

77/20 20/BKM



தமிழ்நாடு தமில்நாடு TAMILNADU 15/12/2020
RMINDS FOUNDATION,
Chennai

CC 336631
R. RAGUPATHI
STAMP VENDOR, L/No. C3/4839/89
No. 37, VILLAGE ROAD, NOW KNOWN AS
No. 79/91, VALLUVARKOTTAM HIGH ROAD
NUNGAMBAKKAM, CHENNAI-600 034
MOBILE: 9445114347

AMENDMENT OF TRUST DEED

THIS AMENDMENT TRUST DEED OF RMINDS FOUNDATION executed at Chennai on this 15th Day of December 2020 by its FOUNDER AND MANAGING TRUSTEE Mrs. Maryam Syed Salahuddin wife of Mr. Maqbool Khan Abdul Razick aged about 45 years residing at No-6, Wallace Garden, 1st Street, Nungambakkam, Chennai-600 034

WHEREAS the original trust deed executed on 11th Dec 2013 and the same was registered with the Sub Registrar, Pammal, Chennai as Document Number.171 IV 2013. Subsequently the amendment executed to the trust deed on 30th January 2015 which also registered with the Sub-Registrar, Nungambakkam, as Document No. 14/2015.

WHEREAS The trustees of the board have decided to amend certain clauses in the original and subsequent amendment deed by passing appropriate resolution in the trust board held on various dates viz., 19th Jul 2019, 21st Sep 2019, 05th November 2019 and 15th Dec 2020. Therefore the following amendments have become necessary to be incorporated to the original trust deed.

....2

Document No. 77 20 20 of Book IV
Contains 23 Sheets
1 Sheets
Joint Sub Registrar -
(District Registrar, Cauvery
Thousand Lights
THE SEAL OF THE REGISTRAR
15
17 12 2020

AMENDMENTS

1) Clause 2 of the Amended Trust Deed Dated 30th Jan 2015 (Doc No-14/2015) in Page No-3 & 4

2.The Founder shall be a Trustee and the Founder Trustee shall not appoint any persons as trustees to the trust without the written consent of Co-Founder Trustee & Chairman. The portfolio of the trustees are mentioned hereunder :

i. CO-FOUNDER TRUSTEE & CHAIRMAN :-

Mrs. Maryam Syed Salahuddin wife of Mr.Maqbool Khan Abdul Razick aged about 45 years residing at No-6, Wallace Garden, 1st Street, Nungambakkam, Chennai-600 034

ii. MANAGING TRUSTEE & CHIEF EXECUTIVE OFFICER

Mr. Francis Joseph Chowalloor son of Late C.C.Joseph, aged about 44 years belongs to Christian religion residing at No.102, Richmond Heights, 12th Road, Chembur east, Mumbai East, Maharashtra-400 071.

iii. TRUSTEE-MEMBERS:-

- 1) Mr. Thayil Koshy Mathew, S/O Late.Mr.P.T.Koshy, aged about 78 Years , residing at No.A12, Sarvodaya Society, Shivshrusti, Kurla East, Mumbai-400 024.
- 2) Ms.Rukhiya Syed Salahuddin, wife of Mr. Mohammed Azar, aged about 33 Yrs, residing at No.6, Wallace Garden 1st Street, Nungambakkam, Chennai 600034
- 3) Mr. Mohammed Ali, son of Mr. Syed Abdul Cader, aged about 36 Yrs, residing at No.1, Lakshmi Street, Kilpauk, Chennai – 600010.
- 4) Mr.S.S. Iqbal, S/o Mr.S.M.Abdul Kaiyoom, aged about 60 Yrs, residing at No.49/51, Kamarajapuram 2nd Street, Lake Area, Nungambakkam, Chennai – 600034
- 5) Mr. Abdul Hasan Ibrahim, S/o Mr. Abdul Offur, aged 54 Yrs, residing at No. 9\164 Thachar Street, Kilkarai – 623517, Ramnad District, Tamilnadu

