

DEED OF TRUST
(incorporating the Constitution)

OF

RAMAKRISHNA VEDANTA SOCIETY

RAMAKRISHNA VEDANTA SOCIETY ©



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PREAMBLE

- A. **The Ramakrishna Vedanta Society** (“Society”) has been operating in accordance with the terms of an original constitution, duly adopted in or around 1965.
- B. Over the years, despite various amendments to the original constitution, it has become evident to the Members of the Society that the current constitution does not support or assist in its endeavor to operate effectively, efficiently nor take advantage of tax and other benefits available under the current constitutional dispensation.
- C. To this end a committee was nominated, to review the options available, and consider them so as to benefit the Society with its current and potential future needs. The committee finalized this Deed of Trust, duly vetted by Members and officials and made available for public comment and discussion at a public meeting properly constituted, and held at the Ramakrishna Hall on the 15 November 2014. The committee was mandated to finalize and register the Deed of Trust.
- D. This DEED OF TRUST, once registered shall replace and take preference to any other previous Constitution applicable to **RAMAKRISHNA VEDANTA SOCIETY**, which will be coordinated and controlled by the GENERAL COUNCIL, whose function, responsibility and purpose is to manage, look after and host functions, and celebrations at the RKVS COMPLEX for and on behalf of the BENEFICIARIES, and the general community, in order to serve the spiritual and cultural needs of the community at large, in meeting the aims and objectives set out.

1. **NAME**

1.1 The name of the TRUST shall be **RAMAKRISHNA VEDANTA SOCIETY TRUST**.

1.2 As such, the TRUST, after registration, shall exist as distinct from its MEMBERS and BENEFICIARIES, through its TRUSTEES.

2. **DEFINITIONS**

In this Deed, unless the contrary appears from the context, the following expressions shall have the following meanings:

2.1 Words importing the singular shall include the plural and vice versa;

2.2 Reference to any gender shall refer to the other;

2.3 Headings used in this Deed are used merely for the sake of convenience and shall be disregarded for interpretation of this DEED OF TRUST;

2.4 "**ASSETS**", the "**TRUST ASSETS**", "**the TRUST CAPITAL**" shall be interchangeable and shall mean and include:

2.4.1 the immovable property where **RAMAKRISHNA VEDANTA SOCIETY TRUST** is established at 44-46 Kingfisher Street (between Kingfisher & Crane Streets), Lenasia Extension 1, together with any other immovable property purchased, deeded, bequeathed and/or donated to the TRUST and/or for the benefit of the TRUST;

2.4.2 the Priest's residence;

2.4.3 any other movable property set out in the asset register, or the like maintained by the TRUST from time to time.

- 2.5 **“BENEFICIARY”** and **“BENEFICIARIES”** shall be the Members as set out in clause 4 read together with and including those members of the community as set out in clause 5.
- 2.6 **“DEED”** shall mean this DEED OF TRUST, and all annexures thereto that may be added from time to time, including all resolutions of the TRUSTEES as taken or adopted, from time to time..
- 2.7 **“GENERAL COUNCIL”** shall mean and include the EXCO of the TRUST and the TRUSTEES of the TRUST from time to time, and together with such other MEMBERS of the community as may be co-opted and/or assumed by the GENERAL COUNCIL, to manage the affairs of the TRUST in meeting the Aims and Objectives set out hereunder.
- 2.8 **“MANDIR”** shall mean the temple: SHREE LAKSHMI NARAYAN TEMPLE situated at 44-46 Kingfisher Street (between Kingfisher & Crane Streets), Lenasia, Extension 1.
- 2.9 **“MEMBER”** shall mean any natural person who subscribes to and acquires membership of the RAMAKRISHNA VEDANTA SOCIETY, in terms of clause 5 of this DEED OF TRUST and agrees to and in fact continues to abide with the conditions applicable to said clause 5.
- 2.10 **“MEMBER”** shall mean a natural person of good standing, who professes to embrace the Hindu way of life residing in the province of Gauteng and who meets and complies with the precepts set out in clause 5 hereunder.
- 2.11 **“RESIDENT PRIEST”** shall mean the Priest/s employed by the TRUST to maintain and manage the religious affairs and activities of the TRUST from time to time and in terms of his employment contract with the TRUST or such activities as may be allocated to him by the TRUST.
- 2.12 **“RESIDENTIAL PROPERTY”** shall mean the property situated at 44-46 Kingfisher Street (between Kingfisher & Crane Streets), Lenasia, Extension 1;

- 2.13 “**RKVS COMPLEX**” shall mean the Mandir and the adjoining Hall, situated at 44-46 Kingfisher Street (between Kingfisher & Crane Streets), Lenasia, Extension 1;
- 2.14 “**TEMPLE**” shall mean the place of worship for Hindus, dedicated to Lord Lakshmi Narayan, housed within the RKVS COMPLEX.
- 2.15 “**TRUST**” is **RAMAKRISHNA VEDANTA SOCIETY TRUST**;
- 2.16 “**TRUSTEE**” shall mean the TRUSTEES for the time being, duly appointed in terms of clause 7;

3. **AIMS AND OBJECTIVES**

3.1 **Preamble:**

3.1.1 The ancient Vedanta scriptures declare that the ultimate purpose of human life is to realise the Self, Absolute or God. Throughout the history of Hinduism the saints and sages have re-affirmed this ultimate purpose of human life. In Self-Realisation or God-Realisation, all that we seek in life is attained in its infinite fullness.

3.1.2 The Vedanta system is the means by which this Self-Realisation or God-Realisation is achieved.

3.2 The objective of the TRUST is to support and facilitate propagation and access to this Vedanta (System of Knowledge) to the community it serves.

3.3 Means to achieve this:

The TRUST is to achieve this objective and to preserve, sustain and promote the Vedic system of knowledge, its culture and the Hindu way of life through the use of the RKVS COMPLEX by including, but not limited to the following:

3.3.1 to encourage, impart and promote the study of Vedic knowledge, its culture and the Hindu way of life through the following:-

- a. hosting Hindu festivals, celebrations and occasions;
- b. presenting regular lectures, discussions, sermons, talks and similar functions for the community;
- c. dissemination of audio and/or visual and/or electronic material and literature;
- d. hosting and promoting children's and adult groups;
- e. promoting Sanskrit, and other Indian vernacular languages, as is appropriate to the community the RKVS serves, and
- f. preserve the nature and identity of LAKSHMINARAYAN MANDIR; dedicated exclusively to Lord Lakshmi Narayan's installed (consecrated) Murti.

in a manner that celebrates the Vedic System of Knowledge, its culture and the Hindu way of life.

3.3.2 to encourage academics, scholars, researchers, swamis and priests in all branches of Vedic System of Knowledge, its culture and the Hindu way of life and to support them to continue their educational, cultural and religious work for the benefit of the public at large.

