



(Regd No. 280/2006)

1-8-522/7, Chikkadapally, Hyderabad - 500 020

Mobile: 94912 67646

Email: Sunder.barla@gmail.com

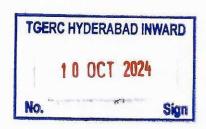
Date: 08-10-2024



TSERC, Telangana State,

Hyderabad.

Sir,



Sub:- Ekalavya Foundation Trust- Extension of Free Tariff supply to our four no's LT Agl services from the date of supply and refund of excess billed amount- Requested.

With reference to the subject cited and for approving the free electricity supply to all the Agriculture services of Ekalavya Foundation Trust on par with the Agl consumers Other than Corporate Farmers, the following details and facts/documents are submitted with a request to bring to kind notice of the Hon'ble TSERC and arrange to issue the orders to TSDISCOMs at an early date. The copies of relevant documents are enclosed herewith.

- 1. Ekalavya Foundation Trust is constituted to provide free education to Farmers about agricultural organic cultivation of various crops.
- 2. Ekalavya Foundation Trust has taken two separate LT electricity service connections with USC no 111352036 and 112409056 with 55KW and 44 KW respectively and also with solar net metering under LT category VII(A) General Purpose.
- 3. Further, four (4) LT service connections with 5 HP contracted load were taken for agriculture purposes to grow various organic agricultural crops to provide free education to farmers and also to provide practical knowledge for betterment of livelihood and empowerment of the community.
- 4. But, these Four agricultural services are being billed wrongly under the tariff applicable to Corporate Farmers from the date of supply and our request for extension of free tariff supply is not considered so far by TGSPDCL and also adjusted the excess credit balances available on LT Category VII (A) against the demand raised for agricultural connections.
- 5. As per the tariff conditions applicable to agricultural consumers , our Ekalavya Foundation Trust Agl connections shall fall under the tariff applicable to other than corporate farmers.

In view of the above facts, it is requested to arrange to issue required orders to TGSPDCL for billing all the 4 no's service connections with 5 HP load under free tariff category.

Yours Faithuflly,

(B.SUNDER REDE

Trustee EKalavya

ndation

1. Copy submitted to the principal secretary- Energy Govt. of Telengana Secretariat Hyderabad.

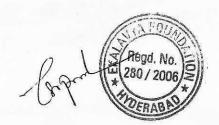
2. Copy submitted to Chariman & Managing Director, TGSPDCL mint compound

एक सौ रुपये Rs. 100 ONE HUNDRED RUPEES भारत INDIA ISSINDIA NON JUDICIALS S आन्ध्र प्रदेश ANDHRA PRADESH S. ANJAMMA 543462 81 No 21,661 Dat 26)2/66 Releas S V.L. No. 9,84/R/6/2006 3-5-944, Kub. ra Towers Boid to P. Venus opal fedely B/O.W/O. E. Cell' Ven Got Suloba Realed Narayan jiida, ilydarubad-28 95003/8260 For whom ... E. Kalany autoundent on TRUST DEED OF EKALAVYA FOUNDATION This Deed of Declaration of Public Charitable Trust is executed in Hyderabad, this 27 th day of April 2006 by 1. Mr.P.Venugopal Reddy S/o Late. Venkatasubba Reddy, Managing Trustee, Age 62 years presently residing at 1-8-522/7, Chikkadpally, Hyderabad - 500 020

2. Mrs.Y.Vinutha W/o. Y.Madhav Reddy, Trustee, Age 32 years presently residing at 17-1-388/P/67, Poornodaya Colony, Saidabad, Hyderabad, 500 059 Hereinafter they called as Trustees.

