

IV 221) 24-25

ಕೆ. ದಾಖಲೆ ಸಂಖ್ಯೆ 24  
ಬಿ. ಸಂಖ್ಯೆ 221



೬೩ S/6:

**SUPPLEMENTARY TRUST DEED**

**THIS SUPPLEMENTARY TRUST DEED** is made and executed this **THURSDAY**, the **23<sup>rd</sup>** day of **JANUARY**, Two Thousand Twenty Five, (23-01-2025).

**By and Between:**

1. **Mr. DANYAL A. KAZI**, S/o. Mr. Abdur Rasheed Kazi, Aged about 79 years (26-07-1945), Residing at No.215, 1<sup>st</sup> Block, Koramangala, **Bengaluru-560 034**.  
**Aadhaar No.3537 4769 9816.**
2. **Mr. NISAR OOMER**, S/o. Mr. Suleman Oomer, Aged about 72 years (12-11-1952), Residing at No.40, 5<sup>th</sup> 'A' Block, Koramangala, **Bengaluru-560 034**.  
**Aadhaar No.5412 6432 3756.**
3. **Mr. JALEEL SHAFIULLA**, S/o. Late H. Abdul Jaleel, Aged about 57 years (20-05-1967), Residing at No.10, 6<sup>th</sup> Cross, Labagh Fort Road, Doddamavalli, **Bengaluru-560 004**.  
**Aadhaar No.6561 1911 1115.**
4. **Mr. MOHAMMED SAIFULLA**, S/o. Mr. Late Mohammed Ghouse, Aged about 67 years (01-07-1957), Residing at No.541, 10<sup>th</sup> Cross, 29<sup>th</sup> Main, BTM Layout, 2<sup>nd</sup> Stage, **Bengaluru-560 076**.  
**Aadhaar No.4570 2442 0213.**

1. *Danyal Kazi*

2. *Nisar Oomer*

3. *Jaleel Shafiulla*

4. *Mohammed Saifulla*

5. *Mohammed Ghouse*

6. *Mohammed Ghouse*

7. *Mohammed Ghouse*

8. *Mohammed Ghouse*

9. *M. K. Khaleel*

10. *Mohammed Ghouse*

11. *Tehfal*

1/23/25, 12:37 PM  
 1/23/25, 12:37 PM  
 221  
 2024-25

ಉ.ನೋ.ಗಾಂಧಿನಗರ(ಹೆಬ್ಬಾಳ), ಬೆಂಗಳೂರು



ಕರ್ನಾಟಕ ಸರ್ಕಾರ

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ

Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

Mr.JALEEL SHAFIULLA S/o Late H. Abdul Jaleel ಇವರು ₹2,000.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ.

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
E-Payment	100.00	Online Challan Reference Number RG0125000014911265 Dated:22/01/2025
E-Payment	1,900.00	Online Challan Reference Number RG0125000014911265 Dated:22/01/2025
Total:	2,000.00	

ಸ್ಥಳ :ಹೆಬ್ಬಾಳ

ದಿನಾಂಕ: 23/01/2025

ಉಪ ನೋಂದಣಿ ಮತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ  
 ಉಪನೋಂದಣಿ ಇಲಾಖೆ  
 ಗಾಂಧಿ ನಗರ (ಹೆಬ್ಬಾಳ), ಬೆಂಗಳೂರು

ದಸ್ತಾವೇಜು ಹಾಳೆ  
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ಉ.ನೋ.ಗಾಂಧಿನಗರ(ಹೆಬ್ಬಾಳ) 3/



೩ S/6:

5. **Mr. SHUHAB AHMED**, S/o. Mr. Nisar Ahmed, Aged about 66 years (10-05-1958), Residing at No. 174, Nagarawarapalya Road, CV Raman Nagar, **Bengaluru-560 093**  
**Aadhaar No.5245 2058 2248.**
6. **Mr. ZUBAIR ANWAR**, S/o. Mr. Anwar Noor Mohammed, Aged about 51 years (07-01-1973), Residing at No.18, Millers Tank Bund Road, Kaveriappa Layout, **Bengaluru-560 001.**  
**Aadhaar No.2929 0492 5766.**
7. **Mr. ABDUS SAMAD. B**, S/o. Mr. Abdul Salam.B, Aged about 41 years (20-11-1983), Residing at No. 6/10-1, 1<sup>st</sup> Main, BTM Layout 1<sup>st</sup> stage, **Bengaluru-560 029.**  
**Aadhaar No.3158 2979 4987.**
8. **Mr. MOHAMMED NAYAMATHULLA**, S/o. Mohammed Saifulla, Aged about 38 years (17-10-1986), Residing at No. K-31, Siddegowda Street, Dodda Mavalli, **Bengaluru-560 004.**  
**Aadhaar No.2215 2656 3344.**
9. **Mr. MOHAMMED KHALEEL ULLA**, S/o. Mr. J. Shafiulla, Aged about 34 years (25-12-1990), Residing at No.10, 6<sup>th</sup> Cross, LBF Road, Dodda Mavalli **Bengaluru-560 004.**  
**Aadhaar No.9304 9031 5246.**