3.3.3 to establish and maintain a library to house and promote Vedic System of Knowledge, its culture and the Hindu way of life.

3.3.4 to maximize the use of the RKVS COMPLEX, in addition to promoting Vedic System of Knowledge, its culture and the Hindu way of life, and through it to also promote socio-economic welfare and activities designed to enhance and support the community, at the discretion of the TRUSTEES.

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- 3.3.5 to build, maintain and manage its ASSETS, Temples and Community Centres.
- 3.3.6 to conduct fund raising ventures and receive grants, legacies, bequests and donations;
- 3.3.7 to do all things that are incidental and/or conducive to the attainment of these Objectives or of any one or more of them;
- 3.3.8 to expand upon and/or add to the stated Aims and Objectives;
- 3.3.9 the TRUST shall not participate, promote and/or support any political organisation;
- 3.3.10 to purchase, lease or hire, acquire any real or personal rights to any property, movable or immovable, with any rights or privileges which the Society may deem necessary or convenient for the promotion of its objects. Similarly, the Society may construct, maintain, alter, pull down, rebuild any building or erection, sell, exchange, let, mortgage, hire, charge, dispose of, manage or otherwise deal with or turn to account all or any of the properties or assets of the Society as is deemed expedient;
- 3.3.11 the TRUST shall not carry on any business or conduct any trading or speculative operations in the commercial sense or in any corporate activities on a systematic or regular basis, without limiting the generality of the foregoing, the TRUST shall be entitled to take such steps as may be approved by the TRUSTEES, in order to raise funds, to meet its objectives.

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4. BENEFICIARIES

4.1 The BENEFICIARIES of the TRUST shall comprise of:

4.1.1 each of the members;

4.1.2 those individuals and organisations who through their deeds, conduct and attitude, promote and foster the welfare of the TRUST and subscribe to the aims and objectives of the TRUST as enunciated in this DEED OF TRUST;

4.1.3 the wider Hindu community and other organisations, affiliates, and/or any other persons who support the study, dissemination, and propagation of the Vedanta philosophy.

5. MEMBERSHIP

5.1 Membership shall be open to all Hindus over the age of eighteen years residing within the province of Gauteng who:-

5.1.1 completed a membership form and paid the initial membership fee of R100.00; and/or

5.1.2 are accepted and/or approved as members by the GENERAL COUNCIL; and/or

5.1.3 are persons of good standing;

resulting in their name/s being recorded on the official membership database of the organisation;

- 5.2 A person of good standing reference to in clause 5.1.3 above is:-
- 5.2.1 a person who has not been previously disqualified from holding a position of trust , anywhere, on account of any misconduct; and
- 5.2.3 any person who has at any time been previously accused and/or convicted, whether in the Republic of South Africa or elsewhere, of fraud, theft, forgery, murder, rape or any sexual offence, or any offence involving dishonesty or has been convicted of any offence resulting in a penalty of a fine and/or imprisonment.
- 5.3 The TRUSTEES reserve the right to refuse membership and no reason/s need be given for such a refusal.
- 5.4 A member's association with the TRUST shall cease by resignation, death, suspension or expulsion.
- 5.5 Renewal of membership and re-acceptance will be made at the discretion of the TRUSTEES.
- 5.6 Application for membership shall be in writing and on the prescribed application form.

6. THE GENERAL COUNCIL

- 6.1 The GENERAL COUNCIL comprising of not less than 30 members but not exceeding 40 members, will be elected at a duly constituted Annual General Meeting ("AGM") from amongst all MEMBERS. All eligible members, must satisfy the qualifying criteria set out in clause 6.2, must be subject to an election after being nominated, every 6 years.

6.2 In order to be elected and nominated for a position in the GENERAL COUNCIL, a MEMBER must:-

6.2.1 have actively participated in the activities of the organisation, at the final discretion of the members of the GENERAL COUNCIL for at least one year; and

6.2.2 accept a nomination, in person or in writing to be elected onto the GENERAL COUNCIL, at an AGM;

6.3 At the first meeting of the GENERAL COUNCIL, the members of the GENERAL COUNCIL shall nominate and appoint, from its ranks, only:

6.3.1 A BOARD OF TRUSTEES, comprising of not less than 5 TRUSTEES and not more than 7 TRUSTEES, whose term of office shall be a maximum of 6 years at a time (at the discretion of the GENERAL COUNCIL), each of whom shall be entitled to serve no more than 2 terms in office subject to 3 of the previous TRUSTEES be reinstated for the sake of continuity, even where this results in them having to serve 3 terms in office;

6.3.2 An EXCO comprising of 12 members of the GENERAL COUNCIL whose term of office shall be a maximum of 2 years, at a time ("THE EXCO" or "EXCO") and shall be eligible to re-election, subject to 4 of the previous EXCO be retained in each new EXCO, for the sake of continuity.

6.3.3 All subsequent meetings of the GENERAL COUNCIL shall be called, presided and conducted by the Chairman, and failing him/her the Vice-Chairman or the Secretary or the Treasurer of the EXCO, in compliance with the provisions set out in this DEED OF TRUST.

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6.4 **Elections:**

6.4.1 After publicly calling for nominations to fill any vacancy on the GENERAL COUNCIL however arising, or when elections for GENERAL COUNCIL fall due, the election officer, shall give at least one (1) calendar months' notice before holding the AGM. The Election Officer shall receive and duly submit a list of nominees at the AGM, after the nominees are duly proposed, seconded and each having consented to, in writing or per electronic media, to be the nominees for election as members of the GENERAL COUNCIL at the AGM.

6.4.1.1 The Election Officer shall be appointed by the BOARD OF TRUSTEES. He/she shall be any non-partisan independent MEMBER or an independent person nominated and shall be appointed to act as the election officer ("the Election Officer"), timeously, at least one (1) calendar month prior to the start of the AGM.

6.4.1.2 The Election Officer may appoint one or more vetting officer/s from the ranks of the GENERAL COUNCIL to assist him in the election process as fully referred to herein, all of whom are ineligible for election.

6.4.2 Only MEMBER present in person at the AGM, shall be eligible to one vote, for each of the GENERAL COUNCIL members to be elected.

6.4.3 Voting shall be by a show of hands or secret ballot, at the sole and absolute discretion of the election officer. In the case of a tie, the majority of TRUSTEES present at the AGM together with election officer, shall have a casting vote.

