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2017-18

THE BANGALORE ADVOCATES' CO-OPERATIVE SOCIETY LTD
BACSL

This Document Consist of.....Pages
First Page Deed No.....of Book.....

Trust Deed

This deed of trust made and executed at Bangalore this the 23rd day of November 2017 between:

Mrs **USHA MAHESH REDDY**, aged about 39 years and residing at No.53, 5th A Cross, 21st Main, MCHS Colony, BTM 2nd Stage, Bangalore - 560076

Hereinafter called the "**FOUNDER**" / "**SETTLOR**" [which expression shall unless excluded or repugnant to the subject or context] be deemed to include their heirs, successors, executors, administrators, assigns, beneficiaries, representatives and nominees of the **ONE PART**,

AND

1. **Mrs USHA MAHESH REDDY**, aged about 39 years and residing at No.53, 5th A Cross, 21st Main, MCHS Colony, BTM 2nd Stage, Bangalore - 560076
2. **Mr MAHESH REDDY M**, aged about 39 years and residing at No.53, 5th A Cross, 21st Main, MCHS Colony, BTM 2nd Stage, Bangalore - 560076

Hereinafter jointly called the "**TRUSTEES**" [which expression shall unless excluded by or repugnant to the subject and context be deemed to include the Trustee or Trustees for the time being of these presents and/or survivor or survivors of any of them, their successors or successors-in-office of the **OTHER PART**.

PREAMBLE:

WHEREAS the "Settlor" and the "Trustees" are inhabitants in the state of Karnataka and are persons of Telugu speaking linguistic minority.

AND WHEREAS to help preserve the language and culture the **SETTLOR** is desirous of creating a Public Charitable Educational Trust for imparting quality education and is settling an amount of Rs 10001/- upon the Trustees to constitute the corpus of the charitable trust to be held by them for the purposes, intents and objects under the terms and conditions hereinafter contained:



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ಹಲಸೂರು ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಶಿವಾಜಿನಗರ ರವರ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 23-11-2017 ರಂದು 11:19:08 AM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	500.00
2	ಸೇವಾ ಶುಲ್ಕ	420.00
	ಒಟ್ಟು :	920.00

ಶ್ರೀಮತಿ Mrs.Usha Mahesh Reddy (Founder /Settlor) . . ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀಮತಿ Mrs.Usha Mahesh Reddy (Founder /Settlor) . .			

ಹಿರಿತನ ಉಪನೋಂದಣಾಧಿಕಾರಿಗಳು
ಹಲಸೂರು, ಬೆಂಗಳೂರು

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	Mrs.Usha Mahesh Reddy (Founder /Settlor) , (ಬರೆದುಕೊಡುವವರು)			
2	Mrs.Usha Mahesh Reddy . (ಬರೆದುಕೊಡುವವರು)			

ಹಿರಿತನ ಉಪನೋಂದಣಾಧಿಕಾರಿಗಳು
ಹಲಸೂರು, ಬೆಂಗಳೂರು

And whereas the trustees hereto have given their consent to be the trustees for administering in the affairs of the trust in accordance with the terms and conditions hereafter provided.

NOW THIS DEED OF DECLARATION OF TRUST WITNESSTH:

1. NAME AND PRINCIPAL OFFICE:

The name of the Trust shall be USHA EDUCATIONAL FOUNDATION and the registered office shall be situated at No.53, 5th A Cross, 21st Main, MCHS Colony, BTM 2nd Stage, Bangalore – 560076 which may be changed to such other place or places as the Board of Trustees may decide from time to time.