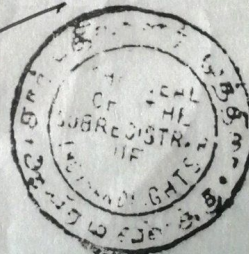
3. If any vacancy arises to the office of the Founder Trustee \ Managing Trustee \ Trustee Members, It shall be filled by the Co-Founder Trustee & Chairman. In case of any vacancy arises to the office of Co-Founder Trustee & Chairman, It shall be filled by Trustees by taking unanimous decision of majority in the board meeting.

...3

May 99

Document No. ~~77~~ 20. 20 of Book IV
Contains 23 Sheets
2 Sheets

Joint Sub Registrar
(District Registrar Cadre)
Thousand Lights



Hereafter the same clause amended and shall be read as follows

Mrs. Maryam Syed Salahuddin (PAN-ALFPM5954P) wife of Mr. Maqbool Khan Abdul Razick aged about 51 years residing at No-6, Wallace Garden, 1st Street, Nungambakkam, Chennai, Tamilnadu-600 034 is appointed as a Founder and Managing Trustee of the trust by the trust board.

The Founder and Managing Trustee is the Founder of the Trust for life. The Founder and Managing Trustee shall recommend any persons irrespective of the race, religion or caste to the board of trustees for being appointed as a trustee. However final decision regarding appointment of trustees lies with board of trustees in the manner specified in the trust deed.

The other Trustee Members are as follows

- 1) Ms. Rukhiya Syed Salahuddin, wife of Mr. Mohammed Azar, aged about 39 Yrs, residing at No.6, Wallace Garden 1st Street, Nungambakkam, Chennai, Tamilnadu-600 034
- 2) Mr. Mohammed Ali, son of Mr. Syed Abdul Cader, aged about 41 Yrs, residing at No.1, Lakshmi Street, Kilpauk, Chennai, Tamilnadu- 600 010.
- 3) **Mr. Jainallaudeen Sadakkadulla (PAN-AIAPS4321C)** son of Mr. Jainallaudeen Khader Mohaideen Syed Ismail aged about 64 Yrs, residing at A3, Jamal Santini, No-1, 2nd Main Road, Seethammal Colony, Alwarpet, Teynampet, Chennai, Tamilnadu-600 018.
- 4) **Mr. Mohamed Abdul Kadhar (PAN-ALZPK6329G)** son of Mr. Amanulla aged about 42 Yrs residing at Sam Manzil, II Floor, Old No-30 New No-70, Kandappa Street, Pурсawalkam, Vepery Chennai, Tamilnadu-600 007

2) Clause 6 of the Amended Trust Deed Dated 30th Jan 2015 (Doc No-14/2015) in Page No-5 & 6

Every decision of the Co-Founder Trustee is not agreed upon, then the decision of the other Trustees Unanimously shall be taken by a majority of the trustees present and voting including (Proxy) and in the case of equality of votes, the chairman of the meeting shall have a casting vote, the trustees may pass any resolution by circulation, if it is unanimous.

Hereafter the same clause amended and shall be read as follows

Board of Trustees shall be taken the decisions by a majority rule of the trustees present and voting (including proxy). In the case of equality of votes, the chairman of the meeting shall have a casting vote, the trustees may pass any resolution by circulation if it is unanimous

....4

May 99

Document No. 77 20.20 of Book 14
Contains 23 Sheets
3 Sheets

Joint Sub Registrar - II
(District Registrar Cadre)
Thousand Lights



3) Clause 7 of the Amended Trust Deed Dated 30th Jan 2015(Doc No-14/2015) in Page No-6

The Managing Trustee of the Trust shall hold the office for a period of two years from this date of this amendment trust deed. After the expiry of the period of the managing trustee, the Co-Founder Trustee & Chairman shall extend the period of the existing managing trustee to a certain period or nominate the next managing trustee. The co-founder trustee and Chairman shall also terminate the services of managing trustee before expiry of the tenure. In other case the managing trustee while relieving from the official duties shall handover all the duties and responsibilities handled by him in a proper Trustee Meeting, falling which the Managing Trustee shall be liable for all consequences as per due process of law.

