

BNG(U)-JPN.....310.....2009-108-16

ಗುರುತಿಸುವವರು


ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	M. Kanda Swamy No 19, Brunton Road, Bangalore-25	<i>[Signature]</i>
2	Shankar Konanakunte, Bangalore.	<i>[Signature]</i>

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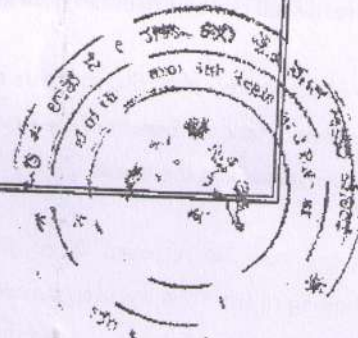
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The Name of the Trust; 'RADCLIFFE FOUNDATION BANGALORE'.


4 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು
ಸಂಖ್ಯೆ JPN-4-00340-2009-10 ಅಗಿ
ಸಿ.ಡಿ. ಸಂಖ್ಯೆ JPN51 ನೇ ಪುಸ್ತಕದಲ್ಲಿ
ದಿನಾಂಕ 08-10-2009 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ
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ಸಹಿ ರಚನಾ ರ (ಜಿ.ಎ. ಬಿ.ಎ.)

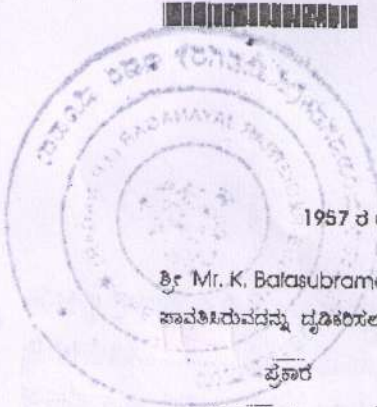
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Designed and Developed by C-DAC, ACTS
ಶಾಸ್ತ್ರಿಕಾಲ್ಕಿ
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ಕರ್ನಾಟಕ ಸರ್ಕಾರ
ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕೆಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ Mr. K. Balasubramanian (the Settler) , ಇವರು 500.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ನಗದು ರೂಪ	500.00	Paid in cash
ಒಟ್ಟು :	500.00	

ನೇ ಹಾಳೆಯ ಸಿ.ಎ. ಜಿಲ್ಲಾ
ಪತಿ ಸಂಖ್ಯೆ 230 2017 120 18

ಸ್ಥಳ : ಜಿ.ಪಿ. ನಗರ

ದಿನಾಂಕ : 08/10/2009

ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಇಂಚು ಅಧಿಕಾರಿ
(ಜಿ.ಪಿ. ನಗರ)

ಹಿರಿಯ ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
ಜಿ.ಪಿ. ನಗರ, ಬೆಂಗಳೂರು

Designed and Developed by C- DAC ACTS Pune.

BK IV 340/09-10



BNG(U)-JPN...340...2009-107-16
DEED OF DECLARATION OF TRUST

ಮುಂದಿರುತ್ತಿರುವುದು ನೋಡುವುದು ಸಿ.ಎ. ಕೆ.ಎ.ಎ.ಎ.
ಶ್ರೀ ಸಂಖ್ಯೆ 930 /2009-17-28/18

This Deed is made at Bangalore on this 29th Day of September 2009, between Mr. K. Balasubhmanian, S/o Sri Krishmurthy, R/o 101, Jains Prakruti, Jayanagar 7th Block, Bangalore - 560011 (hereinafter referred to as "the Settler") of the **ONE PART** and (1) Mr. K. Jayan S/o Late Ch. K R Krishna Pillai, R/o 54, First Main, IDBI Layout, Gottigere, Bannerghatta Road, Bangalore - 560083 (2) Mr. Abdul Khayum B, S/o Sh. Abdul Basheer R/o 27, 7th Main, BG Road, NG Palya, Bangalore - 29 (called the "Trustees") on the **OTHER PART**.

WHEREAS the settler is desirous to establish in at most for the objects and purpose as herein after expressed, and for this purpose she is desirous of establishing a Trust which shall hereinafter known as "**RADCLIFFE FOUNDATION BANGALORE**"

AND WHEREAS under the aforesaid purpose the settler is desirous of dedicating and settling apart a sum of Rs. 2000/- (Rupees Two thousand only) .

WHEREAS the trustees hereto have at the request of the settler given their consent to be the trustees along with the settler for administering the affairs of "**RADCLIFFE FOUNDATION BANGALORE**" in accordance with the terms and conditions hereinafter provided.

1. In pursuance to the said desire of the settler, the settler by these presents transfers and assign to the trustees a sum of Rs.2000/- (Rupees Two thousand only) to hold the same to the trustees upon the trust to be known as "**RADCLIFFE FOUNDATION BANGALORE**" and subject to the powers, provisions and agreement hereinafter laid and expressed concerning the same.

