

14/12/09

**AMENDMENT OF THE CONSTITUTION OF
ANANDA KUTIR ASHRAMA**

(Registration number. 031-418-NPO)

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Background

The basic fundamental aims and objectives of Ananda Kutir Ashrama are purely spiritual, non-sectarian and perfectly tolerant of all religions and cultural backgrounds. Membership of the Ashrama is open to any person endeavouring to develop spiritually and provides an ideal atmosphere for spiritual guidance, practice and advancement. The Ashrama is a peaceful haven providing ample opportunity and actual help with community welfare activities to alleviate the misery and suffering of sick, poor and destitute people.

It was with these basic fundamentals in mind that Ananda Kutir Ashrama was established as an acknowledged religious institution in 1982 for the purpose of promoting and encouraging Vedic teachings, philosophy and the practice of Integral Yoga in South Africa as practised by **H.H. Swami Sivananda** of Rishikesh Ashrama in accordance with the teachings handed down by the ancient Rishis of India. It was the vision and wish of **H.H. Swami Venkatesananda**, disciple of **H.H. Swami Sivananda** that the two South African Founders and Spiritual Heads of Ananda Kutir Ashrama **Resident Yogi: Sri Yogeshwari (Cynthia Joan Muhl)** and **Resident Swami: Swami Parvathi Ananda (Irene Astrid Copestake)** continue to encourage spiritual development through the practice of Integral Yoga in South Africa. Both Founders still reside at the Ashrama and are still actively involved in teaching and serving the needs of the community through various "Outreach Projects"

1. Name

The name of the association is **ANANDA KUTIR ASHRAMA** hereinafter referred to as "the Ashrama".

2. Object

2.1 The object of the Ashrama is:

- 2.1.1 to promote, encourage and make accessible to our members the teachings and practices of Integral Yoga and Vedic Philosophy and to serve the community's needs through outreach projects.
 - 2.1.2 to continue to create and provide facilities in all aspects pertaining to the object of the Ashrama and to continue to create a self-supporting and self-sustaining Ashrama;
 - 2.1.3 to raise, administer and invest funds to achieve the object of the Ashrama; and
 - 2.1.4 to perform all such other lawful acts as are incidental or conducive to the attainment of the object of the Ashrama.
- 2.2 The sole or principal object of the Ashrama is to carry a public benefit activity contemplated in paragraph 5 in Part 1 to the Ninth Schedule to the Act in a non-profit manner and with an altruistic or philanthropic intent.

3. Income property assets and investments

- 3.1 The Ashrama is prohibited from directly or indirectly distributing any of its funds to any person, otherwise than in the course of undertaking a public benefit activity, and is required to utilise its funds solely for the objective for which it has been established.
- 3.2 No activity will directly or indirectly promote the economic self-interest of any fiduciary or employee of the Ashrama otherwise than by way of reasonable remuneration.
- 3.3 No remuneration will be paid to any employee, office bearer, member or other person which is excessive, having regard to what is generally considered reasonable in the sector and in relation to the service rendered and has not and will not economically benefit any person in a manner which is not consistent with its objects.

4. Trustees

- 4.1 A Board of Trustees, appointed by the Members of the Ashrama, shall be a legal persona and shall:
- 4.1.1 exist in its own right as a body corporate, with its own legal identity and separately from its members;
- 4.1.2 be able to own movable and immovable property and perform legal actions in respect of such property;
- 4.1.3 be able to invest and administer the funds of the Ashrama;
- 4.1.4 be able to institute or defend legal proceedings in its own name and to refer any dispute to mediation and/or arbitration;
- 4.1.5 be able to accept grants, donations, gifts and/or bequests of any nature; and
- 4.1.6 be competent to perform any other actions that may be necessary for or incidental to the management and functioning of the Ashrama in accordance with its teachings and objectives.
- 4.2 **number of trustees**
- 4.2.1 The number of trustees shall be not less than **THREE** and not more than **SIX** and shall be persons closely affiliated to the Ashrama and its teachings, who accept their fiduciary responsibility for the Ashrama, who will not be connected persons in relation to each other, and no single person shall directly or indirectly control the decisions or powers relating to the Ashrama.
- 4.2.2 If, at any time, there are less than the minimum number of trustees in office, as provided for in 4.2.1, the remaining trustees and the members together, shall, by way of a Special Trustees Meeting, be entitled to appoint additional trustees.
- 4.2.3 each of the trustees shall hold office for a minimum of 2 years or until he/she:

- 4.2.3.1 is permanently incapable of performing his/her duties; or
- 4.2.3.2 resigns in accordance with clause 4.4.1 below; or
- 4.2.3.3 becomes insolvent or assigns his/her estate for the benefit compounds with his/her creditors; or
- 4.2.3.4 becomes disqualified in terms of the Companies Act, No. 61 of 1973, as amended from time to time, or any Act passed in substitution for it to act as a director of a company.

4.3 indemnity

A trustee shall not be liable for any loss sustained by the Ashrama under any circumstances except, subject to any statutory provision to the contrary; a loss sustained as a result of his/her gross negligence or dishonesty.

4.4 resignation of trustees

A trustee:

- 4.4.1 may resign on giving **ONE** calendar months' written notice delivered to the other trustees and also to the Ashrama at its office;
- 4.4.2 shall cease to be a trustee on expiration of that notice.

4.5 proceedings of trustees

- 4.5.1 The trustees shall meet from time to time at a time, on a date and at a place determined by them.
- 4.5.2 A meeting of trustees may be convened at any time by the chairperson of the trustees or any trustee.
- 4.5.3 At least 14 days' notice ((or such shorter period as may have been agreed to by not less than the specified majority of the trustees) of a meeting of trustees shall be given to all trustees specifying the time, date and place of the meeting and the general nature of the business to be transacted.
- 4.5.4 A quorum at a meeting of trustees shall be at least half of the number of the serving trustees present throughout the meeting.
- 4.5.5 The chairperson at a meeting of trustees shall be the chairperson of the trustees, or in his/her absence the vice-chairperson of the trustees.
- 4.5.6 Each trustee who is present at a meeting of trustees shall have one vote on a show of hands.
- 4.5.7 Except where otherwise provided, decisions at meetings of trustees shall be taken by a majority of the trustees present. The chairperson of a meeting of trustees shall have a second (and casting vote) on any resolution proposed at it.
- 4.5.8 The trustees may adjourn any meeting to a later date (being not more than 14 days thereafter).

- 4.5.9 A resolution in writing signed and agreed to by all the trustees who are present and who are not less than a quorum shall be deemed to have been passed on the date it is signed and agreed to by the last trustee to do so.

5. Continued existence of the Ashrama

The undertakings and obligations of the Ashrama to fulfill its object in terms of clause 2 shall continue and persist, notwithstanding any changes in the composition of its membership or office-bearers.

6. Claims and rights of members and office-bearers

It is expressly recorded that the rights of members and office-bearers of the Ashrama shall be confined to the management and running of the Ashrama, as directed and approved by the trustees, and they shall have no rights whatsoever in the immovable property and assets of the Ashrama, solely by virtue of their being members or office-bearers and by virtue of the provisions of clause 3 hereof.

7. Management

7.1 management committee

The Ashrama shall be governed by a Management Committee consisting of members of the Ashrama nominated by the members and elected at its annual general meeting in accordance with clause 8.3 who shall hold office from the termination of the annual general meeting at which they are elected until the termination of the next succeeding annual general meeting.

7.2 composition

7.2.1 The Management Committee shall comprise -

7.2.1.1 a general secretary

7.2.1.2 chairperson;

7.2.1.3 vice-chairperson

7.2.1.4 secretary;

7.2.1.5 treasurer;

7.2.1.6 up to six ordinary members.

8.2.2 The Management Committee shall have the power to co-opt any member of the Ashrama to fill any casual or other vacancy on the Management Committee or to form such sub-committee with such powers as it may from time to time decide.

8.2.3 The Management Committee may invite such other persons, whether members of the Ashrama or not, as they may deem fit, to attend one or more meetings of the Management Committee to advise on various topics being discussed by the Management Committee provided that

such invitees shall have no voting power on such Management Committee.