- 6.5 No remuneration whatsoever, other than necessary and exceptional, out of pocket expenses shall be payable to the GENERAL COUNCIL for their services in terms hereof, which services shall be regarded as charitable service on the part of the GENERAL COUNCIL.
- 6.6 In the event of the death or resignation of any member of the GENERAL COUNCIL, the remaining members of the GENERAL COUNCIL shall be responsible for the nomination of a suitable replacement of a member of the GENERAL COUNCIL, for the remaining term of office.
- 6.7 The GENERAL COUNCIL, shall at its discretion, and always subject to the provisions of this TRUST DEED, be entitled to dismiss any member of the GENERAL COUNCIL, for such reason as it may deem valid, or under circumstances which the GENERAL COUNCIL believes that a member or members are no longer able to represent and/or honourably serve the TRUST.
- 6.7.1 All such decisions shall be by way of secret ballot of minimum of 66% of the total members of the GENERAL COUNCIL present at the meeting, subject to at least 50% of all GENERAL COUNCIL members being present in order to effect the decision.
- 6.7.2 The members of the GENERAL COUNCIL who are under consideration for dismissal, for whatsoever reason, shall not be entitled to vote at such meeting of the GENERAL COUNCIL.
- 6.7.3 No appeal shall lie from the decision of the GENERAL COUNCIL, which shall be considered to be final.
- 6.8 The GENERAL COUNCIL shall be entitled, at any time, to assume and co-opt any member that they deem expedient or necessary in order for them to fulfil the aims and objectives of this TRUST, always subject to the condition that all assumed and co-opted members of the GENERAL COUNCIL shall have no voting powers for one year of full and proper participation, and that they shall be entitled to serve for no more than six (6) years or the next election of the members of the GENERAL COUNCIL, held in a normal course of events.

7. POWERS OF THE TRUSTEES

The BOARD OF TRUSTEES shall have absolute control of the TRUST ASSETS and shall, through the EXCO, or any other body or committee, so established, pursue the fulfilment of the objectives of the TRUST. Accordingly, the TRUSTEES shall have all such powers as may be necessary to enable them to administer the TRUST and without limiting their general powers in any way, in order for them to achieve the objectives set out herein, they shall also have the following specific powers:

- 7.1 To invest the CAPITAL amount and also such income of the TRUST which is not immediately required for the purposes of managing the TRUST ASSETS, in any such manner as they may deem fit and to realise, vary and transpose any securities, ASSETS, investments and property from time to time and at such times as they in their sole discretion shall determine or consider to be in the best interests of the TRUST;
- 7.2 Purchase, sell, donate, exchange, take on lease, hire or otherwise acquire or dispose of movable and immovable property or any right therein and improve and develop any ASSET of the TRUST in such manner as they think fit, in consultation with the EXCO;
- 7.3 The TRUSTEES shall have the right to appoint and employ such professionals as they may require to support them, including but not limited to any professional (e.g. attorneys, accountants or the like), and pay to them their usual and proper charges for professional services rendered.
- 7.4 To take such action in any court of law for, the recovery of any amounts due to the TRUST or to compel the fulfilment of obligations in its favour and to defend any proceedings that may be instituted against the TRUST and/or which threaten any TRUST ASSETS or the objectives of the TRUST and to institute proceedings to protect any of the TRUST ASSETS and any of its objectives;

- 7.5 To accept any donations and/or bequest from any person in favour of the TRUST and to administer the same, subject to the terms hereof and also subject to such conditions as may be imposed by the donor, provided that such conditions are not inconsistent with the terms of the TRUST, which terms shall prevail;
- 7.6 To purchase or otherwise acquire any asset that may be necessary for the promotion of the objects of the TRUST in consultation with the EXCO;
- 7.7 To open and control any bank or financial institutional accounts and to draw, accept or give promissory notes, bills of exchange and other negotiable instruments;
- 7.8 To exercise or cause to be exercised such further powers, including the right to take out insurance as they in their sole discretion may consider necessary to meet the objects of this TRUST;
- 7.9 To contribute towards any other charitable, educational or religious institutions or to any fund having charitable, educational or religious projects in consultation with the EXCO;
- 7.10 To grant financial or other assistance for the relief of the poor and meet urgent cases of distress which may from time to time arise in consultation with the EXCO;
- 7.11 To generally do all such other things as may be expedient to further the interests of the TRUST, or which are incidental or conducive to the attainment of the above objects;
- 7.12 To determine whether any sums received or disbursed are on account of CAPITAL or income or partly on account of one or the other, and in what proportions, and the decision of the TRUSTEES, whether made in writing or implied from their acts shall be conclusive and binding upon all the BENEFICIARIES;

- 7.13 To settle all questions and matters of doubt which may arise in the course of their management, administration, realisation, liquidation, partition or winding up of the TRUST ASSETS and the activities of TRUST which may be referred to the Board of Trustees from time to time by the EXCO;
- 7.14 To invest the TRUST FUND or any portion thereof in the Republic of South Africa, in whatever manner they may deem fit and shall have the power in their absolute discretion, at any time and from time to time, to alter, change or vary any such investment or investments;
- 7.15 Maintain overall supervision and authority over the management and administration of all the affairs of TRUST, the EXCO and any other body constituted;
- 7.16 To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property, movable or immovable, any rights or privileges which the Society may think necessary or convenient for the promotion of its objects and construct, maintain, alter, pull down, rebuild any building or erection, sell, exchange, let, mortgage, hire, charge, dispose of, manage or otherwise deal with or turn to account all or any of the properties or assets of the Society as though expedient. The TRUST may not carry on any business or any trading operations in the commercial sense, speculative transactions, and dividend stripping activities or letting of property on a systematic or regular basis, except in the hiring of the premises for raising funds or receiving donations on behalf of the TRUST
- 7.17 To veto, review, cancel, vary, rescind or amend any act, decision or resolution of the EXCO or any official thereof or of any person delegated with the performance of any act or function of such EXCO or any other body working in the interests of the TRUST.

7.18 They shall require a sitting of 75% of GENERAL COUNCIL's support with regard to:

7.18.1 The acquisition or alienation of any immovable property;

7.18.2 Passing of any resolution which will result in any immovable property belonging to the TRUST being given as security to raise any funds for whatsoever reason;

7.18.3 The relinquishing, foregoing, or giving up any right or benefit that the TRUST may be entitled to, or may receive;

7.18.4 To incorporate any institution, societies or associations having objects wholly or partly similar to those of the TRUST and to cooperate with any person, organisation, institution, society or body in order to meet the objectives of the TRUST;

7.19 To form, change or dissolve structures set up under the authority of TRUST including, but not limited to the GENERAL COUNCIL and/or the EXCO, any sub-committee, and the like;

7.20 The TRUSTEES shall nominate one from amongst them to keep in their possession, custody and control all important documents, deeds and other minutes of the TRUST, subject to any other TRUSTEE having the right of access to any such document or deed, including but not limited to the TRUSTEE'S financial records, books of accounts, and the like.