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ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ :- IIBB-4-00221-2024-25

ಉ.ನೋ.ಗಾಂಧಿನಗರ(ಹೆಬ್ಬಾಳ), ಬೆಂಗಳೂರು

ಹೆಬ್ಬಾಳ ಉಪ ನೋಂದಣಿ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 23/01/2025 ರಂದು 12:34:45 ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	₹ ರೂ.ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	100.00
2	ಸೇವಾ ಶುಲ್ಕ	1,015.00
3	ಹೆಚ್ಚುವರಿ ನೋಂದಣಿ ಶುಲ್ಕ	100.00
	ಒಟ್ಟು	1,215.00

Mr.JALEEL SHAFIULLA S/o Late H. Abdul Jalcel ಇವರಿಂದ ಹಾಜರು ಮಾಡಲ್ಪಟ್ಟಿದೆ.

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	<b>Mr.JALEEL SHAFIULLA S/o, Late H. Abdul Jalcel</b> , 57, Resident of: No 10, 6th Cross Lalbagh Fort Road Dodda Mavalli, Bengaluru South, BENGALURU URBAN, KARNATAKA - 560004 (Presenter)		 Left Thumb	

ಉಪನೋಂದಣಾಧಿಕಾರಿ  
ಉಪನೋಂದಣಾಧಿಕಾರಿ  
ಹೆಬ್ಬಾಳ  
ಗಾಂಧಿ ನಗರ (ಹೆಬ್ಬಾಳ), ಬೆಂಗಳೂರು

ದಸ್ತಾವೇಜು ಬರೆದುಕೊಟ್ಟಿರುವುದುಂಟೆಂದು ಒಪ್ಪಿಕೊಂಡಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	<b>Mr.DANYALA. KAZI S/o Mr. Abdur Rasheed Kazi,</b> , 79, Resident of: #215, 3rd Main, 1st Block, Koramangala, Bengaluru South, BENGALURU URBAN, KARNATAKA - 560034 (Executant)		 Left Thumb	

ಉಪನೋಂದಣಾಧಿಕಾರಿ  
ಗಾಂಧಿ ನಗರ (ಹೆಬ್ಬಾಳ), ಬೆಂಗಳೂರು

ದಸ್ತಾವೇಜು ಹಾಳೆ  
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ಉ.ನೋ.ಗಣಧಿನಗರ(ಹೆಚ್ಚು)3/ಪಿಂಗಳಿನ



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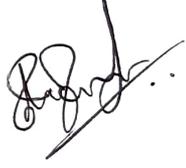
- 10. **Dr. SHAHEEN YUSUF**, D/o. Mr. Mohammed Yousuf, Aged about 52 years (08-08-1972), Residing at No.718, CMH Road, Indiranagar, **Bengaluru-560 038.**  
**Aadhaar No.3524 5279 1994.**
- 11. **Mr. TEHRAN PASHA**, S/o. Mr. Ahmed Shariff, Aged about 45 years (25-06-1979), Residing at No. 9/1, Masjid Road, near Kajol Beauty Parlour, Bismillah Nagar, **Bengaluru-560 029.**  
**Aadhaar No.2160 0793 4774.**

Hereinafter called the Trustees of the ONE PART, **WITNESSETH AS FOLLOWS:**

**WHEREAS**, author/trustees had formed a trust named “Bangalore South Welfare Trust”, and registered on 27-11-1984, which is duly registered as Document No.274/1984-85 of Book-IV, Volume-143, Pages 178-186, in the Office of the Sub-Registrar, Gandhinagar, Bengaluru on 12-12-1984, and subsequently the Trust Deed was reconstituted and a modification of Trust Deed was executed dated 04-05-1998, which is duly registered as Document No.29/1998-99 of Book-IV, Pages 39-43, Volume-307, in the Office of the Sub-Registrar, Gandhinagar, Bengaluru, on 12-05-1998.

