Bry. 591

### : DEED OF TRUST:

THIS DEED OF TRUST is made and executed on this the 22<sup>nd</sup> day of January, 2014, at Bangalore,

#### BY AND AMONGST;

Mrs. Indira Basapa, aged about 54 years, daughter of late Lt. Col. Chik Basapa, presently residing at No.7/1A, Edward Road, Bangalore – 560 052, Karnataka, India hereinafter called the 'Author' (which expression shall, unless excluded by or repugnant to the context, be deemed to include his executors, administrators and representatives) of THE ONE PART,

#### AND;

- (1) Mr. Aly Askar Mirza, Son of Mrs. Indira Basapa and Dr. Hasneyn Mirza, Aged about 23 years.
- (2) Mr. Fouaad Mirza, Son of Mrs. Indira Basapa and Dr. Hasneyn Mirza, Aged about 21 years.

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Page **1** of **11** 

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ಹಲಸೂರು ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಶಿವಾಜಿನಗರ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 23-01-2014 ರಂದು 12:25:39 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

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2	ಸೇವಾ ಶುಲ್ಕ	530.00
	ಒಟ್ಟು :	730.00

ಶ್ರೀಮತಿ Mrs. Indira Basapa ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	<b>対</b> 参
ಶ್ರೀಮತಿ Mrs. Indira Basapa			foliabaset

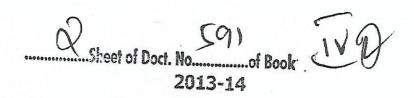
್ರಿ ಹಲಸೂರು, ಬೆಂಗಳೂರು

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	<b> </b>
1	Mrs. Indira Basapa . (ಬರೆದುಕೊಡುವವರು)			hode beard
2	Mr. Aly Askar Mirza . (ಬರೆದುಕೊಡುವವರು)			Min

PAGE No. -2

ಉಪನೋಂದಣಾಧಿಕಾರಿಗಳು . ಹಲಸೂರು, ಬೆಂಗಳೂರು



Both residing at No.7/1A, Edward Road, Bangalore – 560 052, Karnataka, India, hereinafter jointly, along with the Author, shall be referred to as the 'Trustees' (which expression shall, unless excluded by or repugnant to the context, be deemed to include the Trustee or Trustees for the time being of these presents and their successors in office) of THE OTHER PART.

WHEREAS the Author is desirous of establishing a trust for the objects mentioned hereinafter ("Trust");

AND WHEREAS the Trustees have, at the request and along with the Author, agreed to act as the first Trustees, of these presents as testified by their being parties to and executing these presents;

AND WHEREAS it is necessary to declare the objects and terms of the Trust, being constituted under these presents.

# NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

- 1. That, in order to effectuate her aforesaid desire, the Author has set apart, a sum of Rs. 5000/- (Rupees Five Thousand only) (hereinafter called the 'Trust Fund' which expression shall include cash and any other property or investments of any kind whatsoever into which the same or any part thereof might be converted, invested or varied from time to time or which may be acquired by the Trustees or may come to their hands by virtue of these presents or by operation of law or otherwise howsoever in relation to these presents), and the Trustees shall hold and stand possessed of the same upon the Trust subject to the powers, provisions, agreements and declarations hereinafter contained.
- That the name of the Trust shall be "Leela Trust" and its office shall, for the present, be situate at No.7/1A, Edward Road, Bangalore – 560 052, Karnataka, India, and/or at such other place or places as the Trustees may decide from time to time.
- 3. That the objects for which this Trust is established are:
  - a) To establish, maintain, manage, develop, run, support schools, colleges, libraries, reading rooms, universities, laboratories, research and other institutions of the like nature in India, for use of the students and the staff and also for the development

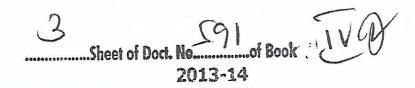
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3	Mr. Fouaad Mirza . (ಬರೆದುಕೊಡುವವರು)			Journay mr. J.



and advancement of education and diffusion of knowledge amongst the public in general.