AND WHEREAS the promoters of the Trust are desirous of coming together to promote an organization with a global outlook, which will work towards betterment of livelihoods and empowerment of the community through access to education, particularly vocational education through formal and non-formal streams to meet the challenges of emerging new technologies and the concomitant rapidly shifting socio-economic needs with purposeful social responsibility. The Trustees are desirous of creating an endowment by setting apart and establishing a Fund for the Public Charitable objects and purposes in India hereinafter

*కెండ* డి





**නංඕ**න ට්රීන්ර්රී

भारतीय गेर न्याथिक एक सो रुपये Rs. 100 ONE 7. 100 HUNDRED RUPEES

सत्यमेव जयते

SOLOGIO STREET INDIA SOLOGIO S

आन्ध्र झदेश ANDHRA PRADESH

P. venagopal Redon Playd

Elalonya Foundation Hyd

543477 S. ANJAMMA S. V.L. No. 9-34/R/6/206 5-8-9-14 Kuberta Town Narayan jaha 119-3 1 Dai 9366318260

AND WHEREAS the promoters above mentioned have agreed to become the Trustees of the said Trust, herein after collectively referred to as the Board of Trustees.

Whereas the said Board of Trustees have agreed to take possession of the said amount and to act as the Board of Trustees in accordance with the terms of Trust herein after stated.

## NOW THIS DEED OF TRUST WITNESSETH AS FOLLOWS:

- The Trustees have contributed an amount of Rs.5,116/- (Rupees Five Thousand One Hundred Sixteen only) each towards the Corpus Fund of the Trust.
- 2. The name of the Trust Shall be **Ekalavya Foundation**, and the Office of the Trust shall be situated at H.No.6-3-628/9, Ravindra Nagar Colony, Khairtabad, Hyderabad, 500 004, which may be locates from time to time at such other place as the Trustees may deem fit and proper at their discretion.

2-3/82/2/2

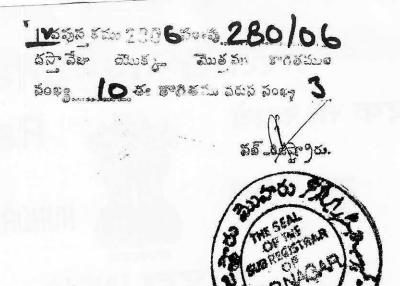
भारतीय गैर एक सौ रुपये Rs. 100 ONE v. 100 HUNDRED RUPEES रत INDIA INDIA NON JUDICIAL आन्ध्र प्रदेश ANDHRA PRADESH 543464 For mon Ekalakya Epundadion HI B-A2 S. ANJAMMA S V.L. No. 9.94/3/6/2006 5-5-944. Kubara Towers Narayangula iyustabad-2 9566318260

## 3. The General objectives of the Trust Shall be:

- 3.1. Non-profit, non-political and secular in character and shall work to wards upgradation and modernization of vocational skills of men and women, especially their religion, race, caste or creed.
- 3.2. To increase the levels of income and raise the standards of living of community through sustained functional interventions in developmental programmes with special emphasis on health and education.
- 3.3. To develop and implement strategies for upgradation of technical and vocational skills for enabling individuals to be effective partners in the Nation's striving for development
- 3.4. To collaborate with Government and other agencies national and international in undertaking indepth studies, formulation and implementation of projects for bringing changes in institutional and attitudinal matrix in tune with modern day

2.3/2ND/ {.

*కిమీ*ట



# 4. The Specific objectives of the Trust shall be:

- To promote and strengthen institutions for imparting knowledge, skills and 4.1. attitudes of practical importance for the economic and social empowerment of people belonging to the deprived and marginalized groups of the society. 4.2.
- To design and implement projects to foster linkages between institutions for young and various village level institutions for inducing attitudinal changes to meet the challenges thrown up by rapidly shifting socio-economic and political 4.3.
- To educate people for effective participation in community development and welfare programmes as a means to aid their efforts in self-help.
- To integrate gender, dalit, tribal and other backward classes in all the initiatives 4.4. taken up by the Government and other agencies.
- To undertake campaigns for giving reality to pragmatic pronouncements of 4.5. universal education and equality of educational opportunity.
- To serve as a center for collecting, storing, collating and disseminating 4.6. . makes the man level day of the
- To bring out newsletters/books/other relevant material (audio/video etc.) and 4.7. to support or establish Radio/TV channels in furtherance of the objectives of

