

THIS INDENTURE OF TRUST executed on this 17<sup>th</sup> Day of October 2018 at Bangalore.

#### **BETWEEN**

1. Mr. Attar Mohammed Ismail Son Of Mr. K Abdul Shukur aged about 33 Years and residing at Gadhinagar, Karur, Bellary, Karnataka, India – 583 120, hereinafter referred to as the AUTHOR;

2. Mr. Samiya Khanam Vadagaonkar Daughter Of Mr. Abdul Gaffar aged about 36 Years and residing at #14/2, 2<sup>nd</sup> Cross, Shivaji Nagar, Belgaum, Karnataka, India – 590 016;

(hereinafter referred to as 'FOUNDING TRUSTEES' FIRST TRUSTEES' which expression wherever the context so requires or admits shall mean and include their legal heirs, successors, executors, administrators and assigns)

WHEREAS THE AUTHOR above named has been desirous of establishing a social, charitable and responsive trust,

AND WHEREAS THE AUTHOR above named has settled a total sum of Rs. 5,000/- (Rupees Five Thousands Only) as corpus fund, in favor of the FOUNDING TRUSTEES upon Trust with a vision to undertake charitable activities for the benefit the public, for the objects set out in this trust deed and for fulfillment of which, the terms and conditions are more particularly set out hereunder.

**AND WHEREAS FOUNDING TRUSTEES** named are willing to accept the office of the Trustees for the purpose of carrying out the wishes of the **AUTHOR** of the Trust under the provisions and directions set forth herein, so as to enable to pursue its vowed objects.

## THIS INDENTURE WITNESSETH AS FOLLOWS:

- 1) The AUTHOR above named hereby establishes asocial, charitable and responsive Trust in the name of "ROHI FOUNDATION" herein after called as ROHI/ FOUNDATION/ TRUST/ ORGANIZATION for the purpose and upon the conditions set forth hereunder.
- 2) The TRUSTEES named above shall be the first trustees and have given their consent to be appointed as the trustees and as token thereof, they have set their hands to this instrument.
- 3) The AUTHOR here by transfers the above referred sum of Rs. 5,000 (Rupees Five Thousands Only) as corpus to the TRUST, the receipt of which, the TRUSTEES do hereby admit and acknowledge.
- 4) The AUTHOR of the Trust hereby transfers to the TRUSTEES the funds as mentioned in the Schedule hereunder, the possession of which the Trustees hereby admit and acknowledge, to have and to hold the same in trust as corpus of the Trust, to be used by the Trustees to carry out and fulfill the objects of the Trust set forth herein, and the AUTHOR of the Trust hereby relinquishes for all time any claim to or interest in the said assets and properties or fund forming the subject matter of the Trust.

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ಪ್ರಮಾಣ ಪತ್ರ

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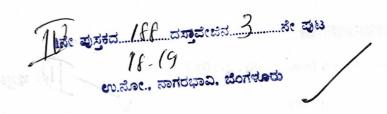
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Designed and Developed by C-DAC, ACTS Pune.

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- 5) The office of the Trust for the time being shall be at #19, 1<sup>ST</sup> FLOOR, 20<sup>TH</sup> CROSS, PIPELINE ROAD, MUTHU RAMASWAMY LAYOUT, BANGALORE, KARNATAKA, INDIA 560 091 with the power given to the Trustees to shift the same to any other place or to open more branches as they may collectively agreed upon.
- 6) The TRUSTEES do hereby agree that they shall hold and stand possessed of the said trust assets, properties and funds (which expression shall include all investments in cash or kind or in any nature whatsoever into and for which, the said property or a part or parts thereof may from time to time be converted, varied or exchanged) and/or such investments as may be held by the TRUSTEES from time to time in relation to these presents together with all income, profits, additions and accretions thereof, upon trust for the object set out herein with and subject to the provisions and conditions hereinafter contained in these presents.

