



उत्तर प्रदेश UTTAR PRADESH

97AC 065638

कार्यालय  
श्री प्रियदास, मौलानापुर  
मौलानापुर (बलराम)

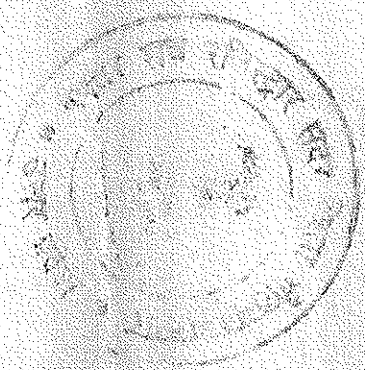
क्रमांक - 325/2016  
मिति श्री 5-5-16  
श्री 5-5-16

विलेख की सादरगति सादरगति इस  
पत्र-पत्र के साथ सादरगति है।

जय संख्या..... १११..... स्लाम्प विक्रेता की तिथि.....  
स्लाम्प लेन करने का प्रमाण.....  
स्लाम्प क्रमांक का नाम व पूरा पता.....  
स्लाम्प की धरती.....  
**अरविन्द कुमार स्लाम्प विक्रेता**  
लाइसेंस नम्बर-95/2003  
हाईकोर्ट की परीक्षाकरण की अधि-31-3-2017  
आम्बुदा स्लाम्प विक्रेता करने स्थान उप निवन्धक  
कार्यालय ग्रेटर नोएडा

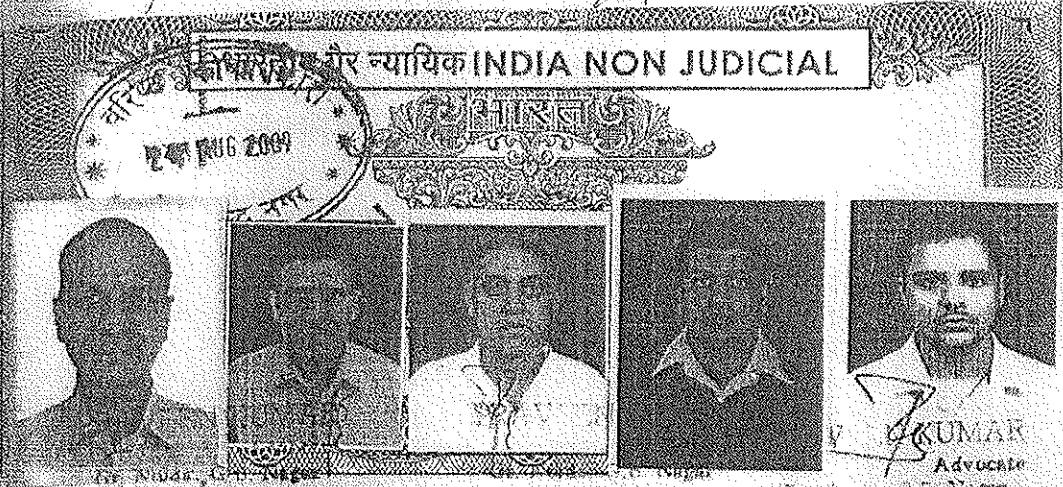
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उत्तर प्रदेश UTIAR PRADESH

Gr. No. G.B. Nagar G 412844

TRUST DEED

THIS DEED OF DECLARATION OF TRUST ("Deed") is made at Gr. No. G.B. Nagar on this 29th day of Aug, 2009.