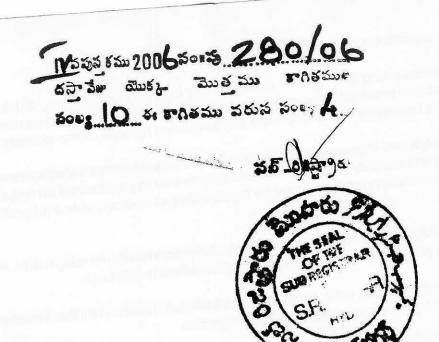
#### 5. Managing Trustee

- 5.1. Sri P. Venugopal Reddy, one of the Founder Trustees shall be the Managing Trustee for life.
- 5.2. The Managing Trustee shall have right, power and authority to nominate his successor Managing Trustee.
- The Managing Trustee shall preside over the meetings of the Board of Trustees 5.3. and in his/her absence the members present may elect a chairperson for that
- 5.4. The Managing Trustee shall represent the Trust and the Trust may sue or be sued in its own name..

#### 6. The Board of Trustees.

- The number of Trustees shall not be less than two and not more than nine. 6.1.
- 6.2. No person being -
  - 6.4.1. an undischarged insolvent; or
  - 6.4.2. convicted of an offence involving moral turpitude; or
  - 6.4.3. a minor, shall be eligible to be Trustee.

3. 3/mm/{ 4 8 mes



- The power to appoint new or additional Trustees and to fill vacancies in the 6.3. office of the Trustees shall vest in the Managing Trustee in consultation with the 6.4.
- All the Trustees except the Managing Trustee, unless they voluntarily resign or otherwise decide, shall continue to be the Trustees for a term of four years, and are eligible for renomination.
- Any Trustee may retire at any time without assigning any reason and without 6.5. being responsible for any costs occasioned by such retirement, by giving one month's notice of his intention to do so.
- A person shall cease to be a Trustee in any of the following events: 6.6.

6.6.1 if he dies; or

6.6.2. if he becomes bankrupt; or ,

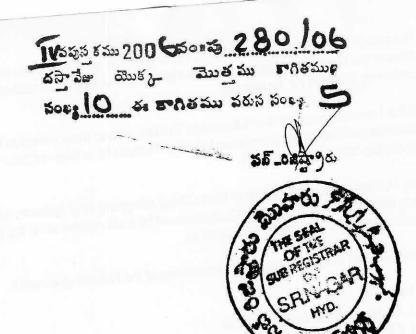
6.6.3. if he becomes insane or otherwise become incapable to act; or

- On a new or additional Trustee being appointed and on his signifying his 6.7. acceptance in writing to the effect of his accepting the appointment, the Trust Property shall automatically vest in him along with the other Trustees for the time being and he will be entitled to carry out all the duties and functions of a Trustee without any other deed or writing.
- The board of Trustees may, by a unanimous vote of all the Trustees for the time 6.8. being except the Trustee proposed to be removed, remove any Trustee, permanent or otherwise, from office after finding the Trustee proposed to be removed guilty of serious misconduct in relation to or concerning the trust estate or trust affairs and after arriving at a definite conclusion that for the affairs and after arriving at a definite conclusion that for the reasons to be recorded in writing the continuance of the Trustee proposed to be removed as Trustee or these presents was desirable keeping to the objects of the trust in view and other related or connected matters provided however that no conclusion of such guilt shall be arrived at without giving to the Trustee proposed to be removed a full and fair opportunity of explaining his conduct and / or the charges leveled against him for his removal. And the decision of the Board of Trustees in this behalf shall be final and binding and shall not be called in question

#### 7. Rights and duties of the Board of Trustees

- The Trustees shall from time to time after meeting the expenses of and incidental 7.1. to the management of the Trust Properties and of the Trust decide the particular object or objects for which the income or corpus of the Trust Fund or Properties for the time being available shall be applied.
- The Trustees may accept any donation or contribution in cash or in kind from any 7.2. person, firm, company, corporation, associations, institution or trust (including the

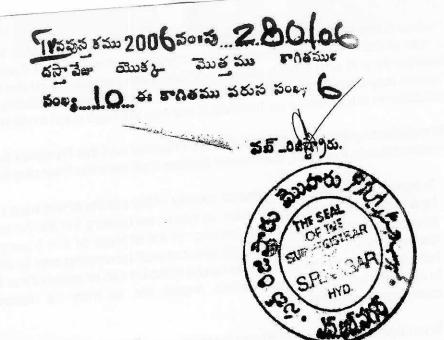
క కినులక



Trustees or any of them) for the furtherance of the objects of the trust or for any one or more of them upon such terms and conditions as they may in their absolute discretion think fit and which are not inconsistent with the objects of the trust. The Trustees may also take over the management of any other charitable or public institutions on such terms as they think fit and may manage such institutions.