8. MEETING OF TRUSTEES

8.1 The TRUSTEES shall meet at least once each year, and at all such meetings four (4) TRUSTEES shall form a quorum;

8.2 The TRUSTEES shall meet at least two times each year with the EXCO;

8.3 The TRUSTEES shall ensure that an AGM of the MEMBERS is held within thirteen (13) calendar months of the previous AGM and require ordinary meetings be held during the course of the year, as deemed necessary, in order for the members to elect members of the GENERAL COUNCIL, who in turn will elect from amongst them the TRUSTEES.

8.4 For the AGM, which shall be held within thirteen (13) calendar months of the previous / last AGM, the Chairperson of the BOARD OF TRUSTEES (or another nominee), shall:

8.4.1 Cause for an Election Officer to be nominated and appointed at least one (1) calendar month prior to the date nominated for the AGM;

8.4.2 In addition to compliance with clause 6.4.1, he shall also issue notice of the AGM by way of publication on a notice board at AGM meeting is to be held;

8.4.3 The balance sheet and other financial statement of the affairs of the TRUST shall be made available at such meeting for scrutiny and consideration by MEMBERS;

8.4.4 The Chairpersons of both the BOARD OF TRUSTEES and the EXCO shall address the meeting and summarise the events initiated and/or supported by the TRUSTEES in the past year, and explain any special projects that they may have, if any;

8.4.5 The Chairperson shall invite and answer directly or through any of the TRUSTEES or other officials of the TRUST, any questions put to the TRUSTEES by members of the public attending such AGM;

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- 8.5 All meetings held to consider and transact the business of the TRUST, in accordance with the objectives of the TRUST, as established, shall be held in public and shall always be subject to the principles of accountability and transparency.
- 8.6 All decisions of the BOARD OF TRUSTEES, unless where otherwise provided, shall be carried by way of majority decisions and shall be final and binding, and shall be recorded by the Honorary Secretary;
- 8.7 In the event of any tie during the voting process, the Chairperson of the BOARD OF TRUSTEES shall have the casting vote.
- 8.8 At the first meeting of the TRUSTEES, they shall elect a Chairperson, Vice-Chairman, a General Secretary, and a Treasurer.
- 8.9 All meeting shall be chaired by the Chairperson of the BOARD OF TRUSTEES. Should the Chairperson not be able to attend any meeting, or fail to arrive at the starting time of the meeting, then the Vice-Chairman shall chair such a meeting, and failing them, the TRUSTEES shall from amongst them present, elect a Chairperson of that meeting, who shall hold office for the duration of that meeting.
- 8.10 Subject to the requirement that the TRUSTEES consistently endeavour to meet the objectives of the TRUST, in pursuing such objectives, they shall be entitled, in the administration of the affairs of the TRUST, to follow such guidelines and lay down such procedural and administrative steps as they may deem appropriate from time to time.
- 8.11 Any TRUSTEE shall be entitled to convene a meeting of the TRUSTEES by giving all the TRUSTEES two (2) weeks' notice, in writing or per electronic media, for such meeting to be held at the RKVS COMPLEX.

- 8.12 A written resolution signed by all the TRUSTEES countersigned on a round robin basis, in original, fax copy or email/scanned copy shall have the same legal standing as a resolution passed at a properly constituted meeting, even if no such meeting is held. The TRUSTEES shall minute all resolutions concerning the affairs of the TRUST and in this regard, shall follow the same procedures as prescribed for companies.
- 8.13 The TRUSTEES may authorise at least two (2) or more of them to sign all documents for official purposes as may be required for the administration of the TRUST and for the execution of any transactions in respect of the affairs of the TRUST on behalf of the TRUSTEES. Accordingly, any resolution which is certified by two (2) TRUSTEES as being a true extract from the Minutes of the particular meeting of the TRUSTEES shall have the legal effect of the resolution signed by all the TRUSTEES.
- 8.14 No TRUSTEE, appointed or assumed or co-opted, in terms of this TRUST DEED, shall be obliged to furnish security to the Master of the High Court of South Africa, or any other official in terms of any current or future legislation, which may come into force or effect; the intent and purpose being that no person appointed as a TRUSTEE, shall be required to provide any security to any official or authority to take office as TRUSTEE of the TRUST.
- 8.15 The TRUST ASSETS shall vest in the TRUSTEES, in their official capacities as TRUSTEES, in order that they may deal with the CAPITAL and/or income of the TRUST on behalf of and for the benefit of the beneficiaries only. The TRUSTEES shall endeavour to ensure that they personally receive no financial or other benefit, from the vesting the TRUST ASSETS in their names. Accordingly, at no time shall a TRUSTEE be entitled or deemed to acquire for themselves or their personal account, any rights to the TRUST ASSETS.

8.16 The BOARD OF TRUSTEES shall be entitled, at any time, to assume and/or co-opt any MEMBER of the GENERAL COUNCIL that they deem expedient or necessary in order for them to fulfil the aims and objectives of this TRUST. The assumed and/or co-opted TRUSTEE shall have no voting powers for one year after appointment and full and proper participation, and that they shall be entitled to serve until the next election of the TRUSTEES, held in a normal cause of events. They shall be subject to the normal rules applicable to TRUSTEES.

9. MINUTES AND ACCOUNTS

9.1 The BOARD OF TRUSTEES shall keep written minutes of all its meetings and shall also keep a proper set of accounts in respect of its transactions, which accounts shall be audited annually by an independent Auditor appointed by the BOARD.

9.2 The Auditor shall at all times, have access to such minutes and to all vouchers and records of the TRUST.

9.3 Duly audited Annual Balance Sheet and Statement of Income and Expenditure shall be prepared and certified as correct by the TRUSTEES, as at the end of December of each year ("financial year"), which Balance Sheet and Statement of Income and Expenditure shall be tabled by the Auditor at the AGM after prior tabling and approval thereof by the BOARD OF TRUSTEES.

10. RESIGNATION OF TRUSTEES

Any TRUSTEE shall be entitled to resign, at any time, by giving written notice in person to the Chairperson, and failing the Chairperson, the Secretary or Treasurer, for the time being.

11. DISQUALIFICATION OF TRUSTEES

A TRUSTEE shall be deemed to have vacated office:

- 11.1 If he/she becomes disqualified to be a MEMBER and/or is not -entitled in law, to hold such office; or
- 11.2 If he/she ceases for any reason to be qualified for appointment as a director of companies, in terms of any Law; or
- 11.3 If he/she fails to attend two (2) consecutive meetings without leave of absence from the BOARD OF TRUSTEES; or
- 11.4 If he/she is called upon by a resolution passed by 80% of the GENERAL COUNCIL at a meeting called for that purpose to vacate his office as TRUSTEE;

12. INDEMNITY

12.1 No TRUSTEE shall be answerable for or liable to make good any loss sustained by the TRUST or any beneficiary, save and except such loss as may arise from or be caused by his own dishonesty. Furthermore, the TRUSTEES shall be indemnified by and from the TRUST or any beneficiary against any loss or damage or claim whatsoever which might arise against them or any of them out of the bona fide administration by them of the TRUST.