**WHEREAS**, subsequently a resolution was passed for carrying out further amendments and modifications and decided to incorporate certain amendments in the Aims and Objects and the same were amended in conformity with the Clauses of Income Tax Act 1961 in the above trust and the same has been registered in the Supplementary Trust Deed dated 10-11-2009, which is duly registered as Document No.159/2009-10 of

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2	<p><b>Mr.NISAR OOMER S/o Mr. Suleman Oomer,</b>  , 72, Resident of: , No.40, 5th 'A' Block,  Koramangala, Bengaluru South,  BENGALURU URBAN, KARNATAKA -  560034 (Executant)</p>			
3	<p><b>Mr.JALEEL SHAFIULLA S/o Late H. Abdul Jaleel,</b>  , 57, Resident of: No 10, 6th Cross  Lalbagh Fort Road Dodda Mavalli,  Bengaluru South, BENGALURU  URBAN, KARNATAKA - 560004  (Executant)</p>			
4	<p><b>Mr.MOHAMMED SAIFULLA S/o Late Mohammed Ghouse,</b>  , 67, Resident of: No 541 10th Cross, 29th  Main BTM Layout, 2nd Stage, Bengaluru  South, BENGALURU URBAN,  KARNATAKA - 560076 (Executant)</p>			
5	<p><b>Mr.SHUHAB AHMED S/o Mr. Nisar Ahmed,</b>  , 66, Resident of: #174, Nagarawarapalya  Road CV Raman Nagar, Bengaluru North,  BENGALURU URBAN, KARNATAKA -  560093 (Executant)</p>			
6	<p><b>Mr.ZUBAIR ANWAR S/o Mr. Anwar Noor Mohammed,</b>  , 51, Resident of: No 18, Miller Tank Bund  Road Kaveriappa Layout, Bengaluru  North, BENGALURU URBAN,  KARNATAKA - 560001 (Executant)</p>			
7	<p><b>Mr.MOHAMMED NAYAMATHULLA S/o Mohammed Saifulla,</b>  , 38, Resident of: K-31, siddegowda Street,  Dooddamavalli, Bengaluru South,  BENGALURU URBAN, KARNATAKA -  560004 (Executant)</p>			
8	<p><b>Mr.MOHAMMED KHALEEL ULLA S/o Mr. J. Shafiulla,</b>  , 34, Resident of: #10,, 6TH CROSS,  LALBAGH FORT ROAD, DODDA  MAVALLI, Bengaluru South,  BENGALURU URBAN, KARNATAKA -  560004 (Executant)</p>			

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ಉ.ನೋ.ನಾಂಧಿನಗರ(ದಬ್ಬೆ/ಬೆ/ಬೆ)



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Book-IV and stored in CD No. GAND113, in the Office of the Sub-Registrar, Gandhinagar, Bengaluru

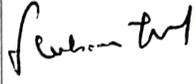
WHEREAS, except for Mr. Danyal A. Kazi, Mr. Nisar Oomer, Mr. Jaleel Shafiulla and Mr. Mohammed Saifulla, all other trustees had either passed away or resigned from the above mentioned trust, hence, from time to time new trustees were taken to the above Trust in accordance with the provisions of the Trust Deed.

WHEREAS, except for Mr. Danyal A. Kazi, Mr. Nisar Oomer, Mr. Jaleel Shafiulla and Mr. Mohammed Saifulla, all other trustees have either passed away or resigned from the above mentioned trust, hence, a resolution was passed dated 16<sup>th</sup> January 2024 and in pursuance thereof they have decided to admit

- Mr. SHUHAB AHMED,
- Mr. ZUBAIR ANWAR,
- Mr. B. ABDUL SAMAD,
- Mr. MOHAMMED NAYAMATHULLA,
- Mr. MOHAMMED KHALEELULLA,
- Dr. SHAHEEN YUSUF, and
- Mr. TEHRAN PASHA.

in place of the aforesaid trustees who have either passed away or resigned from the trust, the new Trustees have accepted their appointment in the aforesaid resolution dated 16<sup>th</sup> Jan. 2024 it was resolved to execute this deed so as to record the appointment of Eight New Trustees accordingly this Deed witnesseth.