## I. OBJECTS:

The trust shall pursue the following objects, subject to the condition that the same shall only be for public benefit and carried out only in India:

#### **EDUCATION:**

- a) Creating consciousness on the importance of literacy and providing functional literary to the people especially to poor children and women;
- b) To organize and conduct training courses, seminars, workshops, study groups on various issues related to technical, vocational, art, science, computers and career development;
- c) To run informal educational centers to poor children and women;
- d) To give training in sports, art, music, drama and etc;
- e) To support qualified children with scholarship, stipend, awards, grants and gifts by creating educational fund;
- f) To support poor children with books & other necessary stationeries;
- g) To introduce Adult Education;
- h) To conduct informative exhibitions in schools, colleges and other places;
- To conduct competitions and other events for children and provide certificates, awards in various fields;

## HEALTH, NUTRITION & HOSPITALITY:

- To conduct Health camps, Nutrition program to the neglected poor women and children in Urban and Rural areas;
- k) To conduct mid day meal program for orphans, poor & neglected children in schools, slums and back ward areas;
- Conduct blood donation camps & create awareness on other organ donations;
- m) Taking up rehabilitation program for destitute orphan and neglected children, and run homes for children and old age people;

# WOMEN EMPOWERMENT & GENERAL AWARENESS:

- n) To start craft centers for poor women, identify their strength, train them, provide raw materials and help them in marketing;
- o) To run small similar groups for various activities and train them and support financially;
- p) To create consciousness on rights existing for the Indian citizen;
- Advocacy on legal, ethical and human rights issues such as on health, welfare, education and environment;

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## **AGRICULTURE & RURAL DEVELOPMENT:**

- To conduct training programs & Workshops for people to develop farm, home, public service and village community;
- s) Promote public awareness in the field of environmental protection;
- t) Provide (on request) consultancy services to government and non-governmental organizations provided;
- u) To establish and maintain libraries in rural places;
- v) To bring improvement in producing of crops and animals living condition;
- w) To create consciousness of insurance among people living in rural places;

## OTHER:

- x) To Help & Support people during natural calamities and other disasters;
- y) To do any other charitable activity in interest of the public benefit;
- z) To collaborate with Central, State, Local bodies, Corporates and other NGO's as well as promote community participation to extend help for needy;

#### SECONDARY:

- aa) To accept or collect subscription, donation, grants, services, and interest from any person, association or corporation;
- **bb)** To give loans, scholarships, prizes and monetary assistance to the deserving students and others and to provide funds for the study tours of the members;
- To take financial assistance, advances, loans, cash credit limits or any type of cash facility from any bank / banks, financial institutions and from any person or persons and to mortgage, pledge or otherwise utilize the property of the Trust, whether moveable or immovable, for the above purposes, if required and to execute all relevant documents, which may be necessary for availing such financial assistance, advance, loan or cash-credit limit / facility;
- dd) To take steps by personal or written appeals, exhibitions, public meetings, entertainment or otherwise, as may be deemed expedient for purposes of the Trust with a view to procure contributions, funds of the Trust in the form of donations, legacies, annual payment or otherwise;
- ee) To draw, make, accept, and endorse cheques, notes and bills;
- ff) To build, construct, maintain and acquire by purchase, lease or hire or otherwise, any land, building or any moveable or immovable property for the furtherance of all or any of the objective of the organization;
- gg) To do all acts, deeds and things, legally admissible as are conducive to the attainments of any or all the objectives of the Trust;

## II. BENEFICIARIES OF THE TRUST & AREA OF OPERATION:

The Trust is established with a vision to access rights and opportunities for livelihood of children, old people, women and domestic animals and to undertake other charitable activities for the benefit the public of India without discrimination of caste, religion, creed or sex across India.

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## III. PROPERTIES:

The Trust properties shall consist of

- 1. The amount Transferred by the AUTHOR as mentioned above, towards the Corpus fund of the Trust.
- 2. Any cash, kind, properties, movable and immovable that may be acquired by purchase or otherwise or all manner of rights, title or interest in or over any property movable or immovable.
- 3. All additions and accretions to the Trust properties and the income there from
- **4.** All donations, gifts, legacies or grants, any other income raised by promoting services of the trust in cash or kind accepted by the **Trustees** upon Trust.