- b) To establish, maintain and run studentships, scholarships and render other kind of aid to students including supply of books, stipends, medals and other incentives to study, without any distinction as to caste, colour, race, creed or sex.
- c) To promote, establish, support, maintain or grant aid to institutions for the promotion of science, literature, music, drama and fine arts, for the preservation of historical monuments and for the research and other institutions, in India, having similar objects for the benefit of the public in general.
- d) To establish and develop institutions for the physically handicapped and disabled or mentally retarded persons and to provide them education, food, clothing or other help.
- e) To grant aid or render assistance to other Trusts or institutions.
- 4. That the Trust Fund may be augmented by the income from the initial fund and also by donations and other contributions from time to time.
- 5. That the Trust Fund may be applied for any other purposes other than those specified in Clause 3 hereinabove, as decided by the Trustees by majority., and in the modes specified under the provisions of Section 13(1)(d) read with Section 11(5) of the I.T. Act, 1961, as amended from time to time.
- 6. That the Trustees shall always and regularly maintain proper accounts of the Trust which shall be kept at the office of the Trust. The accounts shall be duly audited by a Chartered Accountant. Every year, the accounts shall be closed by 31st March.
- 7. That for the furtherance of the objects of the Trust, the Trustees shall have the following powers and obligations:
  - The Trustees shall ensure that the school, college and other institutions established by the Trust gets proper land, building

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1	Mrs. Nandini Rao No. 79/, 1st Cross, Ramaiah Reddy Layout, Nandidurga Road, Bangalore-46	Warehin Rus.
2	Ramesh No. 85, CMH Road, Ulsoor, Bangalore	(Come)

್ರಿನ್ನೆ ಪ್ರಾಸ್ತ್ರವಾಗಿ ಕಾರಿಗಳು ಹಲಸೂರು, ಬೆಂಗಳೂರು

The name of the trust shall be 'Leela Trust'.

ಗರ್ಧೆಯಿಯ್ಯ. ಶ್ರ ಉತ್ತನೋಂದಳಾಧಿಕಾರಿಗಳು

್ಷಹಲಸೂರು, ಬೆಂಗಳೂರು ಪ್ರೀ

4 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು ನಂಬರ HLS-4-00591-2013-14 ಆಗಿ ಸಿ.ಡಿ. ನಂಬರ HLSD90 ನೇ ದ್ದರಲ್ಲಿ ದಿನಾಂಕ 23-01-2014 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

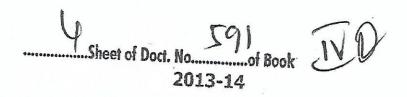
ಗ್ರಾಮಿಯ ನ್ಯಾಸ್ಟ್ ಗ್ರಾಮಿಯ ನಿರ್ವಹಿಸುವ (ಹಲಸೂರು)

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Designed and Developed by C-DAC, ACTS, Pune

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PAGE No. 6-



equipment, furniture and qualified staff at least as per norms of the concerned Board/authorities.

- ii. The Trustees shall ensure that the school, college and other institute established by the Trust is run as a community service and not as a business and that commercialization does not take place in the school in any manner whatsoever.
- iii. The Trustees shall ensure that the funds accrued from the school, college and other institute is spent for the benefit of and expansion of such school, college or institute.
- iv. The Trustees shall safeguard the autonomy of the Principal and provide him/her total support except when the Principal goes against the established and clear directives laid down by the management.
- v. The Trustees shall have control over the management committee and shall approve the budget/tuition fees and annual charges etc., for the school, college and other institution established by the Trust.
- vi. The Trustees shall have control over any capital expenditure i.e., on land and the construction of building, its expansion and procurement of major equipments for the school, college and other institution established.
- vii. The Trustees shall generate funds for the needs of the school, college and other institution whether it is recurring or nonrecurring.
- viii. The Trustees shall ensure that the school, college or institution as the case may be, has the basic essential facilities such as laboratory equipment, equipment for games and sports and other co-curricular activities, library books etc.
  - ix. The Trustees shall have the powers to constitute Selection Committee/Departmental Promotion Committees for various categories of staff.

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# ಕರ್ನಾಟಕ ಸರ್ಕಾರ ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ Department of Stamps and Registration

# ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀಮತಿ Mrs. Indira Basapa , ಇವರು 1000.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವದನ್ನು ದೃಡಿಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	1000.00	D D No. 448431, dt. 23/01/2014, drawn on Canara Bank, Bangalore
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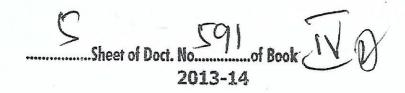
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ದಿನಾಂಕೆ: 23/01/2014

ರ್ಷ ಸ್ಥಾನ್ಯಂದಣಿ ಮತ್ತು ಯುಕ್ತ ಆಧಿಕ್ಕಾರಿ ಉತ್ತಾರ್ಮಿಕೊಂಡು ಪ್ರಾಥಿಕಾರಿಗಳು (ಹಲಸ್ಕೂರು) ಕಲಸ್ಕಾರು, ಬಂಗಳೂರು

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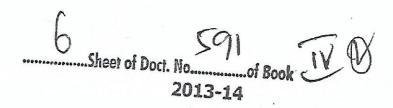