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ಉಪನಿರ್ದೇಶಕರು (ಹೆಚ್ಚಾಳು), ಬೆಂಗಳೂರು				
9	<b>Mrs.Dr. SHAHEEN YUSUF D/o Mr. Mohammed Yousuf,</b> , 52, Resident of: 718, C M II Road Indiranagar, Bengaluru North, BENGALURU URBAN, KARNATAKA - 560038 (Executant)		 Left Thumb	
10	<b>Mr. TEHRAN PASHA S/o Mr. Ahmed Shariff,</b> , 45, Resident of: #9/1, Masjid Road, Bismillah Nagar, Bengaluru South, BENGALURU URBAN, KARNATAKA - 560029 (Executant)		 Left Thumb	
11	<b>Mr.ABDUS SAMAD. B S/o Mr. Abdul Salam.B,</b> , 41, Resident of: , No. 6/10-1, 1st Main, BTM Layout 1st stage, Bengaluru South, BENGALURU URBAN, KARNATAKA - 560029 (Executant)		 Left Thumb	

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ಹೆಚ್ಚಾಳು  
ಗಾಂಧಿ ನಗರ (ಹೆಚ್ಚಾಳು), ಬೆಂಗಳೂರು

### ಗುರುತಿಸುವವರು

SR.No	Identifier Name	Address	ಸಹಿ
1	A M Mohammed Nayazulla S/o Abdul Majeed (Identifier)	No. 20, Chamundinagar Main Road, R. T. Nagar Post,, Bengaluru North, BENGALURU URBAN, KARNATAKA - 560032	
2	Abdul Malik S/o T. A. Hasan Sab (Identifier)	No. 17,,2nd Floor, Phase-3, Manjunath Layout, Vijinapura,, Bengaluru North, BENGALURU URBAN, KARNATAKA - 560016	

ಉಪನಿರ್ದೇಶಕರು  
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ಹೆಚ್ಚಾಳು  
ಗಾಂಧಿ ನಗರ (ಹೆಚ್ಚಾಳು), ಬೆಂಗಳೂರು

ದಸ್ತಾವೇಜು ಹಾಳೆ  
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1/ನೇ ಪುಸ್ತಕದ 221 ದಸ್ತಾವೇಜಿನ 9 ನೇ ಪುಟ  
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ಉ.ನೂ.ಗಾಂಧಿನಗರ(ಹುಟ್ಟು 3/ಮಂಗಳೂರು)

**WHEREAS**, in pursuance of the resolution passed the Trust Deed after amendments carried on, under modification and reconstitution deed and under the resolution passed by Trustees as on today, shall be as detailed hereunder:

**NOW THIS SUPPLEMENTARY TRUST DEED  
WITNESSETH AS FOLLOWS:**

1. Name of the Trust : This Trust shall be called  
"BANGALORE SOUTH WELFARE TRUST".
2. PAN : AAATB2816M.
3. Registered Office : Hilal Schools, Dargah Mohalla, Old Madras Road,  
Dooravaninagar Post, Bengaluru-560 016.

4. **AIMS AND OBJECTS:**

- a) To promote unity amongst General public with a view to build a healthy and strong Nation and create friendship goodwill and mutual trust.
- b) To establish orphanages with an aim to board, lodge, cloth and educate the needy Orphan Boys and Girls of downtrodden people in particular and others in general, establish rehabilitation centers, hospitals, dispensaries, after-care units, schools, adult education centers, vocational and technical training institutions and libraries in and around Bengaluru.

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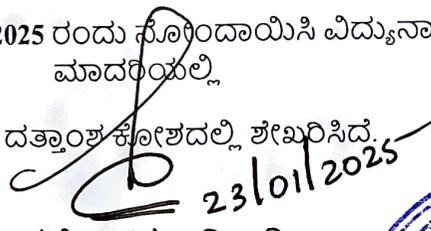
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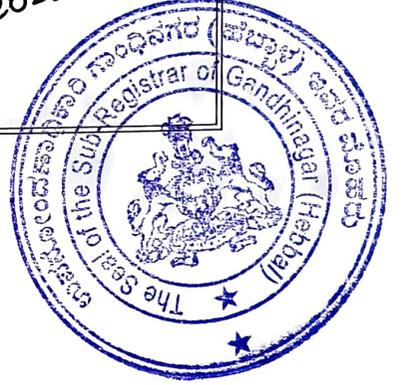
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ಉ.ನೋ.ಗಾಂಧಿನಗರ(ಹೆಬ್ಬಾಳ), ಬಂಗಲೂರು

  
4 ನೇ ಪ್ರಸ್ತುತದ ದಸ್ತಾವೇಜು  
ನಂಬರ್ **HBB-4-00221-2024-25** ಆಗಿ  
ದಿನಾಂಕ **23/01/2025** ರಂದು ಸೂಂಢಾಯಿಸಿ ವಿದ್ಯುನ್ಮಾನ  
ಮಾಢರಿಂಢಲ್ಲಿ  
ಕೇಂದ್ರಿತ ಢತ್ತಾಂಶ ಕೋಶಢಲ್ಲಿ ಶೇಖರಿಸಿಢೆ.  
  