12.2 The TRUSTEES shall be indemnified out of the TRUST fund against all claims of whatsoever nature that may be upon them arising out of the exercise or purported exercise of any of the powers hereby conferred upon them, subject however, to the provisions of Section 9 of the Trust Property Control Act 57 of 1988.

12.3 If the TRUSTEES, due to a *bona fide* error make any payment to any person whom they assume to be entitled thereto under the terms of this deed and it subsequently is found that some other person or persons is or are entitled thereto hereunder, the TRUSTEES shall nevertheless not be responsible for the monies so paid.

13. DUTY TO DISCLOSE

No TRUSTEE shall be disqualified by his office from contracting with the TRUST nor shall any contract entered into by or on behalf of the TRUST in which any TRUSTEE shall be interested, be declared null and void, nor shall any TRUSTEE so contracting be liable to account to the TRUST for any profit realised by any such contract by reason only of such TRUSTEE holding that office provided that he shall have disclosed the nature of his interest on or before making of the contract or provided such interest shall already have been known to his CO-TRUSTEES.

14. SPECIAL RESTRICTIONS

The following special conditions and restrictions have been incorporated in this TRUST DEED to meet the requirements of the Minister of Finance for the approval of the TRUST in terms of the Income Tax Act 58 of 1962, namely:

14.1 The TRUST shall not engage in any trading activities of a commercial nature;

14.2 The activities of the TRUST shall be confined to the Republic of South Africa, provided that the TRUST shall be entitled to assist, finance and manage religious and cultural functions and activities, anywhere the GENERAL COUNCIL deems appropriate, in meeting the TRUST'S Aims and Objectives, provided further that this restriction shall not be interpreted as prohibiting the TRUST from soliciting and receiving donations from a donor from outside the Republic of South Africa;

- 14.3 The TRUST may not accept any donations which are subject to being revoked or cancelled, or which may be repayable;
- 14.4 Subject to the provisions of this DEED of TRUST, no direct benefit, of whatsoever nature may accrue to any TRUSTEE or any member of the family, or extended family of any TRUSTEE.

15. **GENERAL**

- 15.1 The TRUSTEES may in their discretion hand over the cash investments of the TRUST to a nominee company controlled by a reputable bank or investment company.
- 15.2 No TRUSTEE shall in any way be liable for any loss or damage that may be suffered by the TRUST either as a result of any investment of any of the funds of the TRUST or through any act or omission either by himself or of any other TRUSTEE in the execution of his duties as a TRUSTEE under this DEED OF TRUST or in relation thereto unless the same is caused by his own fraud or dishonesty.
- 15.3 The TRUSTEES may refuse to accept any donation that is subject to a condition if they consider that it will not be possible to fulfil the condition or that the fulfilment of the condition is contrary to the interest or terms of the TRUST.
- 15.4 The TRUSTEES shall administer the TRUST in such a manner as to preclude any person from deriving any monetary advantage from monies paid into or out of the TRUST'S funds, unless specifically and previously approved in writing by 80% of the GENERAL COUNCIL.
- 15.5 The TRUSTEE'S may make such rules as they consider expedient for the due performance of their duties provided that such rules shall not be in conflict with any of the provisions of this TRUST DEED.

- 15.6 All payments for or on behalf of the TRUST shall be made and confirmed by two of the appointed TRUSTEES.

16. EXECUTIVE COMMITTEE (“EXCO”)

- 16.1 The day to day management of the RKVS COMPLEX, the TEMPLE, its functions, festivals and celebrations, shall be hosted by the EXCO, who shall be empowered to:

16.1.1 Conduct, manage and control the day to day running of the affairs of the RKVS COMPLEX and the TEMPLE.

16.1.2 Give effect to the aims and objectives of the TRUST, as delegated by the TRUSTEES from time to time;

16.1.3 Host any function, support any organisation, cause, charity or project that the TRUSTEES and/or the EXCO may from time to time adopt;

16.1.4 Affiliate with any other organisation having similar aims and objectives as the TRUST;

16.1.5 Do all things necessary for the maintenance and well-being of the TRUST.

17. COMPOSITION OF THE EXECUTIVE COMMITTEE

- 17.1 The EXCO shall comprise of the Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, Treasurer, Assistant Treasurer and the Chairpersons of each authorised sub-committee, as determined by the office bearers of the EXCO, subject to a maximum of 12 members.

17.2 A member of the EXCO shall be deemed to have vacated his/her office, if he/she:

17.2.1 resigns in writing; or

17.2.2 is disqualified to be a MEMBER, becomes unavailable due to dereliction of duty, infirmity, disability, or death of a MEMBER; or

17.2.3 accepts or is appointed or co-opted as a TRUSTEE of the RKVS;

18. DUTIES AND FUNCTIONS OF THE EXECUTIVE COMMITTEE

The EXCO shall:-

18.1 Be in overall charge of the day to day function of the RKVS COMPLEX and the TEMPLE; to observe and ensure that all acts, deeds, works and undertakings are in conformity with the aims and objectives of the TRUST.

18.2 Arrange, organise, hold and conduct meetings and functions of all descriptions in order to celebrate religious festivals, holy days and other functions having religious, cultural or philosophical significance.

18.3 Organise and conduct meetings, seminars, conferences, discourses, lectures and classes including discussions on religious, philosophical and other spiritual subjects, including supporting and/or hosting visiting Swamis, Pandits, and/or any other knowledgeable persons who would, directly or indirectly benefit the community at large.

18.4 Engage in, support and maintain charitable, religious, educational, famine relief work and other charitable works, either in conjunction with or in support of other organisations in order to meet the aims and objectives of the TRUST.

18.5 Duties imposed on the officials of the EXCO, shall be as set out hereunder:

18.5.1 The Chairperson shall -

18.5.1.1 be in overall charge of the day to day functions of the EXCO;

18.5.1.2 preside at all meetings of the EXCO and the GENERAL COUNCIL;

18.5.1.3 sign all authorised contracts and related documents pertaining to the EXCO;

18.5.1.4 have access to all matters including records, documents and the like relating to the business of the EXCO;

18.5.1.5 confirm and/or endorse all payments or transfer to be made;

18.5.1.6 manage the planning of all activities of RKVS COMPLEX at least six (6) months in advance;

18.5.2 The Vice- Chairperson shall -

18.5.2.1 fulfil the duties of the Chairperson in the event of the Chairperson not being able to carry out his / her duties.

18.5.2.2 further assist the Chairperson and undertake such other tasks as may be designated to him / her from time to time.

