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Official's Multipurpose Co-Operative Society Ltd.

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ORIGINAL

SECOND AMENDMENT DEED
TO AMEND THE DEED OF TRUST DATED FEBRUARY 13, 2013

THIS AMENDMENT DEED (the "**Amendment Deed**") is made on this the 8th day of September, 2022 at Bangalore, by:

- Sri. Manjunath. P. S/O. Paramashivaiah residing at #130, Komaghatta, Sulikere (P), Kengeri (H), Bangalore 560060, the Managing Trustee of the Siddappa Channabasamma Educational and Social Welfare Trust
- 2. **Smt. Kavitha,** W/o Sri. Manjunath P. residing at #130, Komaghatta, Sulikere (P), Kengeri (H), Bangalore 560060, Trustee of the Siddappa Channabasamma Educational and Social Welfare Trust.
 - (1 & 2 shall hereinafter be referred to as "**Founding Trustees**" and shall mean and include their heirs, assigns, administrators and successors in interest)
- 3. **Smt. Sheela Rao,** W/o Mr. Anand Rao, residing at #25/2 Anugraha, Puttanna Road, Near Nettakallappa Circle Basavanagudi, Bangalore South, Karnataka 560004, Trustee of the Siddappa Channabasamma Educational and Social Welfare Trust
- Mr. Shripad Gangadhar Bhat, S/o Mr. Gangadhar, residing at Bhairunbe, Sirsi, Bhairumbe, Bhirumbe, Uttara Kannada, Karnataka 581402, Trustee of the Siddappa Channabasamma Educational and Social Welfare Trust

(3 and 4 shall hereinafter be referred to as "**Operating Trustees**" and shall mean and include their heirs, assigns, administrators and successors in interest)

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ಕರ್ನಾಟಕ ಸರ್ಕಾರ ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ Department of Stamps and Registration ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದಿಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ Sri Manjunath P. S/o Paramashivaiah , ಇವರು 1000.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವದನ್ನು ದೃಡಿಕರಿಸಲಾಗಿದೆ

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The Karnataka State Registration and Stamps Department Official's Multipurpose Co-Operative Society Ltd.

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by a person nominated by the surviving/ remaining Operating Trustees; and the Board of Trustees shall pass necessary resolutions to effect the appointment of such Nominee. The Operating Trustees shall be entitled to resign from the position of a Trustee by issuing a notice of 30 (thirty) days to the Board of Trustees. After the expiry of 30 (thirty) years from the date of appointment of the Operating Trustees, the position of Operating Trustees shall stand dissolved, and the Operating Trustees shall automatically retire as Trustees from the Board of Trustees."

- 4.4. In the event any of the Founding Trustees exits the Trust, for any reason whatsoever, such vacancy arising as a result of the foregoing shall be filled by the Nominee or Legal Representative of such Founding Trustee.
- 4.5. The entire Educational Activities including operating of Bank Accounts, entering into or termination of any agreements executed in connection with the School and such other activities relating to the School, shall be managed and maintained by the Managing Committee constituted to manage the operations of the School, hereinafter referred as the "School Managing Committee". It is agreed that:
 - (i) Smt. Sheela Rao shall be the Chairman of the School Managing Committee.
 - (ii) Smt. Shripad Gangadhar Bhat shall be the Secretary of the School Managing Committee.
 - (iii) The School Managing Committee shall be constituted by the Operating Trustees, comprising at least 2 Operating Trustees.
 - (iv) All decision/ resolution relating to the School shall be approved by the School Managing Committee.
- 4.6. The activities of the Trust, other than the Educational Activities, shall be managed and maintained by the Managing Committee constituted to manage all other activities of the Trust. Such Committee shall be referred as the "Trust Managing Committee". It is agreed that:

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2	Raghavendra S/o Shivanna Ramasandra, Kengeri Hobli, Bangalore South Taluk	Posher

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Designed and Developed by C-DAC, ACTS, Pune

Sub-Tegistrar Jayanagar (Kengeri) Rangalora BNG17-1461/203 /202123 8-14

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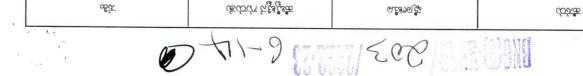
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NOW THEREFORE, THIS AMENDMENT DEED WITNESSES AS FOLLOWS:

It is agreed between the Trustees that the Trust Deed is hereby supplemented and amended as follows:

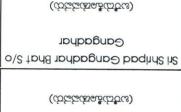
- 1. It is agreed between the Trustees that the definition of "FOUNDING TRUSTEES" as set out on Page 1 of the Trust Deed shall be amended to mean Sri. Manjunath P and Smt. Kavitha including their respective legal heirs, assigns, successors in interest, administrators etc. Any reference to the "Founding Trustees" in the Trust Deed shall mean Sri. Manjunath P and Smt. Kavitha.
- 2. Clause 4 of the Trust Deed shall be deleted in its entirety and substituted as follows:
 - 4.1. "The Trust shall be managed and administered with reference to the true spirit of achieving its aims and objects.
 - 4.2. The Founding Trustees and the Operating Trustees shall together constitute the "BOARD OF TRUSTEES". The day to day operations and administration of the Trust shall be managed by the Managing Committee/s of the Trust. The Managing Committee shall be constituted by one or more Trustee/s of the Trust, and any other persons (not being a Trustee) appointed by the Board of Trustees from time to time as set out herein.
 - 4.3. Operating Trustees shall hold their respective post/s for a period of 30 (thirty) years or till such time they voluntarily resign from such post. In case any of the Operating Trustees disclaims the Trust or resigns or is declared an insolvent or desires to be discharged from the Trust or refuses the office of Trustee or becomes in any manner unfit or personally incapable of performing their duties as a Trustee, including as a result of their demise or accepts an inconsistent trust or acts in any manner against the interest of the Trust or that of the beneficiaries, any vacancy arising as a result of the foregoing shall be filled by a person nominated by such Operating Trustee or in the event of absence of a Nominee or due to incapacity of the Nominee



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Smt Sheela Rao W/o Anand Rao





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WHEREAS

- A. By way of the Trust Deed dated February 13, 2013, a public, educational and charitable trust by the name "Siddappa Channabasamma Educational and Social Welfare Trust" (the "**Trust**") has been formed. The Trust Deed was registered on February 13,2013 vide reg No. 278/12-13 (Book IV) in the office of the Subregistrar, Jayanagar (Kengeri) as amended by way of Codicil Amendment to the Trust Deed dated December 19, 2016 registered as document No. 159/16-17 (Book IV) in the office of the Sub-registrar, Jayanagar (Kengeri) to amend certain provisions of the original Trust Deed.
- **B.** Pursuant to formation of the Trust, the Trust has established a school, by the name "Vishwakosha Gurukula International School" ("**School**"). The Trust has obtained all necessary permissions and licenses for the operation of the School from the relevant authorities, in the name of the Trust.
- C. In order to further its objectives and develop the School, the Trust is desirous of venturing into various educational opportunities ("Educational Activities"). Consequently, the Trust is looking to streamline its financial, managerial and administrative operations to enable efficiency.
- D. In furtherance of the same, the Trust has inducted Trustees for the Educational Activities.
- **E.** Accordingly, for the said Educational Activities, the Trust proposes to open separate bank accounts ("**Operating Bank Account**").
- F. In light of the foregoing, the Trustees are now desirous of making further amendments to the terms of this Trust based on the present requirements of the Trust. The Board of Trustees have unanimously resolved to amend the terms of the Trust vide resolution dated 8th September 2022, by way of this Supplementary Deed, the terms of which are set out herein below.

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ಶ್ರೀ Sri Manjunath P. S/o Paramashivaiah ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

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1	Sri Manjunath P. S/o Paramashivaiah (ಬರೆದುಕೊಡುವವರು)		J- repol
2	Smt Kavitha W/o Manjunath P. (ಬರೆದುಕೊಡುವವರು)		Jan Jas