ಉಪನೋಂಢಣಾಧಿಕಾರಿ  
**CHATTRA BA**  
ಗಾಂಧಿನಗರ (ಹೆಬ್ಬಾಳ)

GANDHINAGAR (HEBBAL), BENGALURU



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ಉ.ನೋ.ಗ್ರಾಂಧಿನಗರ(ಹಬ್ಬಳ್ಳಿ) 3/



೬೩ S/6:

- c) To assist, support and supplement the activities of sub-committees formed by the Trust to achieve the above objects.
- d) To promote, organize and subsidize relief and welfare activities.
- e) To protect, espouse and represent the interest of downtrodden people in particular and others in general.
- f) To seek the co-operation and assistance of the States, National Governments, National and International Organizations in the promotion of the activities, aims and objects of the Trust.
- g) To uphold the dignity of man to work for the implementation of the social justice and to foster love and unity amongst all people.
- h) To assist financially, socially and otherwise needy downtrodden people in particular and others in general.

5. FINANCIAL RESOURCES:

- a) Acquire by purchase, lease, mortgage, get loans, gifts, grant legacies, bequest, exchange, right, privilege or otherwise from any person, Company, Society, Government, Institution or Organization (Local or Foreign) or anybody whatsoever, movable or immovable properties of all description whatsoever deemed necessary or useful for any purpose of this Trust.

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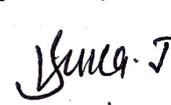
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ಲ.ಸೋ.ಗಾಂಧಿನಗರ(ವೆಬ್ಬಾಳೆ), ಬೆಂಗಳೂರು  
₹ 3/-

೬೩ S/6:

- b) Open, establish, conduct, maintain, manage, equip, close down, dispose of or deal with any of its Hospitals, Dispensaries, Schools, Libraries, Technical and Vocational Institutions and Training Centers.
- c) Erect buildings or structures, whatsoever to further any purpose or purposes of the Trust and to maintain develop, improve alter, repair, demolish or reconstruct the same or any portion thereof.
- d) To take, receive and accept any gifts in the shape of money or property, either movable or immovable, donations in any form and all forms and take steps for securing such contributions and funds and Grant-in-aids from the State or Central or other Governments from time to time.
- e) Alienate by way of sale, mortgage, lease, release loan, charge, hypothecation, pledge, exchange, hideout, gift or otherwise with or without security to properties on funds of the Trust or any portion or portions thereof including making or giving of subscriptions, contributions, assistance, pecuniary or otherwise to medical or educational or charitable and other institutions, bodies and persons as from time to time be necessary.
- f) Borrow and/or raise funds for the benefit of Trust, with or without security in any manner as the trustees deem fit and necessary and repay the same.
- g) To negotiate with and enter into arrangements with any Government or Authority, whether national, International State, Corporation, Boards,

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Universities and other Public bodies as may be conducive to the promotion or accomplishments of the aims and objects of this trust.

- h) To use all income from the Institutions manages by the Trust whenever necessary for the object of this Trust.
  - i) In general, to do or cause to be done all such acts and/or things as shall be conducive to the welfare of the beneficiaries of the Trust provided that such act/s are not contrary to or inconsistent with the spirit and principles under which this Trust has been created.
6. No Trustee and no member of the Advisory Board or the Managing Committee of this Trust shall have hereditary right to nominate any of his direct or distant relatives to the Trust. In other words, during his lifetime or on death or removal of any trustee for any reason, he trustee shall not nominate any of his relatives, direct or distant or anyone else to this Trust independently and individually by his act.
  7. The Office of the Trustees as well as those on the Advisory Boards and the Managing Committees shall be honorary and none of them are entitled to any remuneration whatsoever for carrying out their duties.
  8. Any Trustee of the Trust who becomes a bankrupt, lunatic, convicted, of a criminal offence, involving moral turpitude or neglect to take interest continuously for a period considerable or remains outside India without the written permission of the Board of Trustees for a year and more, such Trustee shall cease to be a Trustee of the Trust.