2. Name

The name of the Trust shall be "**RADCLIFFE FOUNDATION BANGALORE**"

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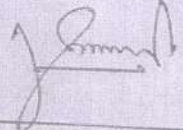
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2	ಸೇವಾ ಮೊತ್ತ	480.00
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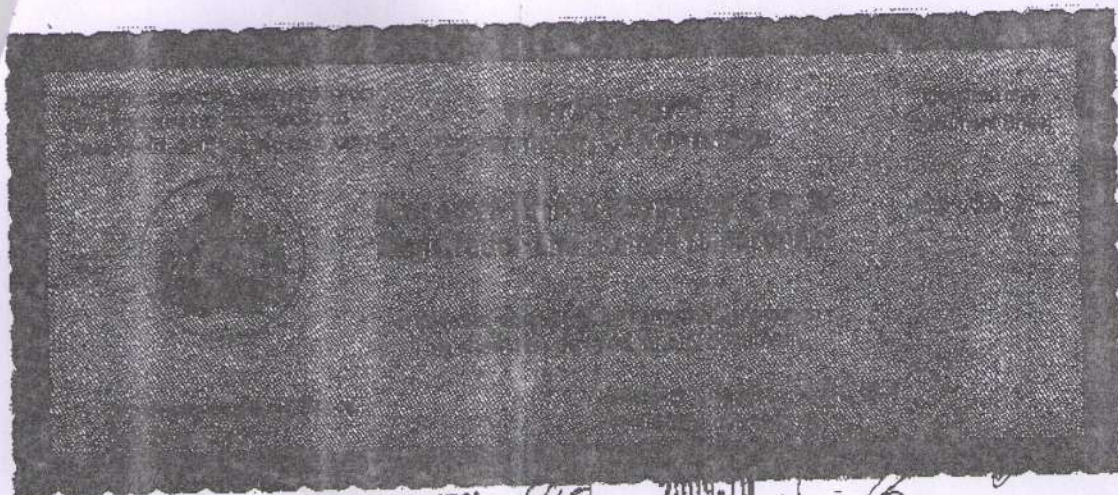
ಶ್ರೀ Mr. K. Balasubramanian (the Settler) ಇವರಿಂದ ಪಾಪರ ಮೊದಲಿಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚಿನ ಗುರುತು	ಹು
ಶ್ರೀ Mr. K. Balasubramanian (the Settler)			

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚಿನ ಗುರುತು	ಹು
1	Mr. K. Balasubramanian (the Settler). (ಬರೆದುಕೊಡುವವರು)			
2	Mr. K. Jayan (Trustees). (ಬರೆದುಕೊಡುವವರು)			

ಒರಿಯ ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
ಜಿ.ಎ. ನಗರ, ಬೆಂಗಳೂರುಒರಿಯ ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
ಜಿ.ಎ. ನಗರ, ಬೆಂಗಳೂರು



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3. Registered Office

The registered office of the Trust shall at 15th Mile Stone, Gottigere, Bannerghatta Road, Bangalore 560083.

4. Beneficiaries

The trustees shall apply and devote or pay the trust funds including the accumulated trust income/assets etc for pursuit of its objectives as stated hereinafter.

5. Funds of the Trust



The Assets, together with all further donations and contributions, in any shape or form made to the said Trust from time to time, and the income thereof and the stocks funds and properties representing the same shall be held by the trustees upon trust for the objects and purposes and subject to powers and provisions hereinafter set out. The surplus funds of the Trust shall be invested only in the modes or forms as prescribed under section 11(5) of Income Tax Act, 1961.

6. Objects

The objects and purpose of the trust is to:-

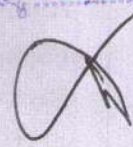
- a) To set, run kindergarten, primary schools, middle schools, secondary schools, senior secondary schools, technical institutions, colleges, student residencies, hostels, or other educational institutions for development of education for the benefit of public at large in India irrespective of caste, creed, religion or sex.

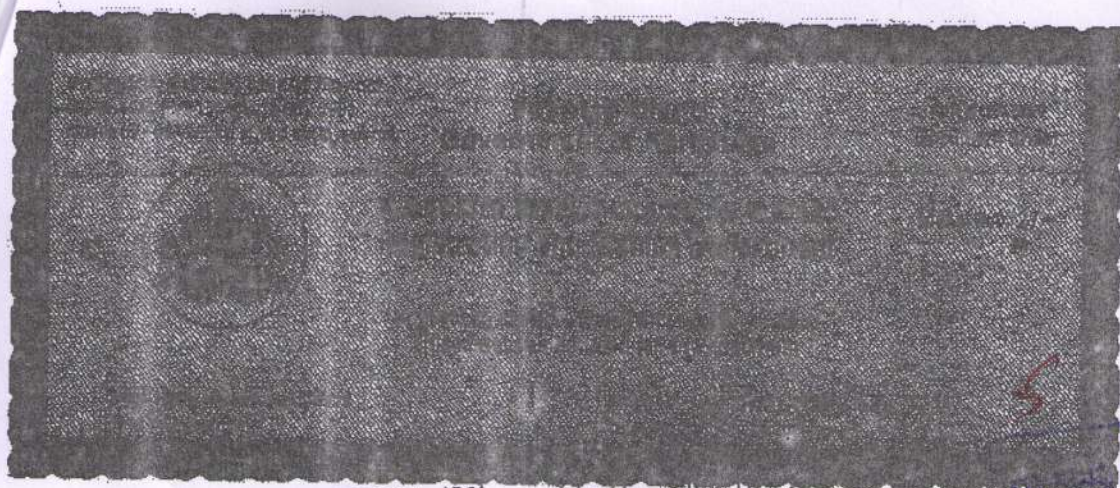
B. Abdul Wahid

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3	Mr. Abdul Khayum .B (Trustees) , (ಬರೆಯಬೇಕಾದವರು)			B. Abdul Kay