- x. The Trustees shall have powers to lay down conditions of service as per norms of the Education Board/Government and other concerned authorities, and to approve promotion/appointment/termination of the employees as well as to grant special increments or rewards to the staff.
- xi. To accept any donation, contribution, grant or subscription in cash or in kind, from any person(s), body of persons or Trust, with or without conditions.
- xii. To apply the whole or any part of the income of the Trust, or the Trust Fund or accumulations thereto, to any one or more of the objects of the Trust, as the Trustees may, in their discretion, deem fit from time to time.
- xiii. To deal with the Trust property and/or any investments for the time being, to meet the objects of the Trust.
- xiv. To invest the Trust Fund for effectual implementation of the object of the Trust.
- xv. To borrow or raise or secure payments of moneys either with or without security.
- xvi. To let out, demise any immovable property comprised in the Trust Fund for such period and at such rent on such terms and conditions as the Trustees in their discretion may think fit.
- xvii. To open account in the name of the Trust, Trustees and/or Institutions run/ conducted by the Trust with a Bank or Banks, to operate such account and to give instructions to the Bank and to provide for opening and operation of such account by one or more of the Trustees or by an agent appointed by the Trustees.
- xviii. To adjust, settle, compromise, compound, refer to arbitration, all actions, suits, claims, demands and proceedings regarding the Trust.

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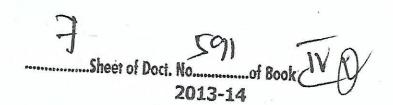


- xix. To appoint constituted attorneys or agents and to delegate to such attorneys or agents all or any of the powers vested on them under these presents and from time to time remove such attorneys or agents and to appoint other or others in his or their place.
- xx. To appoint or make provision for the appointment of any person (including all or any of the Trustees and committees or administrator or Managing Trustees or otherwise) for the purpose of the administration of the Trust in such manner and subject to such rules and regulation as the Trustees may prescribe and also to appoint or provide for the appointment of separate Trustees to hold any fund or investment subject to the provisions of this Deed in such manner and subject to such rules and regulations as the Trustees may from time to time think fit.
- xxi. To make, vary, alter or modify schemes, rules and regulations for carrying out the objects of the Trust and for the management of the affairs thereof and/or running any institution in furtherance of the objects of the Trust and otherwise for giving effect to the objects of the Trust.
- xxii. To start, abolish, discontinue and restart any institutions for the benefit of general public and to impose any conditions to any subscription or donation made by them.
- xxiii. To set apart and/or allocate the whole or a part of the income or the corpus of the Trust Fund or part thereof for any of the objects of the Trust.
- xxiv. To join, co-operate or amalgamate this Trust with other or others having kindred or allied objects, upon such terms and conditions as the Trustees may in their discretion think fit, particularly having regard to and in conformity with the objects and nature of this Trust.
- xxv. To give aid by way of donations out of the income or the corpus of the Trust Fund or otherwise, to different institutions,

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societies, organizations or Trusts in India which may have been established or which may hereafter be established for the like purposes mentioned in these presents or any of them to enable such institution, societies, Organization or Trustees to start maintain, or carry out such objects.

xxvi. To settle all accounts and to compromise, compound, abandon, or refer to arbitration any action or proceedings or disputes, claim, demand or things, as deemed proper for such purpose without being responsible for any loss occasioned thereby.

To apply to the Government, public bodies, urban, local, municipal, district and other bodies, corporation, companies, or persons for and to accept grant of money and of aid, donations, gifts, subscriptions, and other assistance with a view to promoting the objects of the Trust and to discuss and negotiate with the Government Departments, public and other bodies corporations, companies or persons, scheme and other work and matters within the objects of the Trust and to conform to any proper condition upon which such grants and other payments may be made.

xxviii. To take over or amalgamate with any other Trust, society, association, or institution with similar objects.

xxix. To establish, promote, manage, organise or maintain or to assist in establishing, promoting, managing, organising, or maintaining any branch of the Trust or any other Trust or its branch with objects similar to those of this Trust and to promote or carry on the affiliation or amalgamation of such other Trust with this Trust.

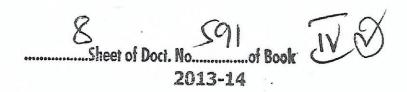
xxx. To take over, acquire, manage, control or aid any existing institution or institutions having objects either wholly or in part similar to the objects of this Trust and on such terms and conditions as may be thought expedient.

xxxi. To purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagement of any

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or more of the Trusts, societies, institutions or associations with which this Trust is authorized to amalgamate.

xxxii. To transfer all or any part of the property, assets, liabilities and engagements of this Trust to any one or more of the Trust, societies, institutions or associations with which this Trust is authorised to amalgamate.