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ಉ.ನೋ.ಗಾಂ.ನಗರ(ಹಬ್ಬಾಳ),ಕೆ.ವಿ.ತಿ.ಕೂರು



೬೩ S/6:

9. Any Trustee may retire on giving one English Calendar months' notice in writing to the Board of Trustees of his intention to do so, in advance.
10. All deeds and other documents to be executed by or on behalf of the Trust shall be done by the Chairman/Secretary of the Trust.
11. The Trustees are wholly indemnified against any expenses and losses incurred or suffered or any payments made by them in the administration of the Trust and such expenses, losses and the payments shall be borne by the Trust and none of the Trustees shall in any manner be personally liable or responsible for the same.
12. The Trustees may reimburse themselves or discharge out of the said Trust Properties all expenses incurred in or for the execution of the objects of the Trust and in exercise of the powers vested in them.
13. The Trustees shall act jointly and should any difference of opinion arise at any time amongst them in relation to the doing or for bearing to do anything or otherwise, the opinion of the majority shall prevail and be binding and shall effectually be carried out.
14. The Board of Trustees may delegate any or all their powers to anyone or more of them and for such time and purpose as they deem fit.
15. This Trust shall be an independent trust in the sense that it will not now or in future, be a wakf trust and thus excluded from the purview of the State or General Wakf Act 1954.

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ಉ.ನೋ.ಗಾಂಧಿನಗರ(ಬೆಂಗಳೂರು) 3/2/2021



೬೩ S/6:

**16. BOARD OF TRUSTEES:**

There shall be Fifteen Trustees.

At present the following shall be the Trustees and shall continue as Board of Trustees during their lifetime or till they voluntarily resign or till remove for reasons stated in this Deed. The remaining four trustees can be added whenever there is a need.

- 1) Mr. DANYAL A. KAZI
- 2) Mr. NISAR OOMER
- 3) Mr. JALEEL SHAFIULLA
- 4) Mr. MOHAMMED SAIFULLA
- 5) Mr. SHUHAB AHAMED
- 6) Mr. ZUBAIR ANWAR
- 7) Mr. B. ABDUL SAMAD
- 8) Mr. MOHAMMED NAYAMATHULLA
- 9) Mr. MOHAMMED KHALEELULLA
- 10) Dr. SHAHEEN YOUSUF
- 11) Mr. TEHRAN PASHA

17. In the event of death or voluntary resignation or removal for reasons stated in the rules herein, of any trustees, the remaining members of the Trust shall select a member from Bangalore or surrounding, to fill the vacancy by a two third majority.

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ಉ.ಸೋ.ಗಾಂಧಿನಗರ(ಹೆಬ್ಬಾಳ), ಬೆಂಗಳೂರು



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18. **FUNCTIONS:**

(a) **Chairman:**

He shall preside over all the meetings of the Board of Trustees.

He will exercise his utmost care and diligence to see that all contributions cash or kind, any gifts, grant-in-aid from any source, or from local bodies or private organizations received for the orphans or orphan destitute are expended only for the purpose and under no circumstances will be utilized or permitted to be utilized by the Board of Trustees to divert such donations, contributions, gifts, grants-in-aid for other purposes.

He shall supervise all the affairs of the Trust in general.

He shall periodically inspect and make surprise visits to all the Institutions managed, owned and run by the Trust and scrutinize the budget, accounts and other documents and all financial statements of the Trust and its allied institutions.

He shall have a second or casting vote. He shall act individually as the Chairman or with the assistance of the other Trustee.

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**(b) Working Chairman.**

Working Chairman shall assist the Chairman in discharging his routine duties and assist him in day to day activities of the trust, which is necessary or deemed necessary. In the absence of Chairman, the working chairman shall carryout the duties of the Chairman.

**(c) Vice Chairman:**

In the absence of the Chairman, the Vice-Chairman will perform all the duties and functions of the Chairman except operations of bank accounts.

He shall assist the chairman in his duties.

Whenever required by the Chairman to act for him regarding all or any of the functions of the Chairman, he shall delegate such functions to him, except the operation of bank accounts.

He shall periodically inspect and make surprise visits to all the institutions of the Trust and report the matter to the Chairman.

He shall keep a vigil over the donations and contributions and see that no donations, contributions, gifts, grants-in-aid, or otherwise financial sources received for the orphans and orphan destitute are expended only for that purpose and under no circumstances will permit the Board of Trustees to divert such contributions, donations etc., for other purpose.

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**(d) Hon-Secretary:**

The Primary duties of the Hon-Secretary shall be to duly carryout the resolutions passed by the Board of Trustees and for implementing the decisions and directions of the Board of Trustees.

He shall be in charge of and responsible for the safe custody of all records relating to the administration of the trust and its properties.