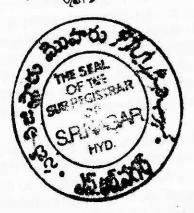
- Without affecting the generality of powers and functions of the Trustees to manage 7.3. and administerate the trust, the Board of Trustees shall have the following functions:-
  - 7.3.1. To borrow if needed be against the security of the assets of the trust by way of bank overdrafts, loan or otherwise, as may be necessary, for the benefit of the trust and for more effectively carrying out the objects of the trust provided however the Trustees unanimously agree on such borrowing and limited to the terms of their decision or agreement and to authorize two or more of the Trustees to execute such document, deeds, papers, etc. as may be necessary in
- 7.3.2. To arrange for and / or authorize the signing or execution of any agreement, contract, instrument, document or any other paper or writing required to be signed or executed on behalf of the Trustees by any two of the Trustees to be nominated in this behalf by the Board of Trustees and to make the same effective and binding as if the said agreement, contract, instrument or document or paper or writing were signed by all the Trustees.
- 7.3.3. To appoint or make provision for the appointment of a sub-committee of Trustees and / or others to attend to or supervise or conduct specified jobs or functions or trust matters in such manner and subject to such rules and regulations as the Trustees may prescribe.
- 7.3.4. To authorize any one or more Trustees to hold any property or any fund or any investment of the trust subject however to the terms of these presents in such manner and subject to such terms and conditions, rules and regulations as the Board of Trustees may from time to time think fit and proper.
- 7.3.5. To spend any portion of the corpus or the income of the trust fund for purchasing any land or constructing any building or buildings for and in the name of the trust for the purpose of carrying out promoting and / or executing any or all of the objects of the trust.
- The Trustees shall cause true and accurate accounts to be kept of all moneys 7.4. received and spent and of all matters in respect thereof in course of management of trust properties or in relation to the carrying out of the objects and purpose of the trust as well as of all the assets, credits and effects of the trust properties.
- The Trustees may invest the Trust Estate either in the purchase of immovable properties or of mortgage immovable properties, or in such manner as allowed by law as may be in force from time to time and to convert, alter vary, dispose of or transfer such investments from time to time provided that such investments shall not be made which are directly or indirectly for the benefit of any person referred to in sub sec. (3) of sec. 13 of Income-Tax Act, 1961, or any subsequent amendments as may be made from time to time.

-6. తినుంక



- 7.6. If the income from the trust property in a particular year is not fully utilised, the unexpended income subject to the applicable provisions of the Income- Tax Act, year or years for the advancement of any of the object of the trust.
- 7.7. The Trustees shall be at liberty to sell such portion or portions of the movable or immovable properties forming part of the Trust Estate either by public auction or by private contract at such price or prices and in such terms and conditions relating and to rescind or vary any contract for the sale thereof and to resell the same conveyances or other assurances and to pass valid and effectual receipts and discharges for all moneys received by them.
- 7.8. The Trustees may pay all charges and outgoing payable in respect of any immovable property for the time being forming part of the Trust Fund and may carry out repairs required to be done to the same and keep the same insured against loss or damage by fire and may incur all other costs, charges, and expenses incidental to the administration and management of the Trust Estate and the properties for the time being belonging to the trust as they may in their absolute discretion think fit.
- 7.9. The Trustees may manage or supervise the management of any lands, hereditaments, and premises for the time being comprised in the Trust Estate or any part thereof with power to erect, pull down, re-build, add to, alter and repair houses and other buildings and to build drains and to cultivate or cause to be cultivated all or any of the said lands, hereditaments and premises and to insure lease, make allowances to and arrangements with tenants, agriculturists and generally to deal with the said lands, hereditaments and premises as they may deem fit in their absolute discretion.
- 7.10. The Trustees may appoint Secretaries, Managers, Lawyers, Solicitors, Auditors, Architects, Engineers, Surveyors, Gomastas or other employees for the purpose of management and supervision of the Trust Estate, for collection of rents, effects and profits, for keeping the accounts and records and for other purpose of the trust.
- 7.11. The Trustees shall have full power to compromise or compound all actions, suits, and other proceedings and settle differences and disputes touching the Trust Estate and/or the Trust Properties and to refer any such differences or disputes to arbitration and to adjust and settle all accounts relating to the Trust Estate and/or the Trust Properties and to do all other acts and things fully and effectually without being liable or answerable for any bona fide loss occasioned thereby.