BY AND BETWEEN

Mr. PRABHASH CHANDRA GARG (S/o Late Shri Jagdish Prasad) resident of Mohalla Sahuvan, Chandpur, Distt. Bijnor U.P. (hereinafter referred to as the "Settlor") which expression shall mean and include legal heirs, successors, representatives, agents, empowered attorneys and assigns, as the case may be, of the ONE PART

AND

- (1) [Mr. Ved Prakash Verma (son of Late Shri Ram Kumar Verma)] resident of [E-222, Sector-Beta-I, Greater Noida (G. B. Nagar) U.P.]
- (2) [Mr. Dhanraj Singh (son of Shri Buddhan Singh)] resident of [VIII - Sakipur, Greater Noida (U.P.)];
- (3) [Mr. Yogesh Dhati (son of Shri Dhanraj Singh)] resident of [VIII-Sakipur, Greater Noida (U.P.)];
- (4) [Dr. Prateek Garg (son of Shri Prabhaskh Chandre Garg)] resident of [Mohalla-Sahuvan, Chandpur Distt.- Bijnor (U.P.)];
- (5) [Mr. Rahul Rana (son of Late Shri Ram Kumar Verma)] resident of [E-222, Sector-Beta-Ist, Greater Noida (U.P.)];

1. [Signature] [Signature] [Signature] [Signature] [Signature]

2. [Signature] [Signature]

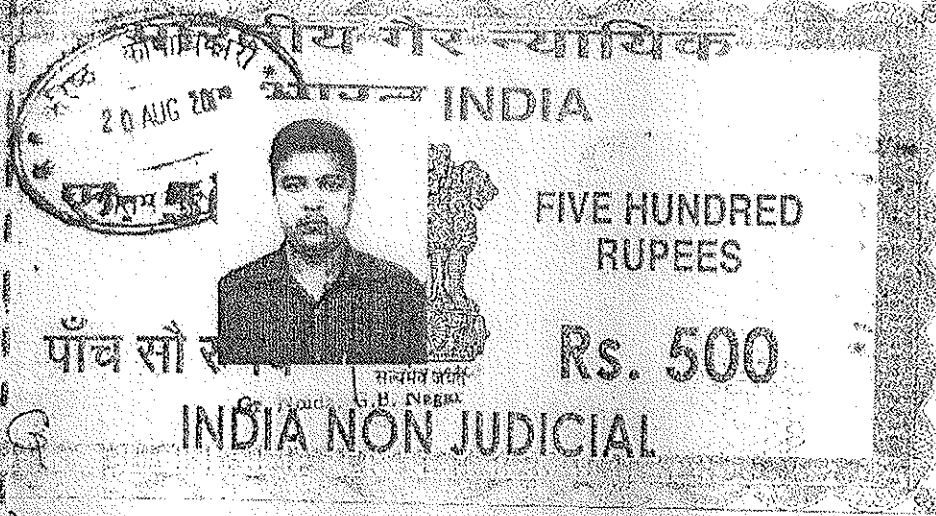
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उत्तर प्रदेश UTAR PRADESH

L. 329420

(hereinafter collectively referred to as the "Trustees" which expression unless repugnant to the context or meaning thereof, mean and include the successors to their office and/or any person appointed as a Trustee in terms hereof) of the OTHER PART.

The Settlor and the Trustees are hereinafter collectively referred to as the Parties and individually referred to as "Party")

WHEREAS

- A The Main Settlor has made an initial contribution of Rs. 25,000.00 to form a corpus fund of the Trust and entrusted the same to the Trustee. Apart from the said corpus fund, the Trust shall seek further endowments/donations and accretions that may be made of the Objects.
- B The Trustees have agreed to become the first trustees of the Trust as testified by their being parties to and executing this Deed, and
- C The Trustees hereby declare that the Trust Fund (as defined in Clause 4 hereof) shall be held upon trust for the Objects subject to the powers and provisions hereinafter appearing and the Trustees have agreed to accept the Trust fund on the terms and conditions hereinafter appearing.