He shall maintain a report of minutes of the proceedings and all meetings of the Trust.

He shall maintain a register of the trustees of this Trust and all committees appointed by the Trust.

He shall collect all dues to the Trust and remit them into the Bank.

He shall prepare the Annual Report of the Trust and of all committees appointed by the Trust.

He shall keep the entire staff under his direct control and supervision.

He shall properly maintain true and correct accounts of the Trust and sign the cash book and other records and affix his signature thereto.

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೬೩ S/6:

He shall, in consultation with the chairman, convene the board meetings atleast once in three months.

Ordinarily all correspondence relating to the Trust shall be in the name of the Secretary of the Trust.

He shall perform all such other acts as are provided under this Trust and all such due duties as are incidental to his office.

He shall be responsible for the ordinary working of the Trust.

He shall institute, prosecute and defend civil and criminal suite and other proceedings in which the Trust may be a party.

He shall collect rents from the properties of the Trust and issue proper and valid receipts therefore under his signature, duly countersigned by the Treasurer and shall be responsible for recovery of all the amounts due and payable to the Trust.

He shall place all the matters pertaining to the Trust before the meeting of the Board for consideration and concurrence.

He shall give effect to the decisions of the Board.

He shall perform all such acts as may be deemed fit and necessary to his office or/and as may be decided by the Board from the time to time.

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ಉ.ನೋ.ಗಾಂಧಿನಗರ(ಹೆಚ್ಚುಕೆರೆ ತೀರ್ಪು)



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**(e) Treasurer:**

He shall keep proper accounts of all the money received and disbursements made on behalf of the Board, its properties, and institutions and shall be primarily responsible for the safe custody of all books of accounts, documents, vouchers and papers relating to the financial matters of the Board and its properties.

The Treasurer shall be responsible for all the money spent by the Trust.

**(f) Joint Secretary:**

He shall assist the Secretary in the day-to-day activities.

**19. OPERATION OF BANK ACCOUNTS:**

The Bank/s account shall be jointly operated by any two of the following office bearers.

- 1) Chairman
- 2) Working Chairman
- 3) Secretary
- 4) Treasurer

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20. **MEETINGS:**

The Board of Trustees shall meet atleast once in three months to transact the business of the Trust.

A special meeting of the Board of Trustees may be convened at any time on the requisition of the Chairman or on the requisitioning by atleast six trustees of the Trust stating in writing the business for which they wish to call for the special meeting to be convened and the Board of Trustees shall then within seven clear days from the date of receipt of the written requisition, call a meeting for the consideration of the business.

If within half-an-hour from the time fixed for the ordinary meeting and special meeting, the prescribed quorum be not present, the meetings shall be adjourned to some other date fixed by the Chairman.

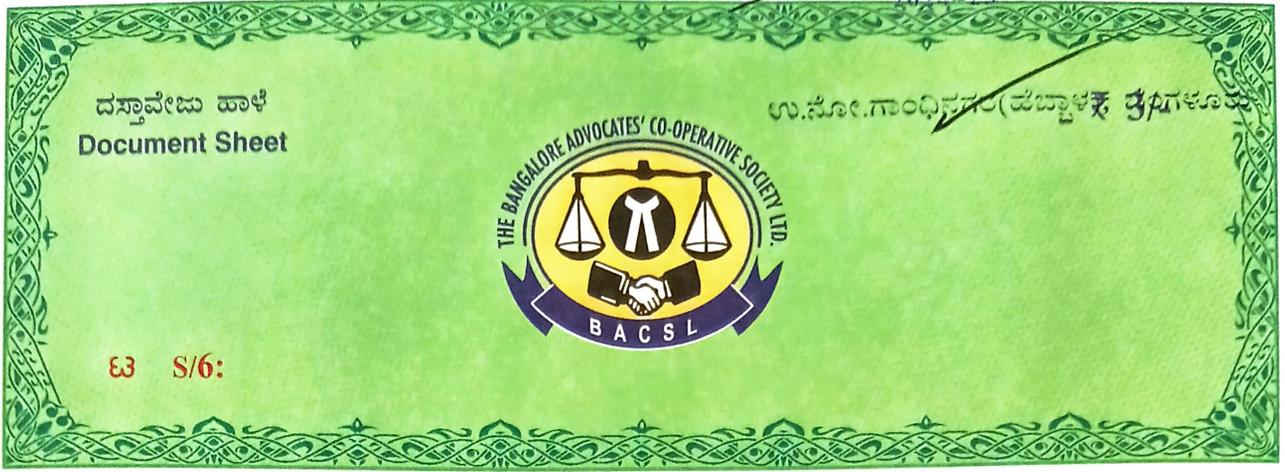
21. **NOTICE OF MEETINGS:**

Notice of meetings shall be sent as follows: In case of the Board Trustees Meetings.