Hereafter the same clause amended and shall be read as follows

The founder and managing trustee shall hold the office of the trust for life. However founder and managing trustee shall nominate any person to be appointed as managing trustee. The managing trustee so nominated by the founder and managing trustee shall be appointed through the resolution passed in the trustee board meeting.

The managing Trustee so appointed shall hold the office for a period of two years subject to the proposal pronounced by the founder and managing trustee to the board. The managing trustee shall be removed from the board if board decides to remove by passing the resolution in the board meeting. In other case the managing trustee while relieving from the official duties shall handover all the duties and responsibilities handled by him in a proper Trustee Meeting, falling which the Managing Trustee shall be liable for all consequences as per due process of law.

4) Clause 8 of the Amended Trust Deed Dated 30th Jan 2015(Doc No-14/2015) in Page No-6

The Co-Founder Trustee shall be chairman and shall be the convenor of all meetings of the trust/Trustees. The Managing Trustee shall execute all the instructions of the co-founder trustee without any delay/default.

Hereafter the same clause amended and shall be read as follows

The Founder and Managing Trustee shall be convenor of all the meetings of the trust/trustees. In case of Managing Trustee nominated and appointed by the Founder Trustee, the managing trustee shall execute all the instruction of the Founder Trustee & Managing Trustees.

5) Clause 8 of the Amended Trust Deed Dated 30th Jan 2015(Doc No-14/2015) in Page No-6

The Co-Founder Trustee shall be chairman and shall be the convenor of all meetings of the trust/Trustees. The Managing Trustee shall execute all the instructions of the co-founder trustee without any delay/default.

....5

M-1999

Document No. 77 of Book 20
..... of 23 Sheets
.....
.....
.....
.....

Joint Sub Registrar
(District Registrar Cause)
Thousand Lights



Hereafter the same clause amended and shall be read as follows

The Founder and Managing Trustee shall be convenor of all the meetings of the trust/trustees. In case of Managing Trustee nominated and appointed by the Founder Trustee, the managing trustee shall execute all the instruction of the Founder Trustee & Managing Trustees.

6) **Clause 9 of the Amended Trust Deed Dated 30th Jan 2015 (Doc No-14/2015) in Page No-6 & 7**

The Co-Founder Trustee & Chairman shall be the Head and Managing Trustee shall be Chief Executive officer of the trust who shall represent the Trust in all day to day matters connected with the Trust. All decisions of the Managing Trustee & Chief Executive officer shall be taken only after the written consent of the Co-Founder Trustee & Chairman.

Hereafter the same clause amended and shall be read as follows

The Founder and Managing Trustee shall be the Head of the trust who shall represent in all day today matters connected with the trust.

7) **Clause 10 of the Amended Trust Deed Dated 30th Jan 2015 (Doc No-14/2015) in Page No 7**

The Managing trustee shall be entitled to determine from time to time the number of board of trustees and shall constitute the board of Trustees.

Hereafter the same clause amended and shall be read as follows

The Founder and Managing Trustee shall be entitled to determine from time to time the number of board of trustees and shall constitute the board of Trustees.

8) **Clause 11 of the Amended Trust Deed Dated 30th Jan 2015 (Doc No-14/2015) in Page No-7**

The Managing trustee shall have all powers to appoint one among the trustees as secretary and treasurer of the trust.

Hereafter the same clause amended and shall be read as follows

The Founder and Managing Trustee shall have all powers to appoint one among the trustees as secretary and treasurer of the trust.

9) **Clause 12 of the Amended Trust Deed Dated 30th Jan 2015 (Doc No-14/2015) in Page No-7**

The Managing trustee may change the designation of trustees, allocate and reallocate duties among them as feels convenient.