18.5.3 The Secretary shall -

18.5.3.1 maintain and keep all records and particulars of the MEMBERS of the committee, in writing;

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- 18.5.3.2 take and keep written minutes of all meetings of the EXCO and that of the GENERAL COUNCIL;
- 18.5.3.3 keep and maintain records of all meetings held by any member of RKVS;
- 18.5.3.4 preserve and keep all documents of the EXCO;
- 18.5.3.5 attend to all correspondence of the COMMITTEE;
- 18.5.3.6 circularise notice for all meetings and conduct the business of the EXCO;
- 18.5.3.7 confirm and/or endorse all payments or transfers;

18.5.4 The Treasurer shall -

- 18.5.4.1 collect all funds due to the EXCO and properly issue receipts therefor;
- 18.5.4.2 be entitled to spend such funds as authorised in respect of running expenses or such amount as determined by the EXCO, from time to time;
- 18.5.4.3 issue receipts and/or account for all funds received by way of donation, payment, or any other form, which funds shall be promptly deposited in the appropriate bank account, in favour of TRUST or the MANDIR;
- 18.5.4.4 ensure that a proper accounting (i.e. financial and bookkeeping) system including internal controls is maintained at all times and prepare quarterly accounts;

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- 18.5.4.5 deposit all funds received and make all payments payable, without delay;
- 18.5.4.6 submit reports in writing to the EXCO, as to the financial standing of the organisation including all receipts and expenses received or incurred;
- 18.5.4.7 confirm and/or endorse all payments or transfers;
- 18.5.4.8 keep and maintain an updated asset register of all the ASSETS of RKVS and the TRUST.

19. POWERS AND DUTIES OF THE EXECUTIVE COMMITTEE

- 19.1 To conduct, manage and control all the activities, functions and ASSETS of the RAMAKRISHNA VEDANTA SOCIETY;
- 19.2 To give effect to and observe all resolutions of the EXCO and the BOARD OF TRUSTEES;
- 19.3 To administer policies governing the affairs of RKVS COMPLEX and to devise and implement measures for the growth and development of the affairs of RKVS COMPLEX;
- 19.4 Co-ordinate, inspect and supervise the operation of all functions, festivals, and celebrations, including but not limited to managing the finances of such and where necessary, with the approval of the EXCO re-arrange or dissolve any resolutions made in this regard by any sub-committee appointed.
- 19.5 To solicit and expand the amount of TRUST funds for maintenance, improvement, alteration, payment of expenses and other charges incurred in and pertaining to the maintenance of all TRUST ASSETS including RKVS COMPLEX;

- 19.6 To allow any person after due process, to use any asset belonging to the TRUST, free of charge;
- 19.7 To pay all expenses and costs incurred in connection with the administration of the TRUST;
- 19.8 To employ any person, to manage or assist in the management of any of the ASSETS of the TRUST and to remunerate such person from funds administered by the TRUST, including travelling and other expenses which may necessarily be incurred by such employee;
- 19.9 The EXCO shall have the right to appoint and employ such professionals as they may require to support them, including but not limited to any professional (e.g. attorneys, accountants or the like), and pay to them their usual and proper charges for professional services rendered.
- 19.10 To take such steps that personal or written appeals, public meetings or otherwise, as may from time to time be deemed expedient, for the purposes of raising funds for the TRUST including procuring of donations, subscriptions or the like;
- 19.11 To accept any donations and/or bequest from any person in favour of the TRUST and to administer the same, subject to the terms hereof and also subject to such conditions as may be imposed by the donor, provided that such conditions are not inconsistent with the terms of the TRUST, which terms shall prevail;
- 19.12 To purchase or otherwise acquire any asset not exceeding the value of R200 000.00 or any other amount as is determined by the TRUSTEES from time to time that may be necessary for the promotion of the objects of the TRUST;
- 19.13 To open and control any bank or financial institutional accounts and to draw, accept or give promissory notes, bills of exchange and other negotiable instruments;

- 19.14 To provide, endow, furnish and fit out with all necessary furniture, instruments and other equipment and maintain either wholly or in part any educational or religious institution, hospitals or orphanages or any of them, subject always to the condition that the needs of the TRUST are met in full prior to the EXCO undertaking to assist any other institution in consultation with the board of TRUSTEES;
- 19.15 To contribute towards any other charitable, educational or religious institutions or to any fund having charitable, educational or religious projects in consultation with the BOARD OF TRUSTEES;
- 19.16 To grant financial or other assistance for the relief of the poor and meet urgent cases of distress which may from time to time arise;
- 19.17 To reimburse themselves and pay and discharge out of any income accruing from the TRUST, all expenses which may be incurred by them in or about the execution of the TRUST and powers conferred upon them by this TRUST DEED.
- 19.18 To have any secretarial services, which they consider necessary for the administration of the TRUST, carried out at the cost of the TRUST;
- 19.19 To set up sub-committees for the purpose of carrying out specific functions and to empower such sub-committee to put into effect decisions relating thereto.
- 19.20 To do all things necessary to give effect to the Aims and Objectives of the TRUST.

20. QUORUM OF THE EXECUTIVE COMMITTEE

20.1 A quorum of the EXCO shall be met when more than 60% of the elected members are present. If no quorum is present within 30 minutes of the time fixed for any meetings, the meetings shall stand adjourned to such time and place as the Chairperson shall decide. The members present at such adjourned meeting shall constitute the quorum of that adjourned meeting. Reasonable notice of such adjourned meeting shall be given to those committee members who were not present at the earlier meeting by the Chairperson of said meeting.

20.2 The members of the EXCO, at the first meeting after their appointment / nomination to the EXCO, shall elect the various office bearers, as aforesaid, and shall be entitled, at any time to assume, and/or co-opt, any further MEMBER as they may deem necessary.

20.3 All sub-committees appointed by the EXCO shall be chaired by a MEMBER of the EXCO only. Such members of the EXCO, in their capacity as Chairperson of the sub-committee shall be responsible and answerable to the EXCO with regard to the delegated functions as approved by the EXCO, from time to time.

21. INTERACTION BETWEEN THE EXECUTIVE COMMITTEE AND THE BOARD OF TRUSTEES

21.1 The GENERAL COUNCIL shall make decisions in respect of any disputes between the BOARD OF TRUSTEES and the EXCO, by way of a joint sitting:

21.1.1 A quorum is constituted by 66% of the GENERAL COUNCIL;

21.1.2 Any decision will be carried if it is supported by 75% of members present at a GENERAL COUNCIL meeting.

21.2 The EXCO may refer any matter on which there is a deadlock within the EXCO for a final decision to the BOARD OF TRUSTEES or may refer any decision to the BOARD OF TRUSTEES for further approval if the EXCO deems necessary.

22. WINDING UP / DISSOLUTION OF THE TRUST

If at any time, and for any reason, it becomes impossible, undesirable, unduly cumbersome and/or impractical to carry on and continue the affairs of the TRUST, so that it appears necessary to the TRUSTEES to dissolve the TRUST or to terminate its activities and wind up its affairs, then, after payment of all debts and liquidating all liabilities, all or any of the remaining ASSETS of the TRUST shall be donated, given and made over to any organisation or institutions whose Aims and Objects are similar to those of the TRUST and who, have as their objective, the promotion and support of the principles of Vedanta generally, at the sole discretion of all the TRUSTEES, and the EXCO members.