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- (i) The Trust Managing Committee shall be constituted by the Founding Trustees.
- (ii) Sri. Manjunath P. shall be the Chairman of the Trust Managing Committee for his lifetime or till he voluntarily resigns.
- (iii) All decisions/ resolutions relating to matters other than matters related to the school including the matters specified in clause 4.5 shall be solely approved by the Trust Managing Committee.
- (iv) The Trust Managing Committee shall have the authority to establish and operate any other education institution, so long as such act by the Trust Managing Committee in not in contravention of the existing arrangements already entered by the Trust.
- (v) Compliance with all statutory and regulatory requirements including but not limited to obtaining/ maintenance/ renewal of licenses, approvals, permits pertaining to the School and Incometax, Trust Act etc., shall be the responsibility of the Trust Managing Committee.
- 3. The Trustees agree that Clause 5.1 of the Trust Deed shall be amended as follows:
 - "5.1. The total number of Trustees, including the Founding Trustees and the Operating Trustees shall be limited to 5 (five). The Board of Trustees shall at all times constitute of 2 Founding Trustees and 3 Operating Trustees.
- 4. It is agreed between the Trustees that after Clause 5.5 of the Trust Deed, the following additional clauses shall be inserted:
 - 5.6. The Operating Trustee(s), shall only be required to discharge their duties as Trustees in connection with the School. The Operating Trustees shall not be liable (i) to perform their duties as Trustees for any other matters; and (ii) for any acts or omission of the Trust with respect to any activities other than the School and other Third-Party Arrangements.

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- 5.7. The Founding Trustees shall be responsible for all matters that fall outside the purview of operations of the School including all statutory, regulatory and compliance matters pertaining to the Trust and the School.
- 5.8. The Operating Trustees shall not be liable for any acts or omissions of the Trust including but not limited to (i) payment of any dues/outstandings for loans/ lending facility availed from financial institutions, (ii) any liability arising out of non-compliance of applicable law including non-maintenance of/ failure to procure licenses, permits, registrations, NOCs, etc., required under applicable law/s, (iii) any breach by (including breach of trust), or liability accruing to the Founding Trustees, (iv) maintenance and defence of suits, proceedings, etc. against the Trust, (v) any contracts or arrangements with third party not pertaining to the Educational Activities.
- 5.9. The Operating Trustees shall be entitled to raise loans from banks, financial institutions and other entities in the name of the Trust, and represent the Trust in agreements entered into in connection with the development, operation, or management of the School. Provided however, the Operating Trustees shall ensure that all loans obtained or liability incurred in the name of the Trust, by the Operating Trustees, in connection with the School, shall be closed on or before the expiry of twenty (29) years and eleven (11) months from the date of this Amendment Deed.
- 5.10. The Operating Trustees shall not have the power to remove the Founding Trustees. If any of the Founding Trustees' position falls vacant, the vacancy shall be automatically filled by any one (1) of the Founding Trustees' children.

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- 5.11. The Founding Trustees shall not have the authority to alter rights of the Operating Trustee or remove any Operating Trustee from the Trust during the period of 30 (thirty) years commencing from the dated of Amendment of this Deed. The Operating Trustees shall have the sole discretion and right to remove an Operating Trustee and/ or appoint a new Trustee to fill the vacancy caused by an exiting Operating Trustee.
- 5. It is agreed between the Trustees that Clause 6.1 of the Trust Deed shall be amended to read as follows:
 - "6.1. The Managing Committee shall meet as often as required by the meeting of the Trustees, provided that there shall be an annual meeting of Trustees when annual audit statement of accounts shall be considered and adopted. The Operating Trustees shall at such meeting, place before the Board of Trustees, a report on the working of the School and budgeting expenses for the coming year.
- 6. It is agreed between the Trustees that for the purpose of Clause 6 of the Trust Deed the word "Managing Committee" shall mean "Trust Managing Committee"
- 7. It is agreed between the Trustees that in Clause 6.3 of the Trust Deed, immediately after the word "Chairman", the following words shall be inserted "along with atleast one operating Trustee".
- 8. It is agreed between the Trustees that after Clause 6.5 of the Trust Deed, an additional Clause 6.5A and 6.5B shall be inserted as follows:

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"6.5A. Notwithstanding the provisions of Clause 6.5, in the event the Managing Committee is meeting with respect to any matters in connection with (i) the School; (ii) or change relating to the Operating Trustees; the quorum for such meeting of the Managing Committee shall compulsorily require 2 (two) Operating Trustees. The Chairman of the School Managing Committee shall preside over all such meetings.