(a) Five clear days ahead to all the Trustees by post under certificate of posting or by hand delivery.

In case of special meeting of the Board of Trustees if convened by the Chairman.

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(b) Twenty-four hours ahead of the meeting either by hand delivery or over the Telephone.  
In the case of the special meeting convened by atleast six trustees vide rule herein, within seven clear days from the date of receipt of the written requisition signed by all the six trustees.  
Except for adjourned meetings the Agenda shall always accompany the notice.

**22. QUORUM:**

- (i) The quorum for the meeting of the Board of Trustees will be six for transacting ordinary business.
- (ii) But if the matter for consideration relates to any of the Rules herein the Quorum shall be 2/3<sup>rd</sup> of existing trustees.

**23. COMMITTEES:**

The Board of Trustees shall appoint committees at any time to carry out any specific task, and the members of the Committee need not be Trustees of the Trust.

**24. ALTERNATIONS OF ADDITIONS:**

These rules may be altered, amended or added with any other rule by the Board of Trustees.

Provided the quorum for the meeting convened for this purpose will and shall be the total number of trustees less one.

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೬೩ S/6:

- (a) **Investment Clause:** The funds of the Trust shall be invested in the modes specified under the provisions of section 13(1) (d) read with section 11 (5) of the Income Tax Act 1961.
- (b) **Account Clause:** There shall be maintenance of all accounts of the Trust regularly. The accounts shall be audited by an auditor every year.
- (c) **Amendment Clause:** No amendments to the Memorandum of Association and rules and regulations shall be made which may provide to be repugnant to the provision of SS 2(15) 11 to 13 and 80 of Income Tax Act, 1961. However, no amendments shall be carried out without the prior approval of the Commissioner of Income Tax.
- (d) **Dissolution Clause:** In the event of dissolution or winding up of the Trust, the assets remaining as on the date of dissolution shall be under no circumstances be distributed among the trustees but the same shall be transferred to another charitable trust, society, association or institution whose objects are similar to those of this trust and which enjoys recognition under S 80G of the Income Tax Act, 1961.
- (i) The trust formed shall be irrevocable.
- (ii) The benefits of the trust shall be open to all irrespective of caste, reed and religion.
- (iii) The funds and income of the trust shall be open solely utilized towards the achievements of the objects and no portion of it shall be utilized for the payment to trustees by way of profits, interest, dividends, etc.,

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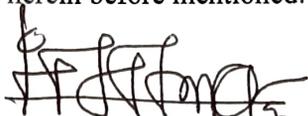
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63 S/6:

IN WITNESS WHEREOF, the TRUSTEES have unto set and subscribed their respective hands and affixed their signatures to this SUPPLEMENTARY TRUST DEED, on the day, month and year herein before mentioned.

  
(DANYAL A. KAZI)

  
(NISAR OOMER)

  
(JALEEL SHAFIULLA)

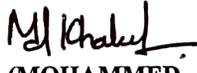
  
(MOHAMMED SAIFULLA)

  
(SHUHAB AHMED)

  
(ZUBAIR ANWAR)

  
(B. ABDUL SAMAD)

  
(MOHAMMED NAYAMATHULLA)

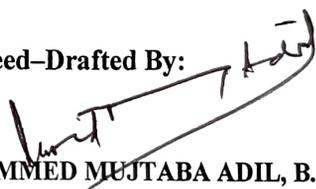
  
(MOHAMMED KHALEEL ULLA)

  
(SHAHEEN YUSUF)

  
(TEHRAN PASHA)

WITNESSES:

1.   
(AM Mohammed Nayazulla)  
s/o Abdul Majid  
# 20, Chamundinagar Main Rd,  
R.7. Nagar Post, B'lore-32

This Deed-Drafted By:   
MOHAMMED MUJTABA ADIL, B.A.L.,LL.B.,  
SYED KHASIM & ASSOCIATES  
Advocates  
No.1, 4<sup>th</sup> Cross, Shivaji Road, Shivaji Nagar,  
BENGALURU - 560 051.

2.   
(ABOUL MALIK)  
s/o T.A. Haban Lab.  
# 17, II Floor, Phase-3.  
Manjunath Layout.  
Vijinapura - Bengaluru - 560016.