7.3 election of management committee members

7.3.1 Management Committee members shall be elected by members of the Ashrama present and entitled to vote at an annual general meeting after first having been nominated as follows -

7.3.1.1 at any time prior to the commencement of an annual general meeting a member may in writing nominate to the Management Committee, a member of the Ashrama for election to a particular post where the person so nominated has agreed in writing to his nomination, and

7.3.1.2 all retiring members of the Management Committee shall be deemed to have been nominated unless they have in writing declared themselves to be unwilling for re-election.

7.3.2 The election of Management Committee members to fill each post shall be taken in such manner as the chairperson of the annual general meeting shall in his/her sole discretion determine.

7.4 powers

7.4.1 Subject to the provisions of this constitution and to any directions given by members of the Ashrama at any general meeting of members, the Management Committee shall be vested with all powers of the Ashrama in terms of this constitution.

7.4.2 The Management Committee shall be entitled to operate banking accounts only by way of nominating four Management Committee members to be signatories of whom at least two shall sign all instructions to the bank including cheques.

7.4.3 The Management Committee shall be deemed to have delegated all or any of its powers to an Executive Management Committee comprising any three of the chairperson, vice chairperson, secretary and treasurer who may by unanimous decision bind the Ashrama in regard to any matter which is urgent.

7.5 proceedings

7.5.1 The Management Committee shall meet as often as the business of the Ashrama may require but not less than four times in each financial year.

7.5.2 At least two clear days' written notice with an agenda for the meeting shall be given of all meetings, unless members of the Management Committee agree to accept shorter notice.

7.5.3 The secretary shall, on the written instructions of the chairman or on a written request of not less than two members of the Management Committee, convene a meeting of the Management Committee provided that the notice calling such meeting shall set forth the agenda for such meeting.

7.5.4 The Management Committee shall not transact any business other than that set out on the agenda.

7.6 **quorum**

A quorum for Management Committee meetings shall be five members present at the time the meeting commences business. ✓

7.7 **minutes**

7.7.1 The Management Committee shall cause proper minutes to be kept of the proceedings of all meetings of the Management Committee and such minutes if signed by the chairperson shall be conclusive evidence of further proof of the facts stated therein.

7.7.2 Minutes of the Management Committee shall not be open to the inspection of non-committee members other than with the previous sanction of the Management Committee or a General Meeting.

7.8 **resignation and termination of membership**

7.8.1 Any Management Committee member may resign by submitting his/her resignation in writing.

7.8.2 A member of the Management Committee shall cease to be such a member if -

7.8.2.1 he/she absents himself/herself without leave for more than three consecutive meetings of the Management Committee;

7.8.2.2 he/she is removed by ordinary resolution of members at a general meeting of the Ashrama;

7.8.2.3 he/she is removed by a resolution passed or supported by not less than three-quarters of all members of the Management Committee whether present at the Management Committee meeting at which the resolution is taken or not.

7.9 **advisors**

The Management Committee may by resolution invite any person to attend Management Committee meetings for the purposes of advising the Management Committee on any matter which it may deem expedient.

7.10 **indemnity**

7.10.1 Each member of the Management Committee is hereby indemnified out of and from the funds and property of the Ashrama, against all losses, charges, costs, damages and other liability which that member may incur or be put to in connection or about the execution of his/her duties as a member of the Management Committee and no such member shall be held answerable or deemed to be in any way responsible for any act or default of any other member of the Management Committee or for any deficiency or insufficiency of any title or security whatsoever taken by the Ashrama.

- 7.10.2 No member of the Management Committee shall be liable for any losses occasioned by the banker or other persons with whom monies or securities of the Ashrama are deposited or entrusted for safe custody, investment or otherwise, nor for any loss, misfortune or damage which may happen or take place in the execution of that member's duties or as a result thereof.
- 7.10.3 Notwithstanding the provisions of this sub-clause 7.10 each member of the Management Committee shall be liable for all loss or damage which is occasioned by that member's *mala fide* acts or through that member's wilful default.

8. Membership

Members shall be such individuals as are elected to membership in terms of this constitution.