2. OBJECTS OF THE TRUST:

- a) To establish, promote, maintain, takeover, grant donations in cash or kind to Schools, colleges, research centres and all or any Educational institutions in order to spread education in all its forms both in the Urban and Rural areas.
- b) To impart training, teaching and to run medical, dental, nursing, ayurvedic medical colleges to cater to the needs of the economically weaker sections of the society and minority community.
- c) To Establish, maintain or acquire Library or Libraries, Laboratory or Laboratories and/or other research institutions for the benefit of the Student community.
- d) To acquire, establish and run professional colleges in Medicine, Engineering, Law, Agriculture, Computer applications, Electronics, Commerce and Accountancy, Business Management, Pharmacy, Nursing, Dental, Pure and Applied Sciences, including post-graduate centers and research foundations.
- e) To guide and provide information to those who are seeking admission in various professional courses in India and abroad.
- f) To establish and run Kannada, English and other medium schools from KG class to College levels.
- g) To Institute and award Scholarships in India or abroad for the study, research and apprenticeship of all or any of the aforesaid Medical/educational purposes.
- h) To negotiate and enter into any agreements with the Central and/or State Government, Universities, municipality, or any other public or private authority which may seem conducive or beneficial to any of the objects of the Trust or be intended to enhance, improve or render more efficient any property, right, privilege, work or activity of the Trust.
- i) To purchase, take on lease or in exchange or otherwise acquire any movable or immovable property, rights, or privileges, which may be deemed necessary, expedient or desirable for any of the objects of the Trust
- j) To accept hold or administer any gift donation or contribution in kind or money, whether upon trust or otherwise and to undertake and execute any trust or obligation which may be deemed conducive to any of the objects of the Trust.

- k) To manage improve, develop, alter, repair, demolish, sell, alienate, lease, mortgage, charge, pledge, hypothecate, dispose of or otherwise deal with all or any of the property funds, assets, rights and privileges of the Trust.
- l) To open and operate on current, saving or over draft or fixed deposit accounts with any bank or banks.
- m) To carry on any activities which may seem beneficial or conducive to any of the objects of the Trust and either alone or in conjunction with others or as trustees, or agents and upon such terms as the governing body may deem fit.
- n) To enter into and carry out arrangements for joint working, or for amalgamation with any other association, society, or institution having objects within the objects of the Trust.
- o) Generally to do all such other things as are deemed incidental or conducive to the attainment of all or any of the aforesaid objects.
- p) And to carry out the objects of the Trust in conformity with Section 2(15), 11,12,13 and Sec. 80G of the Income Tax Act 1961.

3. **PROPERTY VESTED IN THE TRUSTEES:**

The founder doth hereby transfer a sum of Rs. 10001/- (Rupees Ten thousand and one Only) in favour of the Trustees and unto the Trustees thereof. The trustees shall hold the said fund and other future properties that may be endowed or conferred on the said trust for use and benefit of the Trust.

The trustees shall out of the Income realised from the properties endowed and such other endowments or donations which they may get, pay all taxes and rates and all expenses connected with the trust.

4. **BOARD OF TRUSTEES:**

- a) The Board of Trustees shall consist of not less than 2 and not more than 5 members. The Trustees may Co-opt to the Board of Trustees, additional Trustees if necessary.
- b) The Trustees Co opted shall hold office for a period as decided by the Board at the time of co-option and such trustees are liable for retirement at the expiry of the period. The Trustees whose term expires after the said period are eligible to be co-opted as Trustee again by the existing Trustees. The Trustee may if he/she so desire, resign his/her Trusteeship even before the expiry of the term of Trusteeship.
- c) A Co-opted Trustee shall be removed by the remaining Trustees at any time even before the expiry of the term for which he/she has been appointed through a resolution passed at the meeting of the Board of Trustees.

ಗುರುತಿಸುವವರು

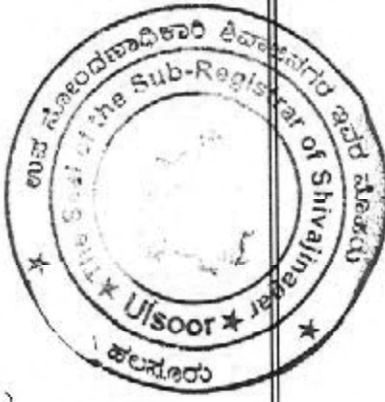
ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Srinivasa Reddy S/o Papalah Reddy # 537, Banasawadi, Bangalore	Srinivasa Reddy
2	Mouli S/o Obanna # 41, BDA Complex, Domlur, Bangalore	Mouli

--- ಉಪನೋಂದಣಾಧಿಕಾರಿಗಳು
 ಹಲಸೂರು, ಬೆಂಗಳೂರು



4 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು
 ನಂಬರ HLS-4-00483-2017-18 ಆಗಿ
 ಪಿ.ಡಿ. ನಂಬರ HLSD153 ನೇ ಪುಸ್ತಕದಲ್ಲಿ
 ದಿನಾಂಕ 23-11-2017 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