Hereafter the same clause amended and shall be read as follows

The Founder and Managing Trustee may change the designation of trustees, allocate and reallocate duties among them as feels convenient.

....6

Document No. 77 20 20 of Book 17
Contains 23 Sheets
5 Sheets

[Signature]
Joint Sub Registrar - II
(District Registrar Cadre)
Thousand Lights



May 99

10) Clause 13 of the Amended Trust Deed Dated 30th Jan 2015 (Doc No-14/2015) in Page No-7 & 8

A Trustee (including the managing trustee) can be removed from the position by the Co-Founder Trustee & Chairman if the said Co-Founder Trustee feels that the said trustee is acting against the interest, aim and object of the trust and obstruct the development of the trust objectives.

Hereafter the same clause amended and shall be read as follows

A Trustee can be removed from the position by the Founder and Managing Trustee if the said Founder and Managing Trustee feels that the said trustee is acting against the interest, aim and object of the trust and obstruct the development of the trust objectives.

11) Clause 14 of the Amended Trust Deed Dated 30th Jan 2015 (Doc No-14/2015) in Page No-8

The Managing trustee along with the Treasurer OR Secretary or as decided by the Co-Founder Trustee & Chairman shall jointly operate the bank account of the trust on behalf of the trust.

Hereafter the same clause amended and shall be read as follows

The Founder and Managing trustee along with other Trustees shall jointly operate the bank account of the trust on behalf of the trust.

12) Clause 15 of the Amended Trust Deed Dated 30th Jan 2015 (Doc No-14/2015) in Page No-8

To open account with one or more banks in the name of the Trust this shall be operated by the Managing Trustee along with the Treasurer or Secretary or as decided by the Co-Founder & Chairman and deposit the monies of the Trust in such accounts.

Hereafter the same clause amended and shall be read as follows

To open account with one or more banks in the name of the Trust this shall be operated by the authorized Trustees along with the Treasurer or Secretary or as decided by the Founder & Managing Trustee and deposit the monies of the Trust in such accounts.

13) Clause 17 of the Amended Trust Deed Dated 30th Jan 2015 (Doc No-14/2015) in Page No-9

The Trustee can be removed from the position by the Co-Founder trustee Chairman, if the said trustee is acting against the interest, aim and object of the trust and obstruct the development of the trust objectives.

...7

May 99

Document No. 77 20 20 of Book IV
Contains 23 Sheets
6 Sheets

Joint Sub Registrar - II
(District Registrar Cadre)
Thousand Lights



Hereafter the same clause amended and shall be read as follows

The Trustee can be removed from the position by the Founder and Managing Trustee, if the said trustee is acting against the interest, aim and object of the trust and obstruct the development of the trust objectives.

14) Clause 18 of the Amended Trust Deed Dated 30th Jan 2015 (Doc No-14/2015) in Page No-9 & 10

The bank accounts shall be opened in any scheduled bank, the account therein shall be in the name of the Trust and the same shall be operated by the Managing Trustee along with the Treasurer or secretary or as decided by the C- Founder & Chairman. The Trust shall also have all powers to borrow loans from bank/s private bank/s or other financial institutions either on mortgage or pledge or otherwise on the movables or immovable properties of the trust for the purpose of achieving the objects of the trust and all the documents for the same shall be executed by the Managing Trustee along with the Treasurer or secretary of the trust.

Hereafter the same clause amended and shall be read as follows

The bank accounts shall be opened in any scheduled bank, the account therein shall be in the name of the Trust and the same shall be operated by the Trustees authorized by the Founder and Managing Trustee along with the Treasurer or secretary or as decided by the Founder and Managing Trustee. The Trust shall also have all powers to borrow loans from bank/s private bank/s or other financial institutions either on mortgage or pledge or otherwise on the movables or immovable properties of the trust for the purpose of achieving the objects of the trust and all the documents for the same shall be executed by the authorized Trustees by Founder and Managing Trustee along with the Treasurer or secretary of the trust.