7.12. The Trustees may join, co-operate and amalgamate the trusts created by these presents or any portion thereof with any trust or institution having allied and or similar objects upon such terms as they may in their absolute discretion think fit.



- 7.13. The Trustees may from time to time frame schemes and rules and regulation to carry out the objects of the trust and for managing the affairs of the trust and otherwise for giving effect to the objects and purpose of the trust and to vary the same from time to time as the Trustees may in their discretion deem fit and proper.
- 7.14. The receipts granted by the Trustees or any one or more of them for any moneys, stocks, funds, shares, securities or investments paid, delivered or transferred to them in exercise of the trust or powers hereof shall effectually release and discharge the person or persons paying, delivering or transferring the same therefrom and from seeing or from being bound to see the application thereof or being answerable for the loss or misapplication thereof.
- 7.15. The Trustees shall be entitled at their discretion from time to time to start, discontinue, abolish and re-start any charity or charitable institution, to impose any condition or conditions to any subscription or donation made by them and to earmark any portion of the Trust Property or income for any particular object or objects.
- 7.16. The Trustees may reimburse themselves and pay and discharge out of the Trust Fund all expenses incurred by them in or about the execution of the trust or any of their duties under these presents including traveling expenses, but will not be entitled to any remuneration.

### Maintenance of Accounts

- The financial year of the trust shall end on 31st March, every year provided that the Board of Trustees shall be at liberty to change the same from time to time if they so deem it fit and proper. The first financial year of the trust shall close on 31st March,2007
- The Trustees shall keep an account or accounts with any bank or banks, to operate 8.2. such account or accounts whether in debit or in credit and to give all appropriate instructions to the banker or bankers concerning the operation as such account or accounts and to authorize by appropriate resolution two or more of the Trustees jointly, in which one should be the Managing Trustee, with an agent appointed by the Board of Trustees in this behalf to operate such account or accounts.
- 8.3. The Accounts should be audited by a Chartered Accountant appointed for the purpose by the Board of Trustees and the audited Accounts shall be placed before the Board of Trustees on or before 30th, June every year for approval.

#### **Trust Meetings**

- 9.1. The Trust meeting will be held once in six months. All meetings of the trust shall be held at such place and at such time as the Chairman of the trust shall decide from time to time. Meeting notice shall be given at least seven days in advance, but a special meeting can be conveyed by a short notice of twelve hours.
- Notice of the meeting of the Trustees and all communications maybe sent to the 9.2. Trustees at their addresses registered for the time being in the records of the trust.

Nation 8 and 2006 and 280/06

Ar sie and a mean a dia a series and a s

- 9.3. A Trustee who is unable to be present at a meeting of the Trustees may send his views on the agenda in writing and such expression of opinion shall be taken to be his vote on the matter concerned.
- 9.4. A resolution in writing circulated amongst all the Trustees and signed by a majority of the Trustees shall be as valid and effectual as if it had been passed at a meeting of the Trustees duly called and convened.
- 9.5. All proceedings and questions and matters arising at the meeting of the Trustees shall be decided by a majority of votes and in case of equality of votes the Chairman shall have a second or casting vote **Provided However** that notwithstanding of the trust properties and / or investment out of the trust corpus shall be decided except with the consent of the Chairman of the trust.
- 9.6. The minutes of the proceedings of every meeting of the Trustees shall be entered in a book to be kept for that purposes and signed by the Chairman of such meeting or of the following meeting when they are read over and shall when so entered and signed be conclusive evidence of the business and other matters transacted at such meeting.

IN WITNESS WHEREOF THE Trustees have executed these present on the day, month and year above mentioned

WITNESS:

1. Alada

P. VENUGOPAL REDDY
 Managing Trustee

Shows III.

2. Y. VINUTHA Trustee

2. In