23. AMENDMENT OF THIS TRUST DEED

23.1 Any of the provisions of this TRUST DEED or annexures thereto may be altered or added to in any manner not inconsistent with the original purpose as set out in the Aims and Objectives of the TRUST, by way of a resolution passed by not less than two-third (66%) of the MEMBERS present at any AGM or a Special General Meeting called for this purpose after said amendments being approved by the Board of TRUSTEES and EXCO in a joint sitting, by a 75% majority at the joint sitting meeting prior to such AGM or Special General Meeting, convened for such purpose.

23.2 All such amendments/variations shall only be approved and/or considered after notice thereof had been given to each of the TRUSTEES and members of the EXCO at which any such resolution is to be given, to be considered and such notice shall specify the nature and alteration of such proposal.

24. REGISTRATION OF DEED OF TRUST

24.1 The TRUSTEES undertake to register this DEED OF TRUST, and any amendment or supplement thereof, with the Master of the High Court of South Africa, in terms of the Trust Property Control Act 57 of 1988,

24.2 The TRUSTEES shall be obliged to pay the costs of and incidental to the preparation and registration of this DEED and any further requisite deeds out of the income and, if necessary, out of the CAPITAL of the TRUST ASSETS.

25. INTERPRETATION OF THIS DEED OF TRUST

25.1 This DEED OF TRUST shall be construed and have effect in all respects as a settlement constituted under the laws of the Republic of South Africa and those of Trusts, and provisions of this DEED shall operate in accordance with such laws.

25.2 The High Court of the Republic of South Africa shall have exclusive jurisdiction to determine all questions and matters relative to, or arising out of this TRUST DEED.

25.3 Headings of clauses shall be deemed to have been included for purposes of convenience only and shall not affect the interpretation of the TRUST.

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26. DISPUTE RESOLUTION

Should there arise any dispute or conflict of opinion in the management and/or administration of the affairs of the TRUST, the EXCO and/or any member(s) thereof, or in the interpretation of this DEED OF TRUST, the Aims and Objectives of the TRUST, or should any dispute or conflict arise between any one or more MEMBERS or BENEFICIARIES for any reason whatsoever, then in such an event, all such disputes or conflicts shall be referred in the first instance, to a sub-committee of the EXCO for mediation and settlement, specifically appointed for this purpose, and failing them, or should the dispute arise that includes MEMBERS of the EXCO, then such dispute or conflict shall be referred to the BOARD OF TRUSTEES for their decision, which decision shall be final, conclusive and binding on all disputing parties, without appeal or review.

27. TRANSITIONAL ARRANGEMENTS

27.1 The GENERAL COUNCIL had been elected at a properly constituted AGM, held prior to the Registration of this DEED of TRUST, in accordance with its terms. Accordingly, they appointed the original TRUSTEES, and the EXCO members, who continued to be exercised the authority given by the MEMBERS of the Ramakrishna Vedanta Society at the AGM held on the 15 November 2014.

27.2 This DEED of TRUST shall be adopted, executed and signed by each of the original TRUSTEES and ensure formal registration of this DEED OF TRUST.

27.3 This DEED OF TRUST shall govern all the affairs of the Ramakrishna Vedanta Society, after its adoption.

28. DECLARATION

28.1 The TRUSTEES accept their appointment as TRUSTEES upon the terms and conditions, to meet the Aims and Objectives as set out in this DEED OF TRUST, by appending their signature to this DEED.

28.2 The TRUSTEES undertake to always use their best endeavours to ensure compliance and meet the Aims and Objectives of this DEED OF TRUST

THUS DONE AND EXECUTED BY THE TRUSTEES ON THE DATE AND PLACE MENTIONED IN THE PRESENCE OF THE UNDERSIGNED WITNESSES

WITNESSES:

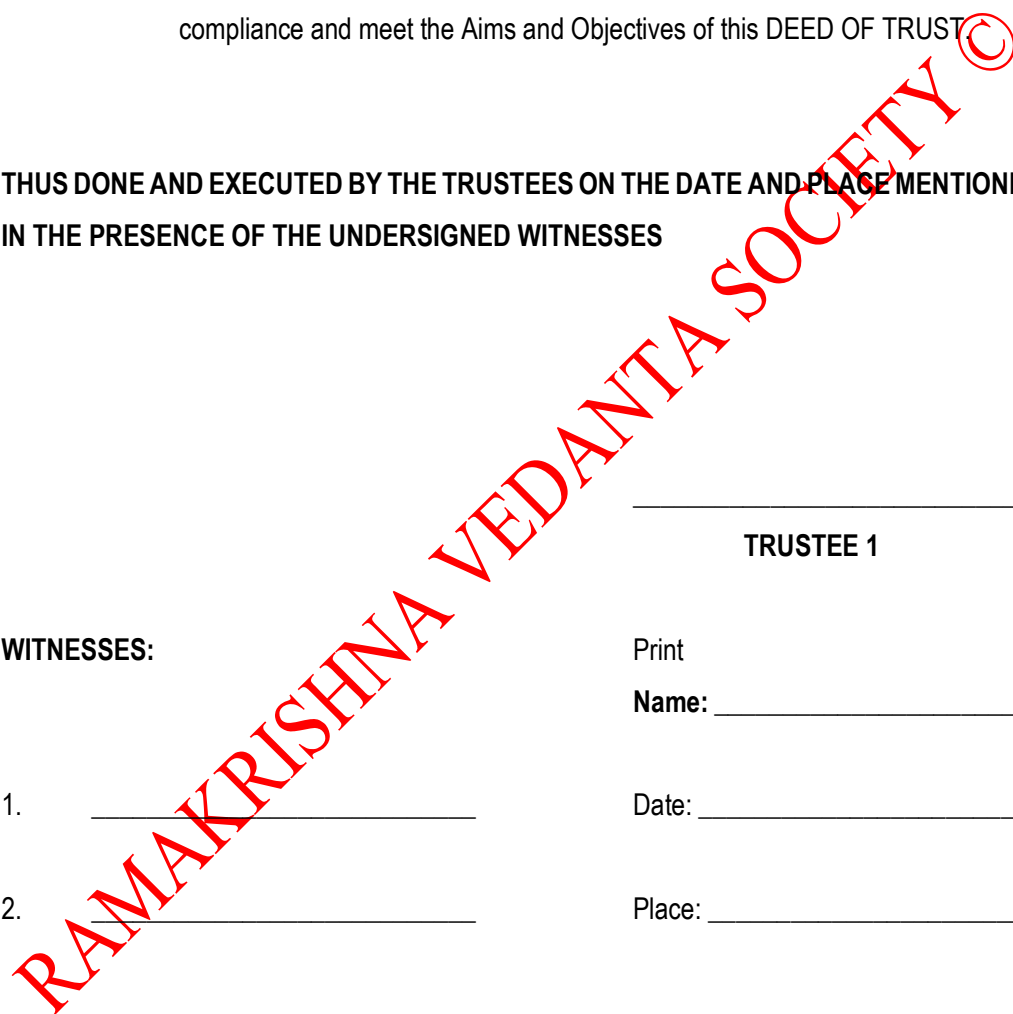
- 1. _____
- 2. _____

TRUSTEE 1

Print
Name: _____

Date: _____

Place: _____



TRUSTEE 2

Print

Name: _____

Date: _____

Place: _____

WITNESSES:

1. _____

2. _____

RAMAKRISHNA VEDANTA SOCIETY ©

TRUSTEE 3

Print

Name: _____

Date: _____

Place: _____

WITNESSES:

1. _____

2. _____

TRUSTEE 4

Print

Name: _____

Date: _____

Place: _____

WITNESSES:

1. _____

2. _____

RAMAKRISHNA VEDANTA SOCIETY ©

TRUSTEE 5

Print

Name: _____

Date: _____

Place: _____

WITNESSES:

1. _____

2. _____

TRUSTEE 6

WITNESSES:

- 1. _____
- 2. _____

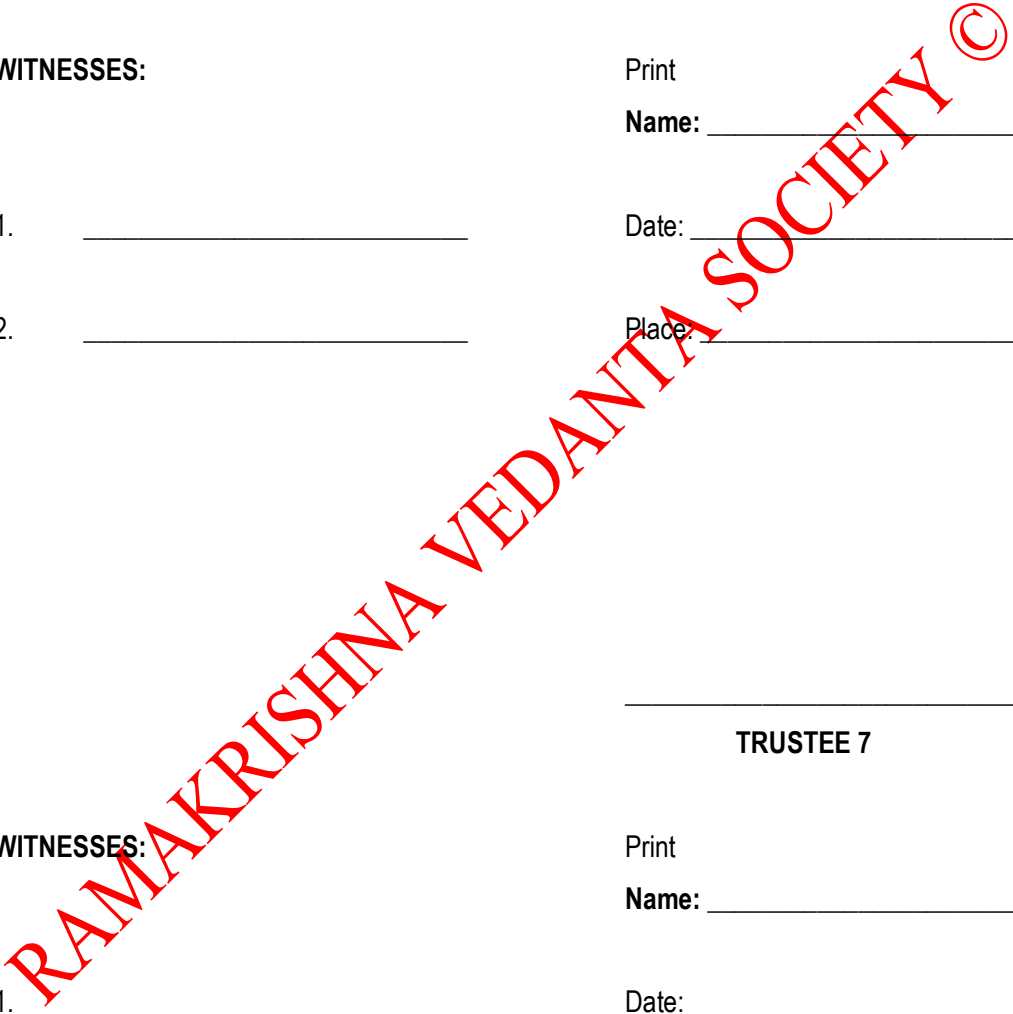
Print
Name: _____
 Date: _____
 Place: _____

TRUSTEE 7

WITNESSES:

- 1. _____
- 2. _____

Print
Name: _____
 Date: _____
 Place: _____



LIST OF TRUSTEES OF THE TRUST

N O	NAME	ID NO.	RESIDENTIAL ADDRESS	POSTAL ADDRESS	CONTACT NOS.
1	ARUNBHAI DALOQBHAI MISTRY	5007105112080	59 KINGFISHER ST. LENASIA EXTENSION 1	P.O. BOX 42182 FORDSBURG 2033	083 779 1108 011 852 1857
2	VINOD JINA BHIKA	5207175133087	65 GOUD CRECENT LENASIA EXTENSION 5	P.O. BOX 1390 LENASIA 1821	082 900 8538 011 8523311
3	BHUPANDRA VALLABH	5109115077087	5 TONQUANI STREET HIFEKKE AVENUE MAGALIESSIG EXTENSION 29 FOURWAYS	PINESLOPES SUITE 314 PRIMATE BAG X7 FOURWAYS NORTH 2191	082 456 1776 011 467 0433
4	VAYJANTI CHIMA NARAN	6103230099083	25 CORALFISH STREET LENASIA EXTENSION 7	P.O. BOX 10085 LENASIA EXT 7 1821	082 902 2084 011 852 5056
5	DAYANAND VIJAYDEV MISTRY	4810165074087	47 KINGFISHER ST. LENASIA EXTENSION 1	P.O. BOX 42454 FORDSBURG 2033	083 777 3261 011 854 6675
6	HARSHAD BHIKHA MASTER	3904265069088	3 CRANE STREET LENASIA EXTENSION 1	1 CRANE STREET LENASIA EXTENSION 1 1827	011 854 7237
7	CHAMPAKLAL LALA	5009275172084	17 ORISSA CRECENT LENASIA EXTENSION 11	P.O. BOX 713 LENASIA 1821	079 615 8285 011 852 4646