ಮುಖ್ಯಸ್ಥರ
ಹಿರಿಯ ಉಪ ನಿರ್ದೇಶಕರಾದ
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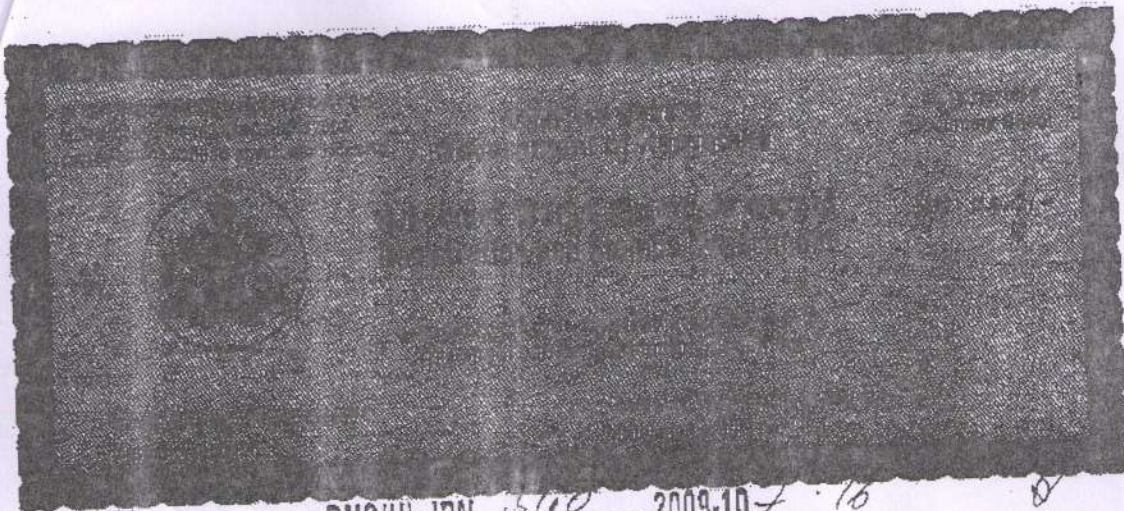
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- b) To impart primary/secondary education, under graduation/ graduation and post graduation education, education in Finance, Marketing & Management, Business Administration, Business Management, Public Relations, Sales Management, Tourism, Hotel Management, Banking, Insurance, Office Management, Healthcare, Engineering, Computer, Multi-media, Science, Architecture, Arts, Culture, Conservation and Restoration, Fashion Design, Graphic Design, Environmental Design to all common people irrespective of caste, creed, religion or sex.
- c) To provide means for giving Primary/Secondary Education, technical, industrial, and professional education & training in all professional fields.
- d) To establish or give grants and/or aids to schools, colleges, hostels, libraries, laboratories, and other educational institutions for the development of education or adopt, assist or help any existing educational institution without profit motive or to provide awards, scholarships or grants and/or aid to poor and deserving students and scholars;
- e) Undertake all acts, deeds and things connected with, incidental and to germane to the aforesaid objects,

7. Board of Trustees

The Trust shall be vested in a Board of Trustees (hereinafter called the Board) which shall consist of not less than 3 and not more than 10 trustees. The following first trustees constituting the Board are:

B. Abdul Kader



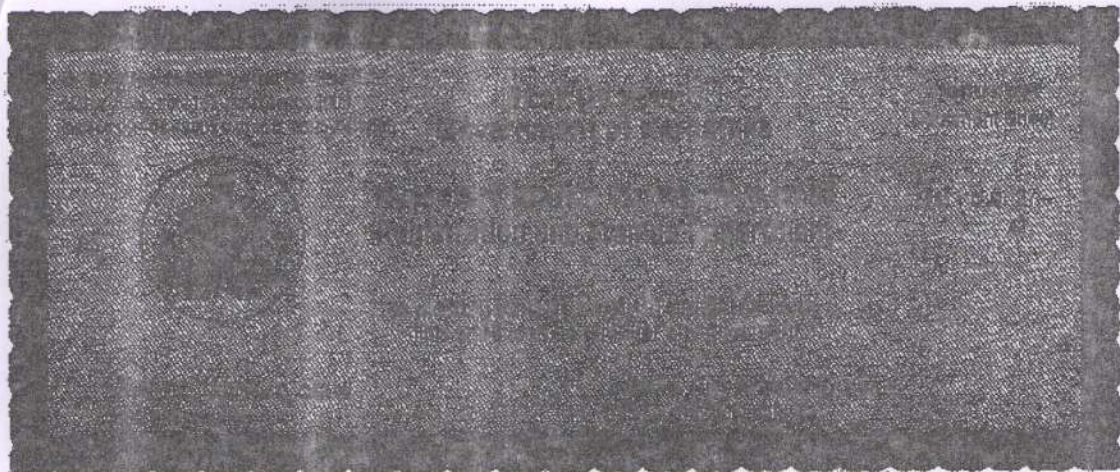
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1. Mr. K. Balasubramanian
2. Mr. K. Jayan
3. Mr. Abdukhayum B