15) Clause 19 of the Amended Trust Deed Dated 30th Jan 2015 (Doc No-14/2015) in Page No- 10

The meeting of the Trustees shall be held at such Place and at such times as the Co-Founder trustee Chairman along with the other trustees decide. Any Four trustees shall be the quorum for all matters arising at are dealt with at the meeting, all matters shall be decided by majority of votes and incase of any equality of votes the chairperson shall have casting vote. The other trustee shall also have their rights to vote through proxy or send a written email to the Co-Founder trustee Chairman.

Hereafter the same clause amended and shall be read as follows

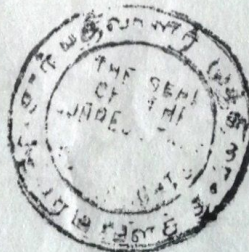
The meeting of the Trustees shall be held at such Place and at such times as the Founder and Managing Trustee along with the other trustees decide. Any Three trustees shall be the quorum for all matters arising at are dealt with at the meeting, all matters shall be decided by majority of votes and incase of any equality of votes the chairperson shall have casting vote. The other trustee shall also have their rights to vote through proxy or send a written email to the Founder and Managing Trustee.

....8

Document No. 77 20 20 of Book IV
Contains 23 Sheets
7 Sheets

[Signature]
Joint Sub Registrar - II
(District Registrar Cadre)
Thousand Lights

M 19/99



16) Clause 20 of the Amended Trust Deed Dated 30th Jan 2015 (Doc No-14/2015) in Page No- 10

The Meeting of board of trustees may be convened by the secretary or the trust. Any Four trustees may require a meeting to be convened thereupon the chairman along with the managing trustee shall conscience a meeting of the trustees.

Hereafter the same clause amended and shall be read as follows

The Meeting of board of trustees may be convened by the secretary or the trust. Any three trustees may require a meeting to be convened thereupon the Founder and Managing Trustee along with the trustee authorized by the Founder and Managing Trustee shall conscience a meeting of the trustees.

17) Clause 21 of the Amended Trust Deed Dated 30th Jan 2015 (Doc No-14/2015) in Page No- 10 & 11

The MANAGING TRUSTEE of the trust shall be authorized to sue or to be sued on behalf of the trust. The Managing trustee shall be empowered to give directions in consultation with the Co-Founder trustee & Chairman WITH REGARD TO Management of the Trust.

Hereafter the same clause amended and shall be read as follows

A Trustee authorized by the Founder and Managing Trustee shall be authorized to sue or to be sued on behalf of the trust. The Trustee so authorized shall be empowered to give directions in consultations with the Founder and Managing Trustee WITH REGARD TO the Management of the Trust.

18) Clause 22 of the Amended Trust Deed Dated 30th Jan 2015 (Doc No-14/2015) in Page No- 11

The Trust can be dissolved or wound up by the CO-FOUNDER TRUSTEE & CHAIRMAN with the written majority concurrence of the other TRUSTEES at a Meeting of the TRUSTEES as the assets and liabilities of the trust shall be transferred to another register Trust/ society with aims and objects similar to that of his Trust and registered by the Director of Income Tax Act (Exemptions/ Commissioner of Income Tax) U/s. 12AA of the Income Tax Act, 1961.

Hereafter the same clause amended and shall be read as follows

The Trust can be dissolved or wound up by the FOUNDER AND MANAGING TRUSTEE with the written majority concurrence of the other TRUSTEES at a Meeting of the TRUSTEES as the assets and liabilities of the trust shall be transferred to another register Trust/ society with aims and objects similar to that of his Trust and registered by the Director of Income Tax Act (Exemptions/ Commissioner of Income Tax) U/s. 12AA of the Income Tax Act, 1961.