The properties of the Trust shall be utilized for the objects set forth herein above and subject to the provisions and conditions herein mentioned.

## IV. NUMBER OF TRUSTEES, THEIR TERM AND POWER TO CO-OPT:

The Trust will be managed by a **Board of Trustees** consisting of not less than 2 trustees and not more than 9 trustees. The parties will be First Trustees and they shall automatically form the Board of Trustees.

The **President** shall be the **AUTHOR** and he will hold office for his life time. After the demise or relinquishment of office of the Trustee or in the event of the President failing to nominate his successor in office, the remaining trustees shall elect one of the other Trustees as President.

The term of office of Founding Trustees shall be for their respective lives. The Board of Trustees shall have the power to increase the total number of Trustees up to the maximum number stated above and fix their term as per provisions contained herein.

Any Trustee, may retire from the Trusteeship hereof by giving two calendar months' notice in writing of his or her intention to do so, to the Board of Trustees and after the expiry of the period of notice, the Trustee giving the notice shall ipso facto cease to be a Trustee of these presents.

Any vacancy caused by death of any one of the First Trustees, or any vacancy caused by the resignation of any of the Trustees, may be filled up by co-option by the Board of Trustees.

The Trustees who are not First Trustees shall hold office for a period of one year from their date of appointment by the Trustees. At the end of this one year period, the Board of Trustees may reappoint them for subsequent term or appoint other persons as Trustees in such a manner that the total number of Trustees does not exceed the approved maximum number of Trustees.

The board shall have the power to remove a Trustee suffering from physical or mental disability or if he is accused of misfeasance of trust funds or property or misconduct, after satisfying himself on enquiry and such action of the Board shall be final.

The proceedings of the Board of Trustees shall not in any way be invalidated due to any post or posts remaining vacant. During the time when a vacancy is yet to be filled up, the remaining Trustees shall act as "Full Board", subject to the presence of Quorum in the meetings. Any vacancy in the Board of Trustees or illegality in the appointment of Trustees or their proceedings shall not invalidate any prior act or decision of the Board.

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# V. TRUST ADMINISTRATION AND POWER TO THE BOARD:

# A. The Board of Trustees shall have power to:

- 1. To administer the Trust, its properties and affairs and do all the things which will fulfill the performance of the objects for which the Trust is established and for this purpose the Board can apply the whole or any part of the Trust property towards the payment of the expenses of the Trust.
- 2. The income and the properties of the Trust will be solely utilized towards the objects of the Trust and no portion of it will be utilized for payment to the AUTHOR, or Trustees or their relatives by way of profit, interest, dividend etc.
- 3. To open one or more bank accounts and operate the same or provide for operation of the said accounts by anybody, authorized on their behalf.
- **4.** To invest the Trust funds in the manner not prohibited by any provisions of the Income Tax Act, 1961.
- **5.** To buy, sell, mortgage, grant, lease, hire or otherwise alienate all or any of the properties of the Trust in its discretion for adequate consideration, so however any sale or alienation of immovable properties of the trust shall abide by the income tax rules.
- **6.** To appoint any person for the purpose of executing, administering or managing any part of the Trust for the purpose of all or some among the objects of the Trust, by passing the resolution.
- 7. To borrow money with or without security and to repay the same.
- **8.** To receive, collect and enforce recovery of all monies due or payable to the Trust and grant receipts and discharges therefore.
- 9. To settle, compromise or compound any disputes or refer the same to arbitration or litigation.
- 10. To receive voluntary contributions from any person or persons from India or outside, after complying with the statutory formalities, by way of donation, gifts or in any other manner and to hold the same upon Trust for the objects set forth herein.
- 11. To appoint, suspend, dismiss or otherwise deal with the staff required for the administration of the Trust, to frame rules relating to their salaries and other benefits and generally to exercise all powers ancillary and incidental to effectively carry out the objects of the Trust.
- **12.** The Board shall have power to make and rescind rules and regulations for the management and administration of the Trust.
- **13.** No Trustee shall commit any act or breach of Trust of the Trust fund or property or cause any loss to the Trust property or commit fraud in the administration of the Trust fund / property.
- 14. Trustees, who work full time for the trust, are entitled to draw salary& other trustees shall hold honorary office and shall not be entitled to any Salary, allowances or perquisites, except for the reimbursement of actual expenses incurred in connection with attending to the Trust matters.
- **15.** The Board of Trustees will follow the instructions given by any donor who makes substantial contribution towards furtherance of the objects of the Trust, so long as such instructions are not detrimental to the attainment of the objects of the Trust and are in conformity with the provisions of the Income-tax Act, 1961.