*[Handwritten signatures and names over circular embossed seals]*

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 2009  
 27/8/2009

यास पत्र

25,000.00

520.00 1,000

म्हारा मी राशि  
 श्री/श्रीमती प्रभाष चन्द्र गर्ग  
 पुत्र / पत्नी श्री स्व० जगदीश प्रसाद  
 पेशा व्यापार  
 निवासी म्हापला साहयान चांदपुर जि०- विजनाई त०३०  
 उरवासी पत्ता: म्हापला साहयान चांदपुर जि०- विजनाई त०३०  
 मी यह लेखपत्र इय कार्यालय दिनांक 27/8/2009 समय 4:38PM  
 तंत्र निगमन तदु पेश किया।

महाराष्ट्र

योग शब्द लयभंग



राजेश कुलवारी  
 उप निबन्धक गौ०बुद्धनगर  
 सदर  
 27/8/2009

300.00 20

निष्पादन लेखपत्र याद सुमने च समझने मजमून  
 म्हापसी  
 श्री/श्रीमती प्रभाष चन्द्र गर्ग  
 पुत्र/पत्नी श्री स्व० जगदीश प्रसाद  
 पेशा व्यापार  
 निवासी म्हापला साहयान चांदपुर जि०- विजनाई  
 त०३०

महाराष्ट्र



श्री/श्रीमती वेदप्रकाश चर्मा  
 पुत्र/पत्नी श्री स्व० रामकुमार चर्मा  
 पेशा व्यापार  
 निवासी ई-222 सी० बीटा रोटर नौएडा  
 गौतमबुद्धनगर



श्री/श्रीमती धनराज सिंह  
 पुत्र/पत्नी श्री बुद्धन सिंह  
 पेशा व्यापार  
 निवासी ग्राम साकीपुर रोटर नौएडा गौतमबुद्धनगर

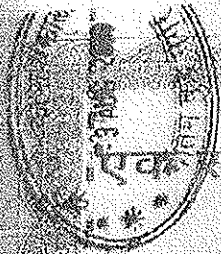
महाराष्ट्र



श्री/श्रीमती योगेश भाटी  
 पुत्र/पत्नी श्री धनराज सिंह  
 पेशा व्यापार  
 निवासी ग्राम साकीपुर रोटर नौएडा गौतमबुद्धनगर

महाराष्ट्र





भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



ONE  
HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

AB 565676

NOW THEREFORE THIS DEED WITNESSETH AND IT IS HEREBY DECLARED AS UNDER :

1 NAME AND OFFICE

The name of the Trust shall be Shri Krishna Education and Social Welfare Charitable Trust and its principal office shall be situated at [E-222, Sector Beta-1st, Greater Noida (U. P. )] or such other place as the Board of Trustees (as defined in Clause 5.1 hereof) may decide from time to time. The Trust may also set up administrative offices at such places as may be decided by the Board of Trustees from time to time.

2 FIRST TRUSTEES

The following persons, who have agreed to become the first trustees of the Trust as testified by their being parties to and executing this Deed, shall be the first trustees of the Trust:

- (1) [Mr Prabhash Chandra Garg (son of Late Shri Jagdish Prasad)]  
resident of [Mohalla-Sahujan, Chandpur Distt - Bijnor (U.P.)]
- (2) [Mr Ved Prakesh Verma (son of Late Shri Ram Kumar Verma)]  
resident of [E-222, Sector-Beta-1, Greater Noida (G. B. Nagar) U.P.]
- (3) [Mr. Dhanraj Singh (son of Shri Buddhan Singh)]  
resident of [Vill - Sakipur, Greater Noida (U.P.)].
- (4) [Mr Yogesh Bhatti (son of Shri Dhanraj Singh)]  
resident of [Vill-Sakipur, Greater Noida (U. P. )].

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

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श्री/श्रीमती श्री/श्रीमती  
पुत्र/पत्नी श्री/श्रीमती  
पेशा डाक्टर  
निवासी भीहल्ला साहेबान चांदपुर जि०- प्रिजनोर  
स०प्र०

श्री/श्रीमती डा० प्रतीक गर्ग  
पुत्र/पत्नी श्री प्रभाष धन्व गर्ग  
पेशा डाक्टर  
निवासी भीहल्ला साहेबान चांदपुर जि०- प्रिजनोर  
स०प्र०