ನಿರ್ದೇಶಕರು, ಸಿ.ಪಿ.ಯು.
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The persons for the time being constituting the Board shall have the power to increase the strength of the Board by appointing thereto one or more persons, whether on the same occasions, as trustee or trustees, but the total number of persons constituting the Board shall no time exceed ten.

8. The Board shall elect a Chairman from amongst themselves.
9. If any of the trustees shall die, or desire to retire, or refuse or become incapacitated to act as a trustee or take the benefit of the Insolvency Law, then, and in every such case, there shall be a vacancy in the Board.
10. A trustee may be removed from office for misconduct or for obstruction of the functioning of the Trust by a resolution adopted by two-third majority of the members of the board present and voting at a meeting specially called for the purpose.
11. Vacancies in the Board shall be filled by the remaining trustees at a meeting called for the purpose. Casual vacancies in the Board may be filled in the manner aforesaid for the unexpired part of the terms of the trustee causing the vacancy. A retiring trustee shall be eligible for re-election.
12. Vacancies in the Board shall not invalidate any of the proceedings of the Board.



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13. Quorum

The quorum for a meeting of the Board shall be 1/3 of the then existing members but not less than two.

14. Ordinary Meetings

The Board may meet as often as necessary and, in any event, not less than twice in a Calendar year.

15. Voting


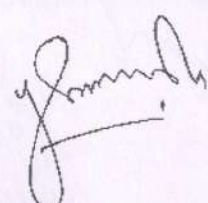
Decisions at the meeting of the Board shall be taken by a vote of the majority of the trustees present. In the case of equality of votes, the Chairman of the Board shall have a second or casting vote.

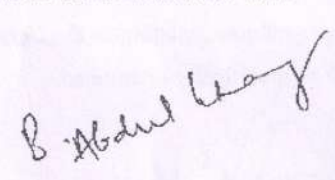
16. Executive Committee

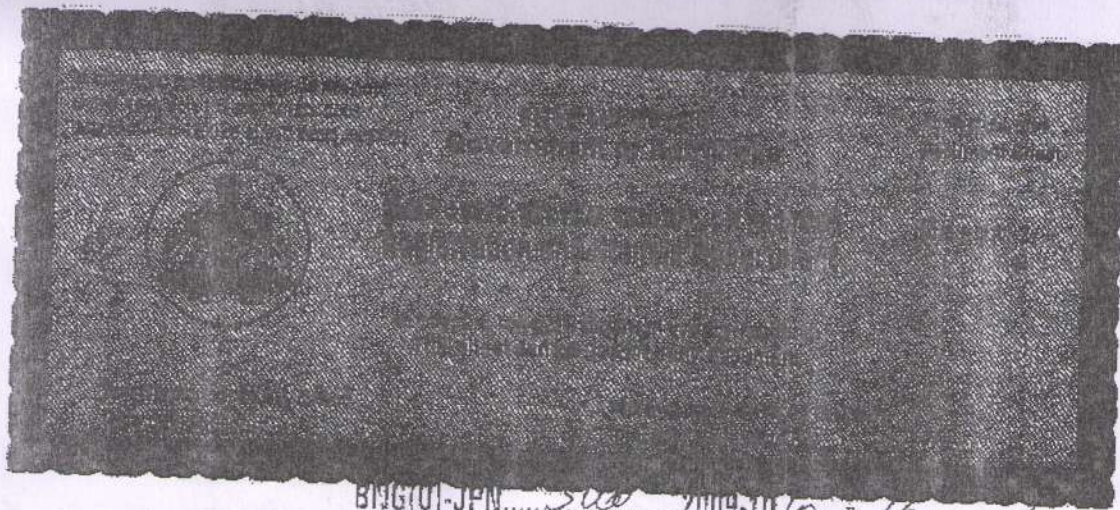
The Board shall elect from amongst themselves an Executive Committee consisting of not more than 5 members. Retiring members shall be eligible for re-election.

17. The Chairman of the Board shall ex-officio be the Chairman of the Executive Committee.

18. The Chairman may invite any person or persons, whether trustee or not, to assist the Executive Committee, but the person so invited shall not be entitled to vote.