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Jan Voz

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Designed and Developed by C-DAC, ACTS, Pune

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## **B. ROLES AND RESPONSIBILITIES AND POWERS**

The board can assign official roles to other trustees through by passing resolution in the board meeting. Common Roles, Responsibilities and powers of these officers is defined below.

## a) PRESIDENT:

In addition to discharging normal duties of a trustee, the President shall preside over meeting of the Board of Trustees. The President is authorized to sign all documents, on behalf of the Board of Trustees. The President shall have all the residuary powers, not explicitly assigned to any of the other officers in these presents.

The President is empowered to remove any Trustee from the Trust and its offices, if he/she finds that his/her activities are not congenial to the activities of the Trust.

The President is responsible for ensuring that the Trust pursues its Objects and for maintaining the dignity of the Trust organization and shall use his/her influence to promote the activities of the Trust.

## b) VICE - PRESIDENT:

The Vice – President shall discharge the President from his duties & and take responsibilities of the President on his absence.

## c) SECRETARY:

The Secretary shall maintain the records of the organization. He/ She shall be also responsible for the day to day administration activities of the Trust. He/she is responsible for the safe custody of all the properties and records of the Trust. The Secretary shall represent the Trust in all legal matters, sign the papers related to legal cases, attend to courts or represent the Trust in Government offices.

## d) TREASURER:

The Treasurer is responsible to maintain cash book and prepare vouchers for the payments made, receive contributions, sign acknowledgements for the amounts or articles received by the Trust and prepare monthly and yearly statements of revenue and expenditure, as well as, the register of assets of the Trust and place them before the Board of Trustees for their approval. The Treasurer will prepare Annual Budget, monthly and yearly expenditure statements get the expenditure audited by auditor duly appointed by the Board of Trustees and place them before the Board of Trustees for approval.

## VI. MEETING OF THE BOARD OF TRUSTEES:

The Board of Trustees should meet at least once in every calendar quarter and may meet more often when required.

- 1) The meeting of Board of Trustees shall be convened by the Chairman and he shall preside over the meetings. In his absence, the Chairman may authorize the Vice President to be the Chairman of such meetings. In the event the Chairman or Vice President are not able to attend the meeting already convened, any of the Trustees present in the meeting may elect one amongst themselves to be the Chairman of the meeting.
- 2) Two third of the Board of Trustees or a minimum of two trustees, whichever is higher, shall constitute the QUORUM for the Board of Trustee meetings.

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3) All decisions shall be carried out by the majority decision of the Board but in the event of equality of votes, the Chairman presiding over the meeting shall have a casting vote.

4) Any resolution in writing signed by all the Trustees by circulation shall have equal force as though it has been passed at a meeting of the Board of Trustees.

5) The meeting of the Board shall be conveyed after giving at least a week's notice unless all the Trustees agree to accept a shorter notice.

6) The Board of Trustees may invite other persons interested in the objects and functioning of the Trust to attend the meetings of the Board, but they shall not be entitled vote in the meetings of the Board.