श्री/श्रीमती राहुल राणा  
पुत्र/पत्नी श्री रज० राम कुमार वर्मा  
पेशा व्यापार  
निवासी ई-222 सै०- बीटा गेट नोएडा  
गौतमबुद्धनगर



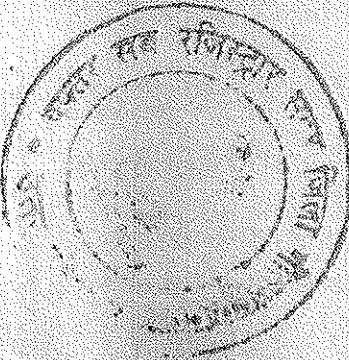
ने निष्पादन स्वीकार किया।  
निम्नको पहचान श्री गनोज भाटी  
पुत्र श्री धनराज सिंह  
पेशा  
निवासी ग्राम सागरीपुर गेट नोएडा गौतमबुद्धनगर  
व श्री प्रवीन कुमार  
पुत्र श्री एस०डी० सिंह  
पेशा बसलत  
निवासी जे-159 गागा गेट नोएडा गौतमबुद्धनगर  
ने की।

Manoj Bhati

PC



प्रत्यक्षतः भद्र सर्वश्रेष्ठों के निधान अण्डे निवमानुसार लिये गये हैं।



राजेश तिवारी  
उप निबन्धक गौ०बुद्धनगर  
सदर  
27/8/2009





उत्तर प्रदेश UTTAR PRADESH

AB 565677

- (5) [Dr. Prateek Garg (son of Shri Prabhashi Chandra Garg)]  
resident of [Mohalla-Sahuvan, Chandpur Distt.- Bijnor (U.P.)];
- (6) [Mr. Rahul Rana (son of Late Shri Ram Kumar Verma)]  
resident of [E-222, Sector- Beta-1st, Greater Noida (U.P.)];

3 AIMS OF OBJECTS OF THE TRUST

"Our strength lies in the villages!"

M.K. Gandhi

An approach to materialize the 'Mahatma's' unfulfilled dream of an integrated rural development. Using his concepts, redesigned to suit today's time, our objective is to work towards his visions of a united, proud, self sufficient and developing nation.

Creating an ambience for growth!

3.1 The main objects of the Trust ("Object") shall be as follows:

3.1.1 To establish, develop and maintain Engineering, Technical, Management & other professional courses

1. *[Handwritten signature]* V.P. Verma *[Handwritten signature]* August 1981  
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न्यासी

Registration No 766

Year : 2009

Book No. 4

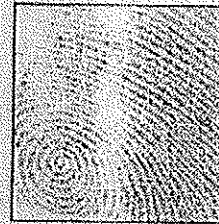
0101 प्रभाष चन्द्र गर्ग

रतु खगदीश प्रसाद  
 गीठवला सादुवान चांदपुर जिनो. विजगीर 8000  
 व्यापार



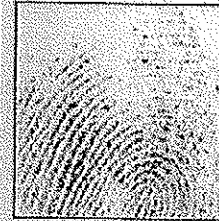
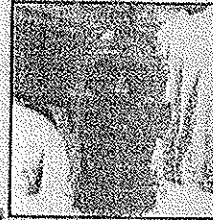
0102 देवप्रकाश वर्मा

रतु रामकुमार वर्मा  
 ई-222 सी०. डी० गेटर नीरुडा गीठमगुदुनगर  
 व्यापार



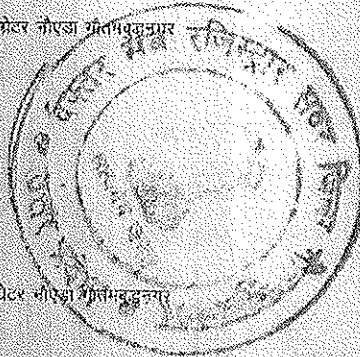
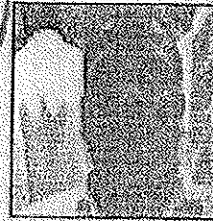
0103 धनराज सिंह