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ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಸಂಘದ ಉಪನಿಯಮ ಸಂಖೆ, 5(9) ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ರಾಜ್ಯ ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಇಲಾಖಾ

ನೌಕರರ ವಿವಿಧೋದ್ದೇಶ ಸಹಕಾರ ಸಂಘ ನಿಯಮಿತ



The Karnataka State Registration and Stamps Department Official's Multipurpose Co-Operative Society Ltd.

> ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು This sheet can be used for any document

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In the absence of the Chairman of the School Managing Committee, the Secretary of the School Managing Committee shall be appointed to carry out the functions of the Chairman. All decisions taken by the Managing Committee with respect to the operations, management or administration of the School and/ or removal or change to the Operating Trustees shall require the affirmative consent of the Operating Trustees.

- 6.5B. It is expressly clarified that the Founding Trustees shall not, without obtaining the affirmative consent of the Operating Trustees, be entitled to pass any resolution with respect to the affairs of the School."
- It is agreed between the Trustees that the unnumbered paragraph in Clause 7 9. immediately after the heading shall be amended to read as follows:

"The Trust and its units, save and except the School, shall be managed by the Trust Managing Committee subject to the guidelines/ directions issued by the Founding Trustees from time to time. The Founder Trustees shall have the sole powers to direct the Trust Managing Committee to alter, modify or cancel any decision taken by it. It is agreed that the School shall be administered by the School Managing Committee as per the directions of the Operating Trustees, and such Operating Trustees shall have the sole right to alter, modify or cancel any decision taken by the School Managing Committee with respect to the subject matter relating to the School'.

The Trustees agree that all powers granted to the Managing Committee under 10. clause 7 shall be deemed to be granted to the Trust Managing Committee and such powers shall be exercised in exception to matters falling within the purview of School or its operations, in any manner.

The Trustees agree that Clause 7.1(i) of the Trust Deed shall be amended to 11. read as follows:

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ಕರ್ನಾಟಕ ರಾಜ್ಯ ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಇಲಾಖಾ ನೌಕರರ ವಿವಿಧೋದ್ದೇಶ ಸಹಕಾರ ಸಂಘ ನಿಯಮಿತ ದಸ್ತಾವೇಜು ಹಾಳೆ Document Sheet



The Karnataka State Registration and Stamps Department Official's Multipurpose Co-Operative Society Ltd.

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- "7.1(i) All the aforesaid powers of Administration shall be exercisable by majority consent of the Board of Trustees. All capital expenses of the Trust shall be authorised by the Board of Trustees. The recurring expenses, other than expenses pertaining to the School, within the budgeted limits, may be authorised by any person authorised by the Trust Managing Committee".
- 12. The Trustees agree that Clause 7.4 of the Trust Deed shall be deleted in its entirety.
- 13. The Trustees agree that Clause 7A shall be inserted before Clause 8 of the Trust Deed, as follows:
 - "The following decisions shall be taken by a simple majority of the Trustees:
 - i. Change/ modification in objectives of the Trust
 - ii. Change in the total number of Trustees constituting the Trust and appointment of additional Trustees.
 - iii. Any investment made by or on behalf of the Trust for an amount exceeding ₹1,00,000/- (Rupees One Lac only)
 - iv. Any investment or disinvestment relating to Fixed Assets.
 - v. Any association with a third party for a term of more than 11 (eleven) months."
- 14. The Trustees agree that Clause 15 of the Trust Deed shall be amended to read as follows:

"The terms and conditions of the Trust Deed may be amended by the unanimous consent of the Board of Trustees. However, no such amendment shall be made which may prove to be repugnant to the provisions of Clause 2(15), 11, 12, & 13 and 80(G) of the Income Tax Act, 1961 as amended from time to time. Further, no amendment of the objects for which the Trust is created shall be carried out without the approval of the Commissioner of Income

Tax."

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ಕರ್ನಾಟಕ ರಾಜ್ಯ ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಇಲಾಖಾ ನೌಕರರ ವಿವಿಧೋದ್ದೇಶ ಸಹಕಾರ ಸಂಘ ನಿಯಮಿತ

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The Karnataka State Registration and Stamps Department Official's Multipurpose Co-Operative Society Ltd.