#### VII. BANK ACCOUNT:

One or more Bank Accounts may be opened in any Bank and or Banks in the name of the Trust. President of the Organization have powers operate Bank Accounts on behalf of the Trust.

## VIII. UTILIZATION OF TRUST FUNDS:

The funds & the income of the trust shall be solely utilized for achievement of the objects of the Trust and no payment shall be made to the trustees by the way of profit, interest, dividends etc.

## IX. INVESTMENT OF TRUST FUNDS:

The funds & the income of the trust shall be solely utilized for achievement of the objects of the Trust and no payment shall be made to the trustees by the way of profit, interest, dividends etc.

#### X. ACCOUNTS AND AUDIT:

- 1) The financial year of the Trust shall be from 1<sup>st</sup> April to 31<sup>st</sup> March of the following year, unless otherwise decided by the Board of Trustees.
- 2) The Board of Trustees shall maintain true and correct accounts of the Trust.
- 3) The accounts of the Trust shall be annually audited by a Chartered Accountant appointed by the Board of Trustees and the audited statement of account shall be placed before the Board for its approval within three months of the close of the financial year.

## XI. AMENDMENTS:

- 1) No amendments to the Trust Deed shall be made which may prove to be repugnant to the provisions of Sections 2(15), 11, 12, 13 & 80G of the Income Tax Act, 1961 and as amended from time to time. Further no amendment shall be carried out without the prior approval of the Commissioner of Income Tax.
- 2) In case of necessary, the Board of Trustees may amend any of the clauses except those relating to objects of the Trust, at a duly convened meeting of the Board with at least 2 weeks' notice, and by a resolution passed by at least three-fourths majority of the Board of Trustees present and voting. The amendments to the Trust deed can only be passed by a resolution of the Board of Trustees in an actual meeting and not by circulation after approval.

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## XII. INDEMNITY:

The Board of Trustees shall not be responsible for any act done by them in good faith in the course of the administration of the Trust.

#### XIII. AUTHOR AND THEIR RELATIVES:

Notwithstanding the powers vested with the Trustees under the proceeding clause, no part of the income of the Trust shall benefit directly or indirectly the trustees and no part of the income of the property of the Trust shall be used or applied directly or indirectly for the benefit of:

- (a) AUTHOR, Trustees or any person who makes a substantial contribution to the Trust or of any relative of the AUTHOR, Trustees or the person who makes a substantial contribution.
- (b) Any "related concern" in which any of the above persons has substantial interest.
- (c) For the purpose of this clause, the word "relative" and the phrases "related concern", "substantial interest" and "substantial contribution" shall have the meanings assigned to them in the Income Tax Act, 1961.

#### XIV. APPLICABILITY OF TRUST ACT:

The provisions of the respective Trust Act shall apply to all matters not specifically mentioned in these presents.

#### XV. APPLICABILITY OF INCOME TAX ACT:

All clauses herein are intended to secure exemption from Income Tax on the income of contributions and donations to the Trust and any clause or portion of this Deed of Trust which is inconsistent with or repugnant to the sections of the Income Tax Act, 1961 as amended, substituted or modified from time to time, shall be deemed to be deleted or modified with effect from the date on which the sections to which the clause or part of a clause is repugnant or inconsistent comes into force.

## XVI. CHAPTERS OF THE ORGANIZATION:

The Organization shall open chapters in different places district wise, taluk wise or another geographical separation as decided in the Board Resolution. Each and every chapter is maintained by team of authorized representatives, as decided in the board meetings. The authorized personal will be reporting to the board of trustees.

#### XVII. SEAL OF THE ORGANIZATION:

The Organization shall have a common seal, and which shall be in the custody of the Secretary, and shall be used only under the authority of the resolution of the board and every deed of instrument to which the seal is affixed shall be attested for and on behalf of the Organization by members of the Board and Secretary or any other person authorized by the Organization in that behalf and chronological record of use of the seal shall be maintained in a register kept for the purpose.

