

27 duly stamped under
the Bengal Stamp (Amendment)
Act, 1922 Schedule 1. Assessed
No. 256
Fee paid as under



Sub Registrar of Assurances
Calcutta. 10/10/36

THIS MEMORANDUM made this 10th day of October One
thousand nine hundred and thirty six BETWEEN RAJA BALDEODAS -
JUGALKISHORE BIRLA a firm carrying on business at No. 18, Mullick
Street in the town of Calcutta hereinafter called the DONORS
FOUNDERS (which term shall unless excluded by or repugnant to
the subject or context include each and every member of the said
firm of Raja Baldeodas Jugalkishore and his or their heirs and
representatives) of the ONE PART AND RAMESWARDAS BIRLA son of
Raja Baldeodas Birla residing at Bombay AND GHANSHYAMDAS BIRLA
son of the said Raja Baldeodas Birla residing at No.19, Store Road
Ballygunge in the town of Calcutta both by caste Vaishyas -
Merchants JAMUNALAL BAJAJ son of Ramchandras Bajaj deceased -
by caste Vaishya by occupation trader residing at Wardah PANDIT
HRIDAY NATH KUNZRU son of Pandit Ajoshya Nath deceased residing at
Allahabad AND PRABHUDAYAL HIMATSINGKA son of Ramrickdas Himat-
singka by caste Vaishya by occupation Solicitor of No.6, Old
Post Office Street in the town of Calcutta hereinafter called
the TRUSTEES (which term shall unless repugnant to the subject
or context be deemed to mean and include the Trustees for the
time being under the Indenture of Trust dated the Twenty-third
day of February one thousand nine hundred and twenty-nine hereit
-after recited) of the OTHER PART WHEREAS by an Indenture -
dated -



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Principal
Birla International School



No 2366



Said to P. J. Hans Lichy & Co.
to aid. P. J. Hans Lichy & Co.
Calcutta

Rubens Joo and
Said to P. J. Hans Lichy & Co.
H. Bhattacharya

Presented for registration at 11.15 P.M.
on the 10th day of Nov. 1936
at the Calcutta Registry Office by Mr. Probalindoyal

L. S. VENDOR,
High Court, Calcutta.

Heinrich Hingra
Heinrich Hingra

Probalindoyal Heinrich Hingra

Sub Registrar of Assurances
Calcutta.

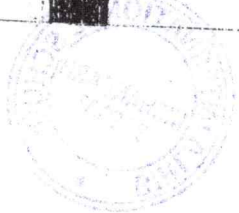
10/11/36

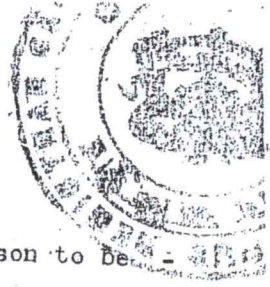
Extra is called by Mr. Probalindoyal
Heinrich Hingra of Ramrickhoo
Heinrich Hingra of Ramrickhoo
of No 6 old post of the Court Calcutta
for self as spl atty for Rameswar
Das Mitha as spl power of atty
no 6/19/36 with a copy of the
Order of the Calcutta Court
spl power of atty for
Jannamal Lal Nayak as
a spl power of atty no 728
of 1936 with a copy of the

Probalindoyal Heinrich Hingra
for self and is constituted
attorney for Rameswar
Das Mitha and Jannamal Lal Nayak
K. S. V. S. S. S.

Sub Registrar of Assurances
Calcutta.

10/11/36





under its control shall be managed by a person to be nominated by the Trustees who may or may not be a Trustee himself to be called the Honorary Superintendent who shall be assisted by an Advisory Committee consisting of such representatives elected or nominated by the Trustees under such rules as may from time to time be framed by or under the directions of the said Trustees and such powers may be given to the Honorary Superintendent of vetoing any decision of any Advisory Committee and/or all such other powers as the Trustees may think proper AND WHEREAS the said Indenture further provides that the Trustees shall be entitled to -- frame alter add to and to amend the rules and regulations governing the Trust from time to time as occasion may arise AND WHEREAS the said Indenture further provides that in case the Trustees should differ in opinion in any matter the -- opinion of the majority should prevail and the said Indenture further provides that the said Donors and all persons having lawfully or equitably claiming any estate or any interest in the said Trust premises or Trust estate or any of them or any part thereof from under or in trust for them the said Donors shall and will from time to time and at all times at the -- request and costs of the said Donors their heirs and assigns do and execute or cause to be done and executed all such acts deeds and things whatsoever for further and more perfectly - assuring the said Trust premises and every part thereof unto and to the use of the said Trustees their heirs successors - and assigns in the manner aforesaid as shall or may be reasonably required AND WHEREAS pursuant to the powers provided for in the said Indenture dated the Twenty third day of February one thousand nine hundred and twenty nine the said Sreekissen Jaju resigned from his position as Trustee and Pandit Hriday Nath -