दुदुन शिर  
 ग्राम साकीपुर गेटर नीरुडा गीठमगुदुनगर  
 व्यापार



0104 धोरोश गार्दी

धनराज सिंह  
 ग्राम साकीपुर गेटर नीरुडा गीठमगुदुनगर  
 व्यापार





उत्तर प्रदेश UTTAR PRADESH

AB 565678

- 3.1.2 To establish, develop and maintain hospitals, medical schools, para-medical / medical colleges, nursing institutions, dispensaries, maternity homes and child & women welfare centers for the benefit and use of the general public
- 3.1.3 To establish, run and support schools, colleges, libraries, reading rooms, universities, laboratories, research and other teaching & law institutions of the like nature in India, for use of the students, the staff and also for the development and advancement of education and diffusion of knowledge amongst the public in general.
- 3.1.4 To educate and spread awareness amongst the general public using the various methods of media, i.e. films, visuals, advertisements, etc
- 3.1.5 To establish, maintain and run studentship, scholarships and render other kind of aid to students including supply of books, stipends, medals and other incentives to study, without any distinction as to caste, colour, race, creed or sex.
- 3.1.6 To promote, establish, support and maintain institution for the promotion of science, literature, crafts, handlooms & handicraft, music, drama and fine arts. To educate and build a powerful unit of skilled workers and to provide a platform to showcase their work/talent.
- 3.1.7 To establish, maintain or grant aid to homes for the aged, orphanages or other establishments for the relief and help of the poor, needy and destitute people, orphans, widows and the aged.

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*[Signature]* *[Signature]* *[Signature]* *[Signature]*

*[Signature]* *[Signature]*

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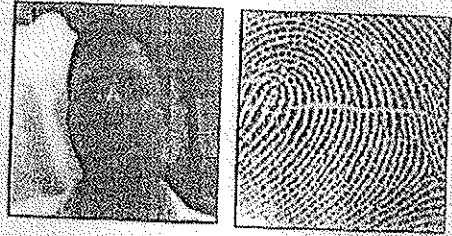
न्यासी

Registration No 766

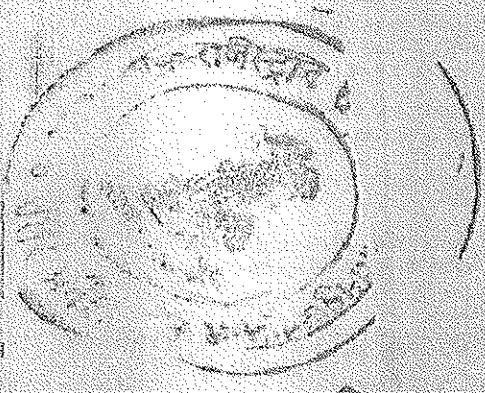
Year: 2009

Book No. 4

0105 डा0 प्रतीक गर्म  
प्रमाण चन्द्र गर्ग  
गौडाल्सा साहूदाम चांदपुर कि0- विजगीर ख0प्र0  
हाक्टर



0106 राहुल राणा  
रख0 राम कुमार वर्मा  
ई-222 सी0- बीटा रोटर नीरडा गीतमवृद्धनगर  
व्यापार