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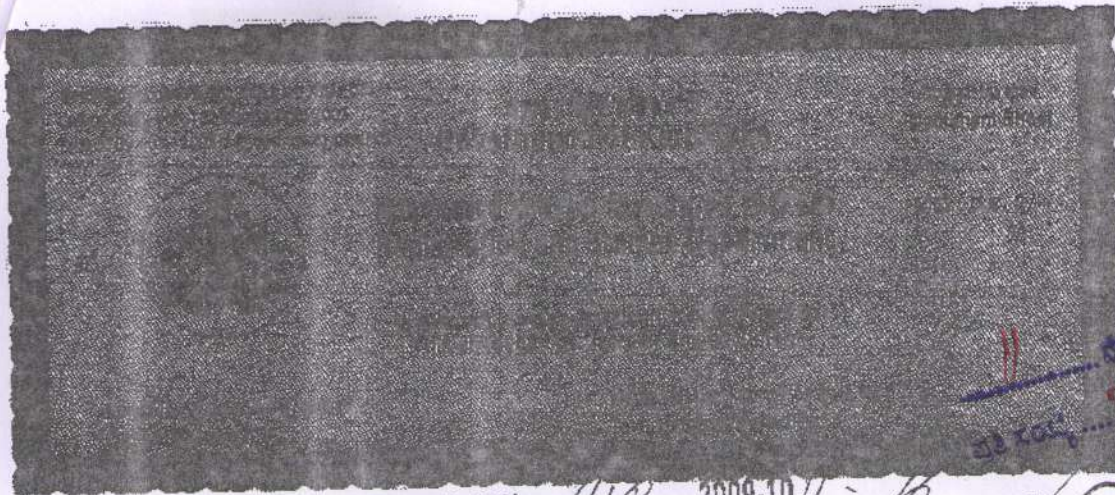
19. Secretary of the Trust

The Executive Committee shall appoint a Secretary of the Trust and determine the terms on which and the period for which he will hold office.

20. Function of the Board

The Board shall have the power and discretion to accept, upon such terms as it may think fit, any donations or contribution or gifts (whether such donation or contribution or gifts be in cash or other movable or immovable property) or grants, subsidy from Governments or Semi-Government agencies or other persons and to generate income from trust properties. Provided always that the terms upon which such donations or contribution or grants or subsidy shall be accepted shall not, in any way, be inconsistent with or repugnant to the objects of this Trust and that no other name shall be associated with the name of this Trust.

21. The Board shall, from and out of the income realised from the properties, assets and funds of the Trust, and from any other sources which may get, expand such sum or sums of money as they may deem proper towards the maintenance of the properties of the Trust, pay all rates and taxes, pay such sums towards the repayment of any borrowings by the trustees and meet all expenses which the trustees may in their discretion think necessary for the proper and efficient management of the Trust, and in particular pay the salaries and allowances of all staff and servants, purchase books, equipment and furniture, pay management contribution for the Provident Fund of the staff, Gratuity, Pension etc., award prizes or scholarships to students and incur any other items of expenditure, relating to the institutions, if any, under the Management of the Trust not hereinbefore specifically mentioned.



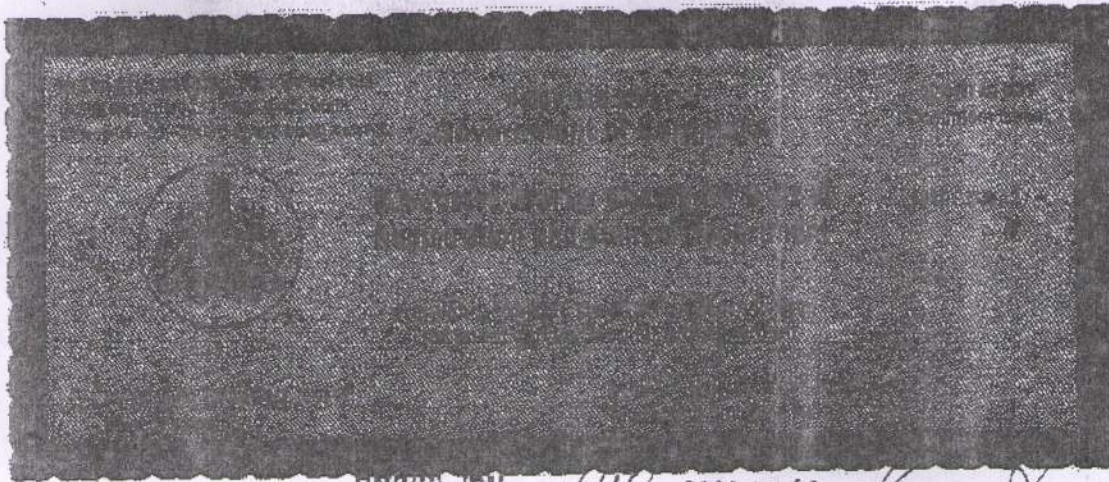
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22. Subject to the provisions of the Deed of Declaration and the overall control and supervision of the board, the Board shall carry on the management and administration of the Trust, and shall exercise all the powers and do all its deed and things as may be necessary for the purpose. The Board shall have the power to spend amounts as may be required in this behalf. Without prejudice to the general powers conferred on the Board the Board shall, inter-alia, be entitled:

- i) To receive donations in any form subject to applicable physical laws, to purchase or take on lease lands, buildings, equipments, materials and things, to erect and maintain buildings and other constructions and to sell, mortgage, dispose off or otherwise deal with all or any of the same as may be deemed fit;
- ii) To borrow from banks and financial institution from time to time such sums of money at such reasonable rate of interest for such period and on such terms, with or without security movable or immovable, and to secure payment thereof with interest by mortgage or by bond, promissory note, bills, hundies and other negotiable securities or any issue of debentures, as they may decide.
- iii) To institute, conduct, defend, compound, withdraw, compromise, adjust, refer to arbitration or abandon any legal or other proceedings, claims or disputes, by or against the Trust or trustees or against its officers or employees concerning the affairs of the Trust and to sign and verify vakalats, complaints, written statements, execution petitions, affidavits and other documents.
- iv) To appoint such staff in educational institutions or administering the Trust property on such terms as they may decide.

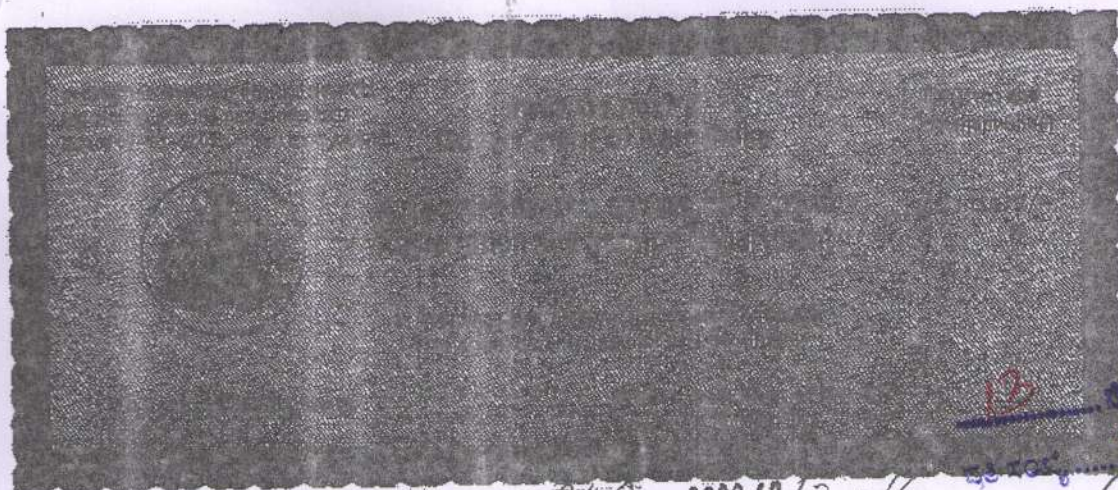
B. Abdul Wahab



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- v) To insure and keep insured, if deemed expedient, all or any of the buildings and other assets of the Trust and invest in securities approved by law relating to the Trust or in such manner as the trustees may think fit and proper in the best interest of the Trust; and
- vi) To open/close accounts in the name of the Trust/Trustees or Institution run/conducted by the Trust in any scheduled/unscheduled Bank, Post office or in any other financially sound institutions, and 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 / authorized persons by the Trustees.
- vii) To donate its Unit, assets (movable and immovable) to other charitable trust(s) / Educational Institutions having similar objectives.
- viii) To acquire by gift, purchase, exchange, lease or otherwise, lands, buildings or other immovable property together with all rights appertaining thereto.
- ix) To construct and maintain buildings, to alter or improve them and to equip them suitably.
- x) To raise funds for the Trust by gift, donation or otherwise.
- xi) To apply to the Government, public bodies, corporate, foundations, 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 objectives of the Trust.

23. The Board may, subject to such conditions and limitations as it may deem fit, delegate any of its functions to the Secretary or any other officer or employee of the Trust.



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24. Accounts

- a) The accounts of the Trust shall be audited as per provisions of Law of Income Tax Act 1961 by a Chartered Accountant or a firm of Chartered Accountants within the meaning of Chartered Accountants Act, 1949 (38 of 1949), who will be appointed by the Board
- b) The audited accounts of the Trust shall be adopted at a meeting of the Board called for the purpose.
- c) The account shall be maintained from 1st April to 31st March ending of each year.

25. Management

The Board shall have management of the affairs of the Trust and all supervision and Superintendence of the Trust and all institutions run by the Trust and all matters incidental thereto.