To transfer and hand over the Trust to any other society, corporation, institution, trust or organisation on such terms and conditions as the Trustees shall in their absolute discretion think fit and proper to be held by the society, corporation, institution, trust or organisation with the powers, provisions, agreements and declarations, appearing and contained in these presents subject to such modifications as may be necessary and consequent to such transfer of the Trust fund. The Trustees for the time being of these presents shall become discharged from the Trust thereof relating to Trust Funds so transferred.

- 8. The Trustees shall be accountable only for such moneys, stocks, shares and funds as shall actually come into their hands and a Trustee shall not be answerable or accountable for neglect, default, acts or omissions or commissions of the other Trustees, nor of any banker or other person with whom the Trust properties or any securities may have been deposited or kept.
- 9. The Trustees will not be entitled to receive any remuneration, but the Trustees may reimburse themselves all expenses actually incurred by them in connection with the Trust or their duties relating thereto.
- 10. The number of the Trustees shall not be less than two and more than seven. If the number of the Trustees shall fall below two, the Trustees shall not, except for the purposes of filling any vacancy, act as Trustees under these presents, so long as the number of trustees is below the said minimum.
- The Author herself shall be the Managing Trustee of the Trust during her lifetime. Thereafter, the surviving Trustees shall appoint one among themselves to be the Managing Trustee.

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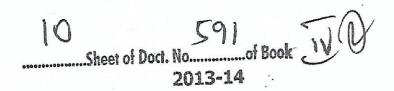
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- 12. The Managing Trustee for the time being will be at liberty to appoint additional Trustee/s within the number mentioned above for such period or on-such terms as to retirement and re-appointment as the Managing Trustee for the time being considers proper.
- 13. A person shall cease to be a Trustee either:
  - If he/she without leave of absence does not attend three consecutive meetings of the Trustees or for one calendar year, whichever is longer, or
  - If he/she is requested to resign by 3/4th or as near thereto as possible of the remaining Trustees
- Every Trustee will be at liberty to resign on giving one month's notice of his intention to do so.
- 15. The Trustees may from time to time frame rules for the conduct and regulations of the meetings of Trustees. In the absence of such regulations:-
  - Two Trustees shall form a quorum for a meeting of the Trustees.
  - b) All matters will be decided mutually by the Trustees.
  - c) Resolution passed without any meeting of the Trustees but by circulation thereof and evidenced in writing under the hands of two thirds of the Trustees shall be as valid and effectual as a resolution duly passed at a meeting of Trustees.
- 16. The Trustees shall have the power to determine in case of doubt whether any moneys or property shall for the purpose be considered as capital or income and whether out of income or capital any expenses or outgoings ought to be paid or borne and every such determination shall be binding and conclusive provided that nothing contained shall be deemed to authorize the Trustees to spend the income or corpus of the Trust for any purpose not authorized by these presents.
- 17. The accounting year of the Trust shall be the financial year ending on 3lst March, every year.

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- 18. The Trust and the Trust funds shall be and irrevocable for all times. The benefits of the Trust shall be open to all irrespective of castes, creed or religion
- The office of the Trust shall be situated at No.7/1A, Edward Road, Bangalore - 560 052, Karnataka, India, unless changed by the Trustees by two thirds majority.
- 20. It is expressly declared that no part of the Trust property or its income or any accretion thereto shall be applied for any purpose outside India or for any purpose which is not provided in this deed. The funds and the income of the Trust shall be solely utilized for the achievement of its objects and no portion of it shall be utilized for payment to the Trustees by way of profit, interest dividends etc.,
- 21. No amendments to the Trust Deed shall be made which may prove to be repugnant to the provisions of Section 2(15), 11,12 & 13 and 80G of the I.T. Act, 1961 as amended from time to time. Further no amendment shall be carried out without the prior approval of the Commissioner of Income-tax.
- 22. In the event of dissolution or winding up of the Trust, the assets remaining as on the date of dissolution shall under no circumstances be distributed among the Trustees but the same shall be transferred to another Charitable Trust whose objects are similar to those of this Trust and which enjoys recognition under section 80G of the I.T. Act, 1961 as amended from time to time.

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IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SEEN AND SUBSCRIBED THEIR RESPECTIVE HANDS, ON THE DAY, MONTH AND YEAR FIRST MENTIONED HEREINABOVE.

AUTHOR AND MANAGING TRUSTEE	TRUSTEE
Mrs. Indira Basapa	Mr. Aly Askar Mirza
Signature:	Signature:
TRUSTEE	-
Mr. Fouaad Mirza	,
Signature:	
WITNESS	WITNESS
Name: Mandini Pas.	Name: Could
Address: 79/N Ist Cross	Address: NO.85. CMH &
Ransah Reddy Layout- Nandidurg Road Barpaloreti	Address: No.85. CMH & Hawwin Birt.
Mandedorg Road Bargalorety	
Signature:	Signature:
Nachii Rus.	Rowell