- 3.1.8 To establish and develop institutions for the physically handicapped and disabled or mentally retarded persons and to provide them education, food, clothing or other help.
- 3.1.9 To provide, manage and educate rural communities on safe drinking water, water management and disease reduction via proper sanitation.
- 3.1.10 To organize relief and carry on rehabilitation measures in times of calamities and disasters so as to mitigate human sufferings, alleviate distress and losses arising out of calamities such as floods, cyclones, fires, earthquakes, droughts, famines, wars, hostilities, riots, epidemics and other miseries affecting people in any part of India and to provide financial and other assistance to them.
- 3.1.11 To give aid to construct, re-construct, repair and make hospitable dwellings and structures for those in need.
- 3.1.12 To provide for food, medicine, clothing, financial assistance and other needs to the victims of the calamity.
- 3.1.13 To preserve, document and maintain the glory of the Heritage sites across the country for the benefit of the general public.
- 3.1.14 To develop, design and build basic growth infrastructure in small villages across the country, providing them the basic amenities of life.
- 3.1.15 To take over the control of other educational institutions in the branches of Engineering, Technical, Management, Medical Science and other professional Vocational education.
- 3.1.16 To open, found, establish, promote, setup, run, maintain, assist, finance, support and / or aid or help in the setting up and / or running boarding houses, libraries, reading rooms, vocational institutes, hospitals & medicals research centers. To establish, maintain and run boarding houses, boarding schools and residential accommodations for students and those who are connected with the institutions of the Trust.
- 3.1.17 To enter into any agreement or arrangement with any society, foundation, individual or other legal entity for achieving the objectives of the Trust.
- 3.1.18
  - a To pay, out of Trust funds, such sum as may be commensurate with its income, by way of scholarships, stipends, prizes, rewards, allowances and a view to help them in pursuing their studies in Engineering, Technical, Management, Medical and other professional education or for research or education work in India or abroad, as may be decided by the Trustee.
  - b To develop a healthy as well as critical attitude towards the development or mental, physical and moral upliftment of the students and those connected with the institutions run by the Trust so as to make them good citizens.
  - c To train and equip pupils to develop them as good, healthy and progressive citizens and be self-supporting in life in an honorable and decent way.
  - d To bring out, encourage and develop the incentive and research capabilities of the pupils and teachers and provide them with facilities for research.

*Handwritten signatures and notes:*

1. *[Signature]* Val. Kumar - *[Signature]* - Jyoti Bhat

*[Signature]* *[Signature]*

work in Engineering, Technical, Medical Science, Arts, Management and other allied areas of such types.

3.1.19 a. To charge moderate tuition fees and otherwise recoup for the outlay and expenses incurred in the upkeep and maintenance of institutions established or about to be established under this Deed.

b. The trust is a public charitable institution for the benefit of the general public, belonging to the general class of society, irrespective of their caste, creed or religion and has not been started with a view to earn any profits. All the income of the Trust or institution maintained by the Trust shall be utilized only towards promotion of aims and objects of the Trust. No benefits will be derived directly or indirectly by the Trustees.

3.1.20 a. In the event of winding up of the Trust at any point of time, the whole of the corpus fund and other funds and all movable and immovable properties belonging to the Trust or the Institution maintained by the Trust shall only be transferred to any public charitable Trust or Institution having similar aims and objects to be selected by at least 3/4th majority of the Trustees.

b. To take up any other activities of public interest as may be decided by the Trustees.

3.1.21 **OTHER OBJECTS** : To take up all the incidental and subsidiary objects necessary and / or useful in attainment and / or in furtherance of the above objects and also for

a. To open found, establish, acquire, promote, set-up, run, maintain, assist, finance, support and/or aid or help in the setting up and/or maintaining and/or running by monetary support or otherwise community Centers, Auditoriums, Sports Complex, Stadiums, Playground and part and other social welfare works and / or activities for public use

b. To meet traveling, boarding and lodging expenses of students going abroad for higher, Engineering, Technical, Medical, Management or other professional education.

c. To organize seminars, symposia and the like for intellectual stimulation and spreading message of the Contemporary thinkers, philosophers, social workers, scientists & economists and for discussion and critical analysis of topics of public importance.

d. To publish pamphlets, periodicals, wall papers and the like for advancement of medical, technical management and other professional education.

e. Upliftment of down trodden and economically weaker section of the society.

f. Distribution of free food, medicine milk and clothing and other help any shape to the poor and needy.

3.1.22 a. Holding of medical relief camps, such as eye camps for general medical check up, vaccinations, and for check up of other disease.

b. To acquire and maintain ambulance service.

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- c. To provide material help such as wheel chair, artificial limbs etc. to handicapped disabled and infirm persons.