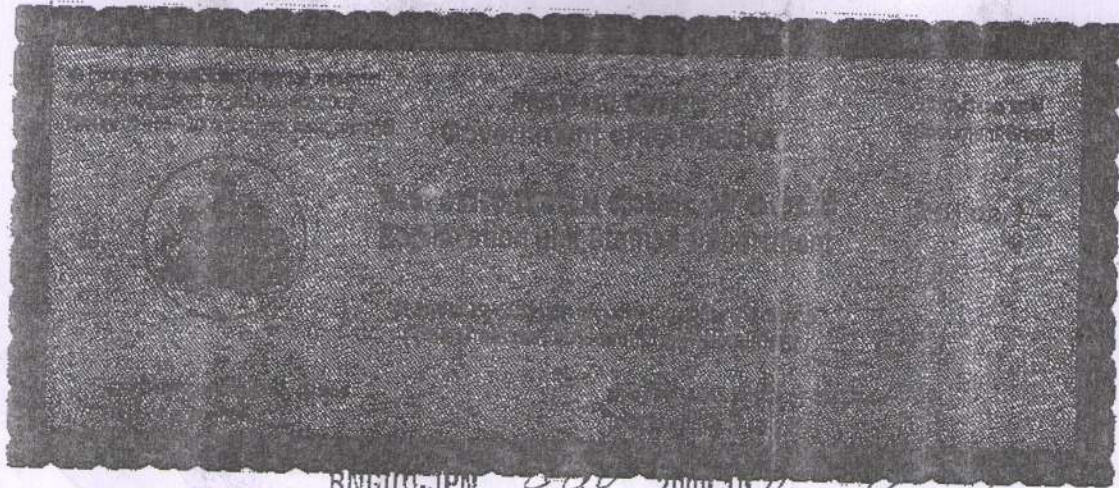
26. Indemnity

The trustees shall be chargeable only for such moneys, stocks, funds, deposits and securities as they shall actually receive, notwithstanding their signing any receipt for the sake of conformity, and shall be answerable or accountable only for their own deliberate or willful acts of omission or commission.

- 27. No trustee shall be liable for any breach of trust committed by the co-trustee except in respect of his own act and in respect of any property in his custody.

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28. Power to reimburse

The Trustee of these presents as well as the members of the Executive Committee are entitled to be reimbursed and also to pay and discharge out of the Trust fund, all expenses incurred by them or on their behalf in or about the execution of the Trust and the powers of these presents.

29. Allowances to Trustee Office-bearers

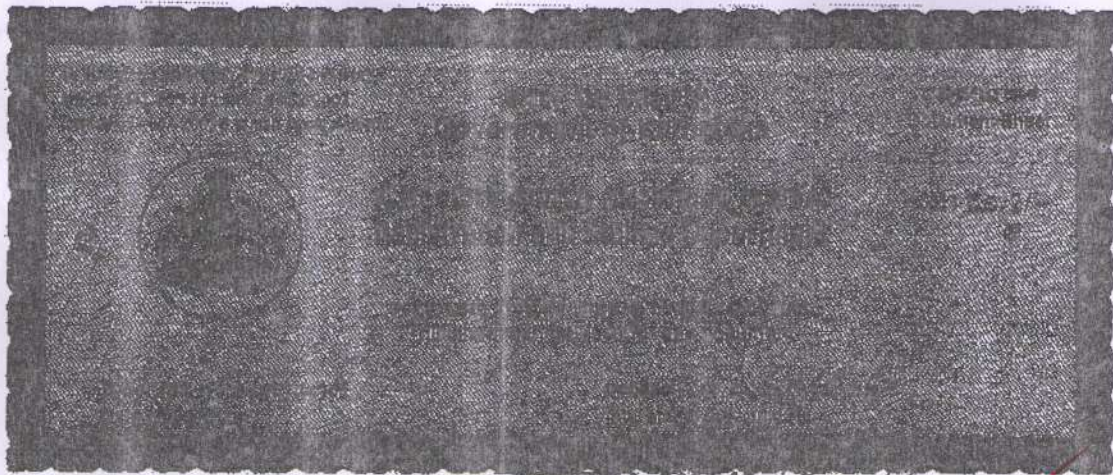
If at any time trustee act as whole-time office-bearers of the Trust or the Executive Committee or renders any special service, the Executive Committee/Board may in its discretion pay such remuneration or allowance to such trustee as it may think proper.

30. Regulations and Bye-laws

The Board and the Executive Committee shall each and separately be entitled to frame, modify, amend, alter or repeal rules and bye-laws, change the trust name, registered office for the purpose of administering the Trust, provided that in the event of any inconsistency or conflict in such rules/bye-laws, the rules and bye-laws framed, modified, amended, altered or repealed by the Board shall prevail.

31. This Trust and the Provisions relating to the appointment of the first Chairman of the Board are irrevocable, subject as aforesaid the terms of this Deed may be amended, altered or modified by a majority of 2/3 members of the Board present and voting in a meeting called for this purpose provided. However, that no amendment contrary to the objectives of the Trust hereinbefore set-forth shall be valid and effective.

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32. Jurisdiction of Courts

The competent courts in the Territory of Karnataka State shall have exclusive jurisdiction to decide any question regarding the interpretation and construction of this Deed or administration of the Trust and the related matters. In the event of such courts having concurrent jurisdiction with any other Court or Courts in respect of any claim of dispute against on by the Trust or Trustees or any other matter connected therewith, the competent Courts in the Territory of Karnataka State shall have jurisdiction to entertain, try and determine such claim or dispute in exclusion of such other court or courts.