...9

Document No. FF 20 20 of Book IV
Contains 23 Sheets
8 Sheets

May 1999

[Signature]
Joint Sub Registrar - II
(District Registrar Cadre)
Thousand Lights



19) Clause 23 (MISCELLANEOUS) of the Amended Trust Deed Dated 30th Jan 2015 (Doc No-14/2015) in Page No- 11 & 12

Where ever the decision of trustees (except the decision of CO-Founder trustee & Chairman) referred hereinabove and in the main trust deed shall mean and include the unanimous decision taken on majority (including proxy) in the meetings.

The Managing trustee shall not take any independent decision without consulting the Co-Founder trustee & Chairman unless or otherwise it is agreed specifically in writing (which may be in letter / email).

All or any correspondences made either between the Founder / Co-Founder / managing trustee / New trustees prior to this amendment trust deed shall have non No effect / No validity and are superseded by this terms of amendment trust deed.

In the event of any disputes arising between the parties regarding the interpretation of original trust deed and the Amendment trust deeds the trustees shall first discuss within themselves amicably, If not resolved as aforesaid, It shall be referred to a Sole Arbitrator Mr. Syed Salahuddin for redressed. The arbitration shall be governed by the provisions of Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be held in Chennai and the language of the proceedings shall be English. The award of the Sole Arbitrator shall be final and binding on the parties. Subject to the aforementioned clause on arbitration all disputes shall be subject to the exclusive jurisdiction of courts at Chennai only.

At present the trust has no moveable/immovable properties in the name except the corpus fund as stated in the original trust deed.

I wish to originate the amendment at the nearest SRO Thousand Lights. Except the above said amendment in the respective clauses and pages, all other clauses remain same as in the original Trust Deed.

Hereafter the same clause amended and shall be read as follows

Where ever the decision of trustees (except the decision of Founder and Managing Trustee) referred hereinabove and in the main trust deed shall mean and include the unanimous decision taken on majority (including proxy) in the meetings.

In the event of any disputes arising between the parties regarding the interpretation of original trust deed and the Amendment trust deeds the trustees shall first discuss within themselves amicably, If not resolved as aforesaid, It shall be referred to a Sole Arbitrator Mr. Syed Salahuddin for redressed. The arbitration shall be governed by the provisions of Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be held in Chennai and the language of the proceedings shall be English. The award of the Sole Arbitrator shall be final and binding on the parties. Subject to the aforementioned clause on arbitration all disputes shall be subject to the exclusive jurisdiction of courts at Chennai only.

....10

Document No. FF 20 20 of Book IV

Contains 23 Sheets

9 Sheets

Joint Sub Registrar - II
(District Registrar Cadre)
Thousand Lights

May 2015



At present the trust has no moveable/immovable properties in the name except the corpus fund as stated in the original trust deed.


I wish to originate the amendment at the nearest SRO Thousand Lights. Except the above said amendment in the respective clauses and pages, all other clauses remain same as in the original Trust Deed.

In Witness whereof the FOUNDER to this deed has set his hands on this the day of Month year in the presence of the following witnesses:

M 4 99
FOUNDER & MANAGING TRUSTEE

WITNESSES

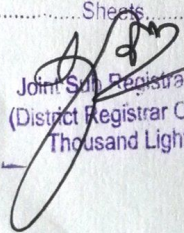
1) M. Niaz Ahmed
M. Niaz Ahmed
39/25, Damotharan Puram,
Adyar, Chennai - 20

2) 
R. ABDUL RAOUF
MITHAROWS ROAD
Chennai 600006

Drafted By
S. Subramanian

S. SUBRAMANIAN
DOCUMENT WRITER
L.No: A / 1912 / 99 / Ch. (C)
Flat No. C/4, Shanti Apts.,
3/2, Sri Krishnapuram Street,
Royapettah, CHENNAI - 14

Document No. FF 20 of Book IV
Contains 23 Sheets
10 Sheets


Joint Sub Registrar
(District Registrar Care)
Thousand Lights