4. **TRUST FUND**

4.1 The settlement Amount :

4.2 Subject to the provisions of this Deed and upon trust, the Trustees shall seek and accept further funds, securities, contributions, donations and accretions in cash/Cheque/D. D./Banker Cheque or in the form of moveable or immovable property from any person as deposits for the purposes of the attainment of the Objects and shall also take all necessary steps, in a timely manner, for the registration of the Trust with the government of India, under and subject to the provisions of the Foreign Contribution (Regulation) Act, 1976 and rules made thereunder, to enable the Trust to receive/ accept foreign contributions.

4.3 The existing and future funds, securities, contributions, donations, acquisitions, accretions in any shape, form or extent to/by the Trust from time to time and rents, profits and income thereof and the stocks, funds, properties (movable and immovable) and securities for the time being representing the same shall form the trust fund of the Trust (the "Trust Fund").

5. **TRUSTEES**

5.1 **Number:**

The number of Trustees shall be 6 Numbers at the time of forming this trust deed. The number of Trustees can increase as may be decided by the Board of Trustees from time to time. All Trustees existing at any given point of time shall constitute the Board of Trustees of the Trust (the "Board of Trustees"). The trustees named herein shall constitute the first Board of Trustees. Any person to be subsequently appointed as a Trustee shall have the following qualification:

- (a) the person should have attained the age of majority,
- (b) the person should be of sound mind, and
- (c) the person should be capable of holding property and should not be disqualified from contracting by any law to which the person is subject.

5.2 **Term of Office of Trustees:**

Subject to the terms contained herein, a Trustee shall hold office for [ Life ] from the date of his appointment and the Chairman after first chairman shall hold office for a term of [ 5 ] years from the date of his appointment. Upon expiry of the term of office of the Trustees/Chairman they shall be eligible for re-appointment.

5.3 **Appointment of New Trustees:**

The Chairman shall, subject to the other clauses of this Deed, nominate at any time any person as a Trustee for the proper and convenient management of the affairs of the Trust provided that before doing so the Chairman has taken the consent of such person in writing. This nomination shall be subject to the approval of the three fourth majority of the total strength of the Board of Trustees which shall not be unreasonably withheld by any of the Trustees.

5.4 **Resignation:**

*[Handwritten signatures and names are present here, including "V.P. Verma" and "Jogendra Bhat" with circular stamps.]*

The Trustees/Chairman shall have the right to resign by sending a resignation letter to the Board of Trustees. A Chairman who resigns from the office of the Chairman shall not cease to be a Trustee unless he specifically resigns from the office of Trustee as well. The resigning Trustee shall be under an obligation to simultaneously with his resignation execute all documents/deeds etc. to effect the transfer of all investments/ re-investments made out of the Trust Funds and standing jointly in his name in favour of the Trustee designated by the Board of Trustees. The resignation shall be accepted by 3/4<sup>th</sup> majority of the Trustees.

5.5 **Removal:**

Save as expressly provided herein, if any of the Trustees including the Chairman do not act according to the majority rule or as per this Deed, or act in a manner which is contrary to the Objects or interest of the Trust he/she/they can be removed by a resolution passed by the Trustees in a special meeting of the Board of Trustees convened for this purpose by a 3/4<sup>th</sup> majority of the total strength of the Board of Trustees and the removed Trustee shall not object to such removal in any manner whatsoever. Further the removed Trustee shall be under an obligation to execute all documents/ deeds etc. to effect the transfer of all investments/ re-investments made out of the Trust Funds and standing jointly in his name in favour of the Trustee designated by the Board of Trustees as directed by the Board of Trustees and within the period stipulated by the Board of Trustees.