Principal
Birla International School



Sd/- Registrar of Assurances
Calcutta, 21/7/86

2.

dated the Twenty-third day of February One thousand nine hundred and twenty-nine and made between the Donors Founders of the One Part and the Trustees (other than the Trustee Pandit Hriday Nath Kunzru) and Sri Kissen Jaju of the Other Part after reciting that the Donors Founders were seised and possessed of and otherwise entitled to as - absolute owners of the lands hereditaments and premises mentioned and fully described in the Schedule "A" to the said Indenture and also - reciting that the Donors Founders were also possessed of and absolutely entitled to the shares Debentures etc. specified in Schedule "B" to the Indenture and also reciting that the Donors Founders being - desirous of providing facilities for giving education to the people ordinarily residing in Pillani and other places in Rajputana generally and being desirous of providing for the erection maintenance and upkeep of the buildings and houses for the school, college, board, houses and quarters of the school and college etc., had prior to the execution of the said Indenture dated the Twenty-third day of February One thousand nine hundred and twenty-nine, transferred assigned and handed over to the said Trustees (other than the said Pandit Hriday Nath Kunzru) and the said Sri Kissen Jaju the buildings and premises therein mentioned and had dedicated a sum of Rs 692783/0/9 (Rupees Six Lacs ninety-two thousand seven hundred and eighty three and pies nine) in the shape of shares and other investments fully described and mentioned in the - Schedule "B" thereunder upon the trusts and with and subject to the - powers conditions and provisions therein expressed AND WHEREAS prior to the execution of the said Indenture of Trust dated the Twenty-third day of February One thousand nine hundred and twenty nine the said - Trust was and thereafter has been known as "THE BIRLA EDUCATION TRUST" AND WHEREAS the said Indenture provides that subject to the control of the Trustees and to such rules and regulations as have been and may from time to time be passed by the Trustees the affairs of the Trust shall be conducted and its objects carried out and the institutions - under -



Nath Kunzru has been appointed as a Trustee in his place AND WHEREAS since the execution of the said Indenture dated the Twenty third day of February one thousand nine hundred and twenty nine the Trustees from time to time acquired properties upon the trusts mentioned in the said Indenture dated Twenty-third day of February one thousand nine hundred and twenty nine AND WHEREAS the said Trustees ordinarily reside at different places which are at a great distance from each other AND WHEREAS in the premises the Trustees have for the purpose of proper management of the trust funds and for the guidance of the Trustees framed the Rules hereinafter mentioned AND WHEREAS in order that there may be no question regarding the propriety or validity of the said Rules the Donors Founders have at the request of the Trustees agreed to join in these presents NOW THIS MEMORANDUM WITNESSETH as follows:-

1.- The Trust has all along been, and shall hereafter be known as "THE BIRLA EDUCATION TRUST".

2.- The Trustees are and shall be at liberty to accept and acquire properties for the purpose of the Trusts mentioned in the said Indenture dated the Twenty-third day of February one thousand nine hundred and twenty-nine and are and shall be at liberty to amalgamate the same with the original Trust Estate or keep the same or any portion thereof separate from the rest, with further liberty to the Trustees that any acceptance or acquisition of properties may be either for the general purposes of the said Trust or earmarked for special or particular purposes not inconsistent with the objects set forth in the said Indenture.

3.- One of the Trustees representing the Birla family shall be elected by the Trustees as the President of the Board of Trustees of the Birla Education Trust and he shall preside at all meetings of the Trustees. He shall continue to hold office till he resigns

when -


Principal
Birla International School



5.

when another Trustee of the said family may be elected in his place. He may nominate any other Trustee member of the Birla family or any other Trustee to act on his behalf during his absence from the country.

4.- The Trustees shall meet at such time and place as the President for the time being may from time to time think fit and transact such business as may be necessary for carrying on the administration of the Trust including the framing, amending and altering of the Rules and Regulations for the time being of the Trust. A meeting of the Trustees shall be convened by the President on a written requisition, expressly stating the objects of the meeting, of two or more Trustees - and if no meeting be called by the President inspite of such requisition within a month of the date of requisition, requisitionists will themselves be entitled to call such a meeting - No other business except as mentioned in the requisition shall be transacted at a meeting called on such requisition.

5.- The President may instead of convening a meeting circulate or cause to be circulated resolution or resolutions for the opinion of the Trustees. The Trustees may pass resolution or resolutions by circulating without actually holding a meeting.

6.- Two Trustees shall form a Quorum.

7.- Questions arising at any meeting shall be decided by a majority of votes and in case of an equality of votes the President shall have a second and casting vote.