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- Except for the amendments as provided for hereinabove, all the other provisions 15. of the Trust Deed shall remain in full force and effect without any alteration thereto and shall be enforceable under applicable law.
- The terms and conditions recorded in this Amendment Deed shall be read and 16. interpreted in conjunction with those of the Trust Deed. In the event of there being an inconsistency in the interpretation of the provisions of the Trust Deed and this Amendment Deed, the terms of this Amendment Deed shall take precedence.
- This Amendment Deed shall be executed in 2 (two) counterparts. The Operating 17. Trustees shall be entitled to retain the original and the Founding Trustees shall retain the copy. It is agreed that the original Trust Deed shall be retained by the Founding Trustees.

IN WITNESS WHEREOF THE PARTIES HEREIN HAVE SIGNED THIS AMENDMENT DEED ON THE DAY, MONTH AND YEAR FIRST ABOVE MENTIONED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

WITNESS:

1. Kumer

Ramafandra Cuillege

Kongeni Hobli

B' 108e-60

2. Ragher

Ramasandra

Scellker (P)

Lenger (H)

Bayab, 60

1. (Manjunath.P)

2. (Smt. Kavitha)

Sheloko?
3. (Smt. Sheela Rao)

DRAFTED BY

4. (Sri. Shripad Gangadhar Bhat)

ADVOCATE & NOTARY TRUSTEES: No.2663/J, 6th 'B' Main, Largut Vijaynagar,

	ಕರ್ನಾಟಕ ಸರ್ಕಾರ	
ನೊ	«ಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ	
	ಪ್ರಪತ್ರ 1 <mark>5</mark>	
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Original	ದಿನಾಂಕ : 22/09/2022	
ಶ್ರೀ Manjunath P. S/o Parc	amashivaiah - ಇವರಿಂದ ಸ್ವೀಕರಿಸಲಾಗಿದೆ	
2022 - 23 ವರ್ಷದ ' ೦ ಸಂಖ್ಯೆಯ	ಅರ್ಜಿಗಾಗಿ	
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Print date & time: 22/09/2022, 04:20:34 PM ಕರ್ನಾಟಕ ಸರ್ಕಾರ ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ ಪ್ರಪತ್ರ 15 (78 ನೇ ಪ್ರಕರಣ ಹಾಗೂ 110ನೇ ನಿಯಮವನ್ನು ನೋಡಿ) Receipt No: 8361 ಕಛೇರಿ : ಕೆಂಗೇರಿ Original ದಿನಾಂಕ : 22/09/2022 Sri Manjunath P. S/o Paramashivaiah - ಇವರಿಂದ ಸ್ವೀಕರಿಸಲಾಗಿದೆ 2022 - 23 ವರ್ಷದ' ಪುಸ್ತಕ - 4 ಪುಸ್ತಕದ 203 ಸಂಖ್ಯೆಯ ಪತ್ರದ ನೊಂದಾವಣೆಗಾಗಿ ರೂ. ಪೈ. ನೋಂದಣಿ ಶುಲ್ನ 500.00 ದ್ವಿ ಪ್ರತಿ ಶುಲ್ಡ 200.00 ಸ್ವ್ಯಾನಿಂಗ್ ಫೀ 700.00 1400.00 ఒట్ను : Rs. 1400.00 ಚಲನ್ ಮೂಲಕ Challan No CR0922003000608695 Rs.1400/- dated 22/Sep/2022. ನಗದಾಗಿ ಸ್ವೀಕರಿಸಿದ ಮುದ್ರಾಂಕ ಶುಲ್ಕ : ------0 1400.00 ఒట్ను : (ಅಕ್ಷರದಲ್ಲಿ) (ರೂ. ಒಂದು ಸಾವಿರದ ನಾಲ್ಕು ನೂರು) ಮೇಲಿನ ದಾಖಲಿಯನ್ನು 22/09/2022 ದಿನದಂದು ಕೊಡಲಾಗುವುದು

€ Cecker ಸ್ಟರ್ ರಜ್ಯಾ ರೈಕೆಂಗೇರಿ ಉಪನೋಂದ್ರ ಕಾಧಿಕಾರ

Designed and Developed by C- DAC Pune.

ಜಯನಗರ (ಕೆಂಗೇರಿ)

