering his/her duties.
20. All matters not provided for in this Deed but necessary for the administration of the Trust or for giving effect to the objectives of the Trust may be made by resolution(s) carried by a simple majority of the total number of the Trustees.
21. All notices and consents given under this Deed shall be in writing and may be served personally, by registered post acknowledgment due or courier, by facsimile transmission or by email. Any correspondence, notices and consents will be sent to the contact details notified to the Trust in accordance with this Clause 16 and available with the Trust and each of the parties

hereto shall ensure that the contact details are updated on a regular basis. A notice shall be deemed to have been served:

- (i) if it was served in person, at the time of service;
- (ii) if it was served by registered post or courier, upon receipt, as reflected by the confirmation of delivery receipt provided by the delivery receipt provider;
- (iii) if it was served by facsimile transmission, on receipt of confirmation of successful transmission; and
- (iv) if sent by email, twenty (24) hours after the email is sent by either party to the other party at their respective addresses or when the sender receives the acknowledgement receipt from the recipient of the email, whichever is earlier.

The contact details of the Trust are as follows:

Address: “Bhuvi’ Plot no: 04, Amareshwara colony
Vansirinagar,Navalur,
Dharwad–580009

IN WITNESS WHEREOF the Settlor of the Trust herein has hereto set and subscribed his hand and Trustees hereto have signed this TRUST DEED of ‘Aquatic therapy of network in India (ATNI)/ this 09th day of November 2016 in the presence of following witnesses:

SETTLOR

Dr.C.G.Prashanth

TRUSTEES:

1. Dr.C.G.Prashanth
2. Sri.Prabhugouda B. Sankangoudar
3. Dr. Akkamahadevi P. Sankangoudar