8.1 election

- 8.1.1 Every person desirous of becoming a member of the Ashrama shall make application to the Ashrama in writing upon such form as may be stipulated from time to time by the Management Committee.
- 8.1.2 The Management Committee shall consider each application on receipt and shall decide whether or not to admit such applicant as a member of the Ashrama.
- 8.1.3 The decision of the Management Committee shall be final and the Management Committee shall not be obliged to give any reasons for any such decisions.

8.2 forfeiture of membership

- 8.2.1 A member shall forfeit his/her membership of the Ashrama if -
- 8.2.1.1 such member conducts himself/herself in a manner which in the sole and absolute opinion of the Management Committee is unbecoming for a member of the Ashrama.
- 8.2.1.2 The Management Committee shall not make any decision involving the forfeiture of a member's membership without in writing, inviting the member to attend a Management Committee meeting to explain why his/her membership should not be forfeited for reasons set out in such written invitation.
- 8.2.1.3 The decision of the Management Committee regarding forfeiture of membership shall be final and binding.

8.3 subscription/class fees

- 8.3.1 The Management Committee shall from time to time determine the annual subscription/class fees payable by members.
- 8.3.2 The Management Committee shall notify each member annually of the subscription/class fees due and payable by that member.

8.3.3 Members shall pay their subscription/class fees within such time limits as may be prescribed by the Management Committee from time to time.

8.4 **liabilities**

Members shall not be liable to meet the debts, engagements or liabilities of the Ashrama and the liabilities shall be limited solely to the amounts due by them in respect of the entrance or subscription fees payable by them in terms of this constitution.

9. **Meetings of members**

9.1 **general meetings**

9.1.1 Members of the Ashrama shall meet at a general meeting at least annually, and at any other time deemed necessary by the Management Committee.

9.1.2 Written notice of annual and special general meetings, clearly stating the purpose of such meetings, shall be given by the Secretary to members at least fourteen days prior to the holding of such meetings.

9.1.3 The annual general meeting of members shall be held not later than three months after the last day of the financial year.

9.1.4 The business of the annual general meeting shall include

9.1.4.1 The adoption of the annual reports of the Chairperson on activities for the financial year;

9.1.4.2 The approval of the annual financial statements;

9.1.4.3 the election of members of the Management Committee for the period until the next annual general meeting;

9.1.4.4 the appointment of an Accounting Officer;

9.1.4.5 considering such resolutions in respect of which proper notice has been given; and

9.1.4.6 general discussion.

9.2 **special general meetings**

Special general meetings of members shall be convened in accordance with sub-clause 10.1.2 at the instigation of at least 5 members who shall submit in writing to the Secretary a request for such meeting signed by all 5 members.

9.2.1 The management Committee shall call such special general meeting within four weeks of receipt of the formal request for such meeting.

9.2.2 The purpose of a special general meeting of members of the Ashrama shall be to consider a resolution of which proper notice has been given and the Management Committee shall only be obliged to call a special

general meeting of the Ashrama at the request of members, if, when requisitioning such a meeting, they set out details of the resolution(s) to be considered.

9.3 quorum

The quorum for any general meeting of the Ashrama shall be fifteen members, or such lesser number of members as is equal to at least one-third of all members of the Ashrama in good standing, present at the time that the general meeting commences.

9.4 adjournment

Should any general meeting have been properly convened but no quorum be present the meeting shall stand adjourned to another date, which shall be within seven days thereafter. At such reconvened general meeting the members then present shall be deemed to constitute a quorum.

9.5 voting

9.5.1 Decisions taken at general meetings, except in the case of Amendments to the Constitution and Dissolution of the Ashrama shall be by majority vote of those members present or represented by written proxy, provided that in the event of an equality of votes, the Chairperson shall have a casting vote in addition to his/her deliberative vote.

9.5.2 Voting at all meetings of the Ashrama (of general members and of Management Committee and sub-committees) shall be by a show of hands, unless otherwise decided.

9.6 minutes

The Management Committee shall procure that minutes of the meeting are prepared and recorded in a minute book of the Ashrama and minutes signed by the chairman as being correct shall be conclusive evidence of the happenings at any meeting of members.