Herman.

# XVIII. THIS TRUST IS DECLARED IRREVOCABLE:

The trust is declared as irrevocable.

# XVIV. DISSOLUTION:

In the event of dissolution or winding up of the Trust the assets remaining as on the date of the dissolution shall under no circumstances be distributed among the trustees, but the same shall be transferred to another trust whose objects are similar to those of this Trust and which enjoys recognition U/S 80G of the Income Tax Act, 1961 and as amended from time to time..

## **SCHEDULE**

At present, the Trust has no property or assets, either movable or immovable, other than the Trust Fund, donated by the AUTHOR, as described in the Schedule below:

1. Cash contribution to the Corpus Fund of the Trust of Rs 5,000/- (Rupees Five Thousands only)

2.

IN WITNESS WHEREOF THE AUTHOR AND THE FIRST TRUSTEES here to have set their hands on the day, month, and year first above written.

# **WITNESSES**

1.

**FOUNDING TRUSTEES** 

Amarsandeep K #277, 37<sup>th</sup> Cr, 8<sup>th</sup> Block,

Jayanagar, Bangalore - 70

2.

Vijayakumar M #573, 7<sup>th</sup> Block, Jayanagar, Bangalore - 58 1. S/O Mr. K Abdul Shukur

Ms. Samiya Khanam Vadagaonkar

D/O Mr. Abdul Gaffar

SELF MADE DRAFT

Mr. Attar Mohammed Is S/O Mr. K Abdul Shukur



## INDIA NON JUDICIAL

# **Government of Karnataka**

## e-Stamp

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# **DEED OF CORRIGENDUM** TO THE DEED OF TRUST DATED 17th day of OCTOBER 2018

Please write or type below this line

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> THIS DEED OF Corrigendum made and executed on this the 01st day of October, 2019 by and between:



#### Statutory Alert:

- The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
- The onus of checking the legitimacy is on the users of the certificate.
- 3. In case of any discrepancy please inform the Competent Authority.



- 1. Mr.Attar Mohammed Ismail son of Mr.K.Abdul Shukur aged about 33 years and residing at Gadhinagar, karur, Bellary, Karnataka, India 583120, hereinafter referred to as AUTHOR;
- 2. Mr. Samiya Khananm Vadagaonkar Daughter of Mr.Abdul Gaffar aged about 36 Years and residing at #14/2. 2<sup>nd</sup> cross, Shivaji Nagar, Belgaum, Karnataka, India 590016.

Whereas the AUTHOR above named has been desirous of establishing a social, charitable and responsive trust.

As per clause (IX) of the trust deed dated 17<sup>th</sup> of October 2018. Investment clause as given below. The said clause reads as under.

The funds and the income of the trust shall be solely utilized for achievement of the objects of the trust and no payment shall be made to the trustees by way of profit, Interest, dividend etc...,

WHEREAS, by this corrigendum, the said existing sub clause is hereby amended and the following new clause be inserted in place of said clause IX.

## The new clause reads as follows:

The Board of Trustees shall be empowered to invest the funds of the Trust in movable or immovable properties, in such manner as they deem fit for the purpose of the objects of the trust provided that such investments shall be in accordance with the provision of Section 13(I) read with Section 11(5) of the Income Tax Act, 1961 as well as of any other law for the time being in force as are applicable to charitable trusts.

This corrigendum is made by all the trustees unanimously by virtue of clause (XI) of the Deed dated 17th day of October, 2018 which authorizes the trust to amend or alter any clause of the deed.

WITNESS WHEREOF THE PARTIES HEREINABOVE MENTIONED DO HEREBY SET THEIR HAND WITH FULL WILL AND CONSENT ON THE DAY, MONTH AND YEAR HEREINABOVE FIRST WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESSES.

WITNESSES:

8801018437.

2. Mostvalin 8179570135 SIGNATURE OF PARTNERS

1. Attar Mohammed Ismail

2. Samiya Khanam Vadagaonkar