ಉಪನೋಂದಣಾಧಿಕಾರಿ ಶಿವರಾಜೇಂದ್ರ ಹೆಚ್.ಎಸ್. (ಹಲಸೂರು)



ಹಿರಿ ಮತ್ತು ಉಪನೋಂದಣಾಧಿಕಾರಿಗಳು
 ಹಲಸೂರು, ಬೆಂಗಳೂರು

d) The Trustees shall appoint from amongst Life Trustees one as Managing Trustee of the Board of Trustees and another Life trustee as Secretary. The Managing Trustee shall act as Chairman and preside at the meetings of the Trust.

e) No resolution of the Board of Trustees shall be deemed to have been passed if vetoed by any of the Life Trustees.

f) All the initial Trustees shall be designated as Life Trustees.

5. MEETING OF THE BOARD OF TRUSTEES

a) The Quorum required for a meeting of the Board of Trustees shall be a minimum of 2 trustees.

b) At least three clear days notice in writing shall be given for every meeting, provided however the Managing Trustee shall have the power to convene a meeting at a shorter notice for transaction of any business considered by him/her to be urgent.

c) All proceedings and questions and matters arising at the meeting of the Trustees shall be decided by a majority of votes and in case of equality of votes, the Managing Trustee shall have a second or casting vote.

d) A Resolution in writing circulated amongst the trustees and signed by a both the trustees shall be valid and effective as if it was passed at a meeting of the trustees duly called and convened.

e) A Trustee who is unable to be present at a meeting of the Trustees may send his views on the agenda in writing and such expression of opinion shall be taken to be his vote on the matter concerned.

f) The minutes of the proceedings of every meeting of the trustees shall be entered in a book to be kept for that purpose and signed by the chairman at such meeting or the following meeting, when they are read over, and when so entered and signed by the Chairman be conclusive evidence of the business and other matters transacted at such meeting.

g) The managing Trustee shall act as Chairman and preside at all the meetings of the Trust. In his/her absence or inability, any other life Trustee shall preside over the meeting.

h) The Trustees shall be entitled to be reimbursed the expenses incurred by them for attending the meeting such as travelling and other expenses subject to a ceiling to be fixed by the Board of trustees once every year.

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Sheet of Doct. No. of Book

2017-18



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.Usha Mahesh Reddy (Founder /Settlor) ... ಇವರು 1000.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ವರ್ಣ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ನಗದು ರೂಪ	1000.00	Paid in cash
ಒಟ್ಟು :	1000.00	

ಸ್ಥಳ : ಹಲಸೂರು

ದಿನಾಂಕ : 23/11/2017

ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಅಧಿಕಾರಿ
ಹಿರಿಯ ಉಪನೋಂದಣಿ ಅಧಿಕಾರಿಗಳು
(ಹಲಸೂರು)
ಹಲಸೂರು, ಬೆಂಗಳೂರು

Designed and Developed by C- DAC ,ACTS Pune.

6. **POWERS AND DUTIES OF THE BOARD OF TRUSTEES:**

The Trustees shall have full power and authority to administer the Trust, its institutions, properties and Funds and to do acts, deeds and things as are calculated to promote the objects for which this Trust is established.

Without prejudice to the generality of the foregoing, the Board of Trustees shall have the following functions:

- I) To acquire, hold and dispose off properties, immovable and movable stocks, securities and shares etc.,
- II) To sell, mortgage, grant or lease, hire or otherwise alienate the properties of the Trust.
- III) To borrow money with or without security and to repay the same.
- IV) To enter into all contracts, to vary and resign them.
- V) To open/operate bank account/s (including the power to withdraw) and provide for its operations as the Trustees may deem for from time to time.
- VI) To invest the funds of the Trust not immediately required for the purpose of the Trust in such manner as they deem fit.
- VII) To receive gifts, grants, endowments, donations, contributions in cash or in kind.
- VIII) To raise money from the public by organising benefit show/performance, collection of subscription and donations, bringing out publications and in other ways.
- IX) To appear and act before courts, tribunals, government authorities, tax authorities, inquiry commissions and other public authorities.
- X) To institute, prosecute and defend all suits (including power to represent the Trust in any suit and to sue in the name of the Trust) and other proceedings, and to engage advocate/s, chartered accountants to represent the Trust.
- XI) To appoint, terminate, dismiss, suspend and otherwise deal with employees of the Trust and its institutions.
- XII) To apply the properties and funds of the trust for all or any of the objects for which the Trust is established be determined by the Board of Trustees from time to time.