8.- The President shall ordinarily preside at the meeting. If at any time the President is not present within fifteen minutes of the time appointed for the purpose of holding the meeting Trustees present shall choose one of themselves to be the Chairman of such meeting.

9.-

Sub Registrar of Assurances
Calcutta.

10/11/76
Sub Registrar of Assurances
Calcutta.

6.



9. A meeting of the Trustees for the time being at which a quorum is present shall become competent to exercise all or any of the authorities powers and discretions by or under this Deed vested in them or otherwise exercisable by them.

10.- One Trustee will not be liable for the acts and defaults of the other Trustee or Trustees.

11.- A resolution in writing circulated among all the Trustees and passed by a majority shall be as valid and as effectual as if it had been passed at a meeting of the Trustees duly called and convened.

12.- The Trustees may open an account or accounts in the name of the "Birla Education Trust" or in the name of any one or more of the Trustees with any Bank or Banks and operate on any such account. Any such account may be operated upon by such person or persons (whether a Trustee or not) as the Trustees may authorize in that behalf. In the event of any such person or persons not being available to operate on the account, the same may be operated upon and cheques may be signed and endorsed and all acts necessary in connection with any account or accounts of the Trusts may be done by any one or more of the Trustees or their constituted attorneys if so authorized by the said person or persons or by the Trustees.

13.- The title-deeds, shares, debentures, jewelleryes and other documents or properties for the time being forming part of the said Trust Fund may be kept in deposit in any Bank or Banks as the Trustees consider proper and any property so deposited may be withdrawn on the receipt of any two of the Trustees for the time being or their constituted attorneys authorized in that behalf. The Trustees by their resolution-passed in the manner hereinbefore provided may authorize the Bank or Banks concerned to collect dividends and interests and profits rents and other dues and grant valid receipts in

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Principal
Birla International School





in discharge therefor.

14.- All agreements, contracts, instruments, documents and papers to be signed or executed on behalf of the Trust may be signed by any two of the Trustees and shall be as effective and binding as if it was signed by all the Trustees.

15.- The Trustees may delegate any of their powers to a Committee consisting of such person or persons whether members of their body or not as they think fit. Any Trustee may delegate any of his powers by a Power of Attorney or other writing to his nominee or nominees who will be entitled to exercise the powers delegated in the same manner as the Trustees or the Trustee could do in person.

16.- It is expressly made clear that the power of the Trustees to frame, add to, alter or abrogate the rules for the time being including the foregoing rules is not in any way prejudiced.

17.- In case it be construed that any of the foregoing provisions cannot validly be made a part of the rules and regulations contemplated by the said Deed of Indenture dated the Twenty-third day of February one thousand nine hundred and twenty-nine the same may still be exercised by the Trustees as fresh powers granted by the Donors to and upon the Trustees as being necessary for carrying on the administration of the Trust.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED

at Calcutta by;

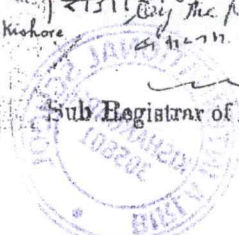
1) Raja Seth Baldevdas Jugal Kishore Birla

2) Rameswar das Birla

3) Ghanshyamdas Birla

4) Babhudoyal Himatsingka on

Sub Registrar of Assurances



Birla International School

1936 in the presence of:-

Shri Prakash Chatterjee
cont. to Messrs P. D. Himansingh & Co
Bombay Calcutta.

✓
Rameshwar Das
Birla

✗
Chaudhary
Birla

Shri K. K. Chakravarti
395, Kallolnagar, Bombay

Signed in the presence of
S. P. Chatterjee
Org. Secy, A. I. Samit
1 Kaitum Road, Allahabad.
12.9.36.

✓
Jammalal Bajaj

✗
H. N. Munz

✓
Prabhu Dayal Himansingh

(Handwritten signature in green ink)

Principal
Birla International School





6th International School
Mishra



10/11/36
Sub Registrar of Assurances
Calcutta.



THE SCHEDULE "A" ABOVE REFERRED TO :