9.7 indemnity

A member shall not be liable for any loss sustained by the Ashrama under any circumstances except, subject to any statutory provision to the contrary, a loss sustained as a result of his/her gross negligence or dishonesty

10. Financial year end and financial statements

10.1 year end

The financial year of the Ashrama shall commence on 1 March each year and shall end at the end of February the following year.

10.2 accounts

10.2.1 The Management Committee shall cause to be kept such books of account as are necessary to exhibit a true and fair view of the state of

the Ashrama's affairs and such books shall be kept at such place as the Management Committee thinks fit.

10.2.2 The Management Committee shall cause to be prepared and laid before the Ashrama at each annual general meeting, an "income and expenditure account" for the financial year and a "balance sheet" as at the end of each financial year.

10.2.3 Each balance sheet shall be accompanied by a report of the Management Committee as to the state and condition of the Ashrama and the report, income and expenditure account and balance sheet shall be signed by two officers of the Management Committee appointed by the Management Committee for that purpose.

10.2.4 An annual financial statement of the Ashrama for each financial year shall be prepared in the same manner, *mutatis mutandis* as the annual financial statements of an "association not for gain" registered under the provisions of the Companies Act then in force in the Republic of South Africa are prepared.

10.2.5 The annual financial statements, when approved by the Ashrama's Accounting Officer and all the trustees shall be signed by at least one independent trustee and one other trustee authorised to do so.

10.2.6 Copies of the signed annual financial statements shall then be sent to all the trustees.

10.3 **accounting officer**

Immediately after the Master has issued letters of appointment to the founding trustees they shall appoint an independent firm of accountants nominated by the trustees as the Accounting Officer to the Ashrama for the period and on the terms and conditions determined by the trustees. The trustees shall fill any vacancy from time to time in that appointment. The appointment of the Accounting Officer may be terminated, from time to time, by not less than the specified majority of the trustees.

10.4 **bank accounts**

10.4.1 The Ashrama shall open such accounts with such banks as may be determined by the Management Committee.

10.4.2 All monies received by the Ashrama shall be paid into, and all payments made by the Ashrama shall be made by electronic transfer, cheque or cash on such bank accounts.

11. **Amendment**

11.1 This constitution may not be varied, added to, deleted from or substituted except at a general meeting of the Ashrama called in terms of a notice giving full details of the variation, addition, deletion or substitution.

11.2 No resolution varying, adding to, deleting or substituting this constitution shall be passed save by a two-thirds majority of members present and voting at the meeting considering any resolution to that effect.

11.3 A copy of all amendments to the Constitution must be submitted to the Commissioner for the South African Revenue Service.

12. Dissolution

12.1 The Ashrama may only be dissolved if at least 75% of the members present and all of the trustees voting at a meeting convened for the purpose of considering such a matter are in favour of dissolution.

12.2 In the event of dissolution, the Management Committee shall be empowered by the trustees to dispose of the assets of the Ashrama by redeeming all the liabilities of the Ashrama from its funds and transferring the balance (if any) of the funds and assets to such other charitable organisation having similar objectives. The Management Committee will decide which organisation this will be.

12.3 On dissolution of the Ashrama the remaining assets must be transferred to any public benefit organisation, which has been approved in terms of section 30 of the Act, any institution board or body which is exempt from the payment of income tax in terms of section 10(1)(cA)(i) of the Act, which has as its sole or principal object the carrying on of any public benefit activity, or any department of state or administration in the national or provincial or local sphere of government of the Republic, contemplated in section 10(1)(a) or (b) of the Act.

SIGNED AT CAPE TOWN BY THE TRUSTEES ON THE DATES SPECIFIED

1.	<u>Cynthia Muhl</u>	Date: <u>12.10.2009</u>
2.	<u>[Signature]</u>	Date: <u>12.10.2009</u>
3.	<u>P. G. Venkatakrisnan</u>	Date: <u>12.10.2009</u>
4.	<u>[Signature]</u>	Date: <u>12.10.2009</u>
5.	<u>[Signature]</u>	Date: <u>12.10.2009</u>

I certify that no changes have been made to this Constitution, other than those stipulated by SARS and set out in an e-mail received from Estelle van Zyl dated 10 September 2009.

[Signature]

Date: 12/10/2009

Chairperson
Management Committee