- XIII) To decide from time to time the works to be undertaken in fulfilling the objects of the Trust.
- XIV) To incur all necessary expenses connected with the Trust and its projects.
- XV) To compromise or compound all actions, suits and other proceedings and disputes touching the Trust Estate and/or the Trust properties and to refer any such differences or disputes to arbitration and to adjust and settle all accounts relating to the trust estate and/or the Trust properties and to all other acts and things fully and effectively, without being liable or answerable for any loss occasioned thereby.
- XVI) To join, co-operate, amalgamate, take over the Trusts created by these presents or any portion thereof with any trust, or association, or society, or institutions having allied and similar objects upon such terms as they may in their absolute discretion think fit.
- XVII) To frame schemes, rules and regulations to carry out the objects of the trust and otherwise for giving effect to the objects and purpose of the trust and to vary the same from time to time as the Trustees may in their discretion deem fit and proper.
- XVIII) To start, discontinue, abolish, and restart any charity or institute, to impose any conditions or conditions to any subscriptions or donation made by them and to earmark any portion of the Trust property or income for any particular object or objects.
- XIX) To maintain a set of advisors for the purpose of utilising their services in furtherance of the objects of the Trust and to pay remuneration or honorarium or reimburse the expenses incurred by such advisors.
- XX) To draw up such scheme or schemes, such by-laws and rules as they shall at their discretion think fit for the administrations of the Trust hereby constituted, and the management of the property hereby conveyed or any part thereof or any other property for the time being subject to the provisions of this deed or any part thereof and may at any time amend, alter or repeal any of the said arrangements, schemes, bylaws or rules as they shall think fit.
- XXI) To do all such other lawful things as are incidental in carrying out the administration and management of the Trust.

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7. ACCOUNTS AND AUDIT:

- The financial year of the Trust shall be from the 1st April to the 31st March every year.
- There shall be maintained all accounts of the Trust regularly.
- The accounts shall be audited by a Chartered Accountant duly appointed by the Trustees every year.

8. CUSTODY OF DOCUMENTS:

The Managing Trustee or his/her nominee of the Secretary of the Trust if so authorised by the Board of Trustees shall have the custody of all documents, deeds of title relating to the Trust properties and investment, and the books of accounts and other records relating to the Trust and shall be responsible for the preservations of the same. They shall ordinarily be preserved and maintained at the Registered Office of the Trust.

9. GENERAL:

- The benefit of the Trust shall be open to all irrespective of caste, creed or religion.
- The Trust formed shall be irrevocable
- The funds and the income of the trust shall be solely utilised towards the achievement of the objects, and no portions of it shall be utilised for payment to trustees by way of profit, interest, dividend, etc.
- 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/society/association or institutions whose objects are similar to those of this trust and which enjoys recognitions under section 80G of the Income Tax Act 1961.
- 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.
- In case of any dispute/s the same will be subject to the jurisdiction of the Civil Court within the Bangalore City Corporation.
- 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 Income Tax Act 1961 as amended from time to time. Further no amendments shall be carried out without prior approval of the Commissioner of Income Tax.

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h). The trustees above named accept this Trust.

IN WITNESS WHEREOF the Founder and the Trustees have executed these presents at Bangalore on the day, month and year hereinabove written.

Signed and delivered by the Founders at Bangalore in the presence of:

WITNESSES:

1. Srinivas Reddy
Name: Srinivas Reddy
Address: Doon No 539
Banswadi
Bangalore 43

[Signature]
FOUNDER

Signed and delivered by the Trustees at Bangalore in the presence of:

WITNESSES:

1. [Signature]
Name: [Signature]
Address: Ab. [Signature]
on

1. [Signature]
2. [Signature]
TRUSTEES

Drafted by
[Signature]
PRAIRASHAD
Advocate
Bangalore 32

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