1. ALL THOSE two buildings and premises used as school buildings with lands on which they stand being partly two storied and partly three storied with the compounds walls wells etcetra and which are bounded on the North by a road, on the South by Nora, on the East by Vidyapith road and On the West by Nora at Pilani within the -- Territories of the Maharaja of Jaipur in Rajputana.
2. ALL THOSE two storied masonry buildings used as Boarding House with the compounds and compound walls etcetra together with the - lands on which they stand bounded on the North by Nora, on the -- South by a road, on the East by a road and on the West by a well and situate at Pilani within the Territories of the Maharaja of Jaipur in Rajputana.
3. ALL THOSE building and lands measuring 333 feet east to west and 224 feet north to south intended and set apart for College Building and which is bounded on the North by new road, on the South by Kucha tank, on the East by lands belonging to Khanan and Matilal and on the West by the road leading to Nara and situate at Pilani within the Territories of the Maharaja of Jaipur in -- Rajputana.
4. ALL THOSE three Bungalows with the lands thereunder and compounds wells etcetra now used as quarters for teachers and which is bounded on the North by Nora, on the South by the Boarding House and on the East by Vidyapith Road and on the West by the Boarding House and situate at Pilani within the Territories of the Maharaja of Jaipur in Rajputana.
5. ALL THOSE two Bungalows used as quarters with the lands there under bounded on the North by a Road, on the South by Malis House on the East by a Road and on the West by vacant lands and situate at Pilani within the Territories of the Maharaja of Jaipur in -- Rajputana.



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Birla International School



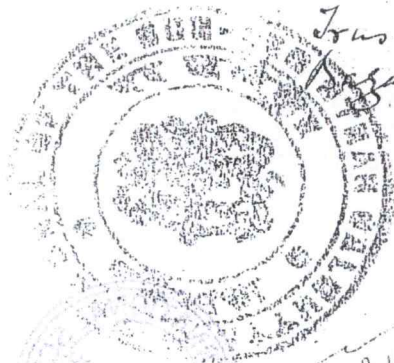
6. ALL THOSE five Bungalows used as quarters which are bounded on the North by a Road, on the South by Raj lands on the East by a Road and on the West by a Road and situate at Pilani within the Territories of the Maharaja of Jaipur in Rajputana.

7. ALL THOSE three Bungalows and quarters bounded on the North by Raj lands, on the South by the premises of Sanskrit Vidyalaya quarters, on the East by Raj lands and on the West by a Road and situate at Pilani within the Territories of the Maharaja of Jaipur in Rajputana.

8. ALL THOSE two Bungalows used as quarters together with the lands thereunder and which are bounded on the North by Jwala Prasad Pandit land, on the South by well, on the East by Malis House and on the West by a Road and situate at -- Pilani within the Territories of the Maharaja of Jaipur in Rajputana.

THE SCHEDULE "B" ABOVE REFERRED TO :

Preference share of the Birla Jute Manufacturing Company Limited valued at Rupees Six lacs cash Rupees Ninety two -- thousand seven hundred and eighty three - Total Rupees Six lacs Ninety-two thousand Seven hundred and eighty-three and pies nine only.



Trustee

Prabhu Chandra Bhowmik
for self and for Jannalal
and Ramswar Birla
(Trustees)

10/11/36
Calcutta.

Principal
Tribhuvan School

B/13

Each of the following is certified by Mr. Prabhakar
Doyal, authorizing the Minister of
Health to issue a certificate that children
whose parents have been
absent for Parents' Holiday
with Kinara are a special case
of Act no. 34 of 1937. Attendants of the
Municipality of Delhi.

[Signature]
Registrar of Assurance
CALCUTTA for P.M.
7/4/37

Holiday with Kinara
Prabhakar Doyal
Spl. case att.

No. 10.
Representation refused for
Jugal Kishore Birla and
Shamshery Birla -
Sd/- S. B. Birla
13-7-37

[Signature]

Principal
Birla International School



Dated this 10th day of October 1936

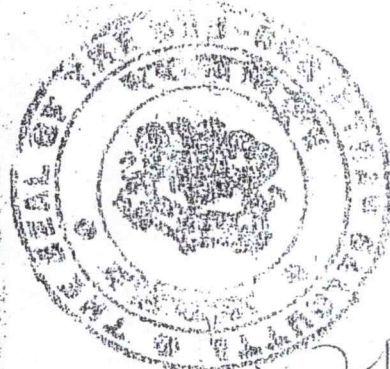
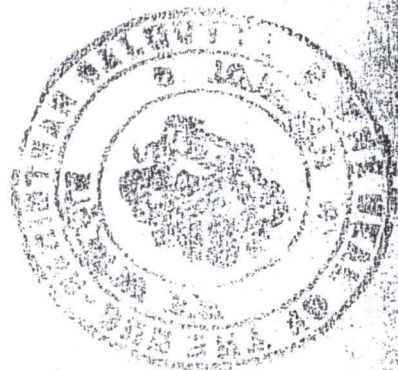
Recd.

B. E. Y
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MEMORANDUM
of
RULES & REGULATIONS
relating to
"THE BIRLA EDUCATION TRUST"

Part No. I
Volume No. 62
277-286
2253
1937

~~Book No. 82
Page No. 63 to 77
Year No. 1937~~



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Registrar of Assurances
Calcutta

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Registrar of Assurances
Calcutta

P. D. HIMATSINGKA & CO
SOLICITORS.

CALCUTTA

INDEXED.

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Clerk-in-charge