33. Dissolution/Merger of Trust

In the event of dissolution or winding of the Trust, the trustees will be authorized to transfer at their discretion all the assets and liabilities to some other trust having similar objectives. And any property whatsoever shall not distributed or paid between the Trustees or the Settler of the Trust or any of them, but shall be given to any other Trust working for the same or similar objectives as those of the Trust.

Notwithstanding anything herein contained to the contrary, it is hereby expressly agreed that any provisions herein contained or anything authorized to be done, which would have the effect of directly or indirectly retransferring the whole or any part of the Trust Fund or the Income thereby to the Settler, are hereby prohibited and shall under no circumstances be deemed to be authorized hereunder.

34. The Trust hereby created is irrevocable.

B. Abdul Wahid

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CERTIFICATE UNDER RULE 10-A

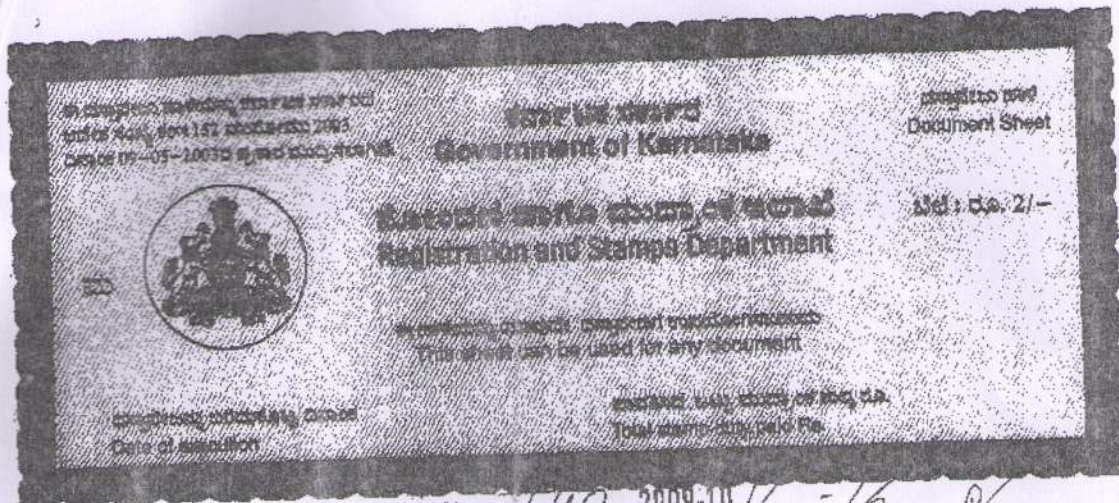
The Proper stamp duty of Rs. 10/-
(Rupees) Ten only
has been collected vide Rpt. No. 21/11/17 Dt. 21/11/17

Sub-Registrar
J.P. Nagar

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ಸಕಲಾಂಗಿ ಅರ್ಜಿ ಸಲ್ಲಿಸಿದವರು ಶಿ
ಸಕಲಾಂಗಿ ಅರ್ಜಿ ಸಲ್ಲಿಸಿದ ದಿನಾಂಕ 21/11/17
ಸಕಲಾಂಗಿ ಅರ್ಜಿ ಸಲ್ಲಿಸಿದ ದಿನಾಂಕ 21/11/17
ಸಕಲಾಂಗಿ ಅರ್ಜಿ ಸಲ್ಲಿಸಿದವರು shy
ಸಕಲಾಂಗಿ ಅರ್ಜಿ ಸಲ್ಲಿಸಿದವರು shy
ಸಕಲಾಂಗಿ ಅರ್ಜಿ ಸಲ್ಲಿಸಿದ ದಿನಾಂಕ 21/11/17





BNG(U)-JPN.....540.....2009-10/16-16 ✓

IN WITNESS WHEREOF, we have set our hands to there present on this 29TH day of September 2009.

Witnesses:

1. Shri
(M. KANDASWAMY)
19, Brundha Road
Bangalore - 25

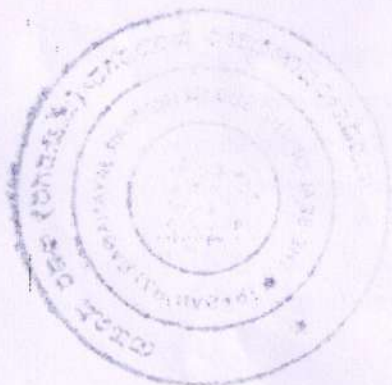
2. Shri
(S. LAKSHMI)
Kondagudi,
Bangalore - 62

18 29/09/2009
(K. Balasubramanian)

Settler

Shri
(K. Jayan)
Trustee

B. Abdul Wahid
(Abdul Khayum B)
Trustee



P. A. MONNAPPA
M.A.; D. P. M. R.; B. Ed. B. L.,
Advocate & Notary
No. 51, 17th Cross,
Mallawaram, Bangalore - 55