5.6 **Vacancy:**

A vacancy in the office of a Trustee and/ or the Chairman shall be deemed to exist in case of death, inability, resignation, removal or refusal to act or in case the Trustee/Chairman is declared insolvent. Should any such vacancy in the office of the Trustee arises, the remaining Trustees may nominate a replacement, as they deem appropriate provided that before doing so the consent of such person to be appointed has already been taken in writing. Such a nomination would necessarily be made in case the number of Trustees falls below the minimum number of Trustees prescribed under this Deed. A Trustee so appointed will have the same powers and rights as the first trustees appointed in terms of the Deed and such Trustees upon their appointment shall be deemed to be the signatory of this Deed and shall be bound by the terms herein-contained. In case any vacancy in the office of the Chairman arises, the Trustees shall fill up such vacancy in accordance with clauses 5.2 and 5.3 hereof.

5.7 **Annual Meeting:**

A meeting of the Board of Trustees shall be held at least once a year. Annual meetings shall be called and noted/ recorded in the same manner as special meetings. At the annual meeting, the report of previous year will be read, accounts will be passed, budget for the coming year will be prepared and sanctioned and election of office bearers, if any, will be held.

5.8 **Special Meetings:**

Special meetings of the Board of Trustees may be called by the Chairman or by at least 3/4<sup>th</sup> of the total strength of the Board of Trustees by a written notice for convening the special meetings. Special meetings shall be held at the date, place and time stated in the written notice.

*1. [Signature]* V. P. [Signature] [Signature] [Signature]

[Signature]

[Signature]



5.9 Notice:

Notice of the annual meeting and any special meetings of the Board of Trustees shall be given to each Trustee at least [15 (fifteen) ] days before such meeting by registered mail and [7 (seven) ] days if given personally or by telephone. Notice in person or by telephone is to be confirmed by the Trustee so concerned by registered mail or otherwise at least [3 (three) ] days prior to the meeting.

5.10 Waiver of Notice:

The transactions of any meeting of the Board of Trustees, however called and noticed or wherever held, shall be deemed valid as though taken after regular notice at a meeting duly convened and held if a quorum is present, and either before or after the meeting, each of the Trustees not present signs a written waiver of the notice, a consent to holding the meeting, or an approval of the minutes of the meeting. The waiver of the notice or consent need not specify the purpose of the meeting. All waivers, consent and approvals shall be filed with the minutes of the meeting. Notice of a meeting shall also be deemed given to any Trustee who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

5.11 Quorum:

At least 5 (Five) Trustees personally present shall constitute a quorum of any meeting of the Board of Trustees. The Chairman shall preside over all the meetings of the Board of Trustees and in the absence of the Chairman in any meeting for more than 30 minutes, the Trustees present at the meeting shall elect 1 (one) amongst themselves to act as the chairman for such meeting and to preside over such meeting.

5.12 Action at a meeting:

Subject to the other clauses of this Deed, for passing of resolutions at the meetings of the Board of Trustees, the three fourth (3/4<sup>th</sup>) majority rule shall prevail unless otherwise specifically provided.

5.13 Actions in emergency:

If in the opinion of the Board of Trustees an emergency has arisen which requires immediate action to be taken, the Board of Trustees shall have the right to take such action as they deem necessary and inform and report the same to the Board of Trustees at the next meeting of the Board of Trustees and the Board of Trustees shall take note of the same in their meeting and ratify such action of the Chairman and record the same in the minutes.

5.14 Records:

The Board of Trustees shall appoint a Secretary who shall be responsible to maintain the minutes of all meetings of the Board of Trustees, notices convening the meetings and waiver of notices and other records etc. The minutes of all meetings and waiver of notices and other records etc. The minutes of all meetings of the Board of Trustees shall be regularly recorded in a minutes book to be maintained by the Secretary for this

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purpose and the minutes of any meeting shall be signed by the Chairman/Chairman of the meeting within 30 days of the conclusion of such meeting.

## 6. MANAGEMENT OF THE TRUST

The management and administration of the trust properties and affairs thereof shall vest in the Chairman, Secretary and Treasure jointly subject as herein mentioned. The Trustee shall exercise all such powers and do all such acts, deed, matters and thing as are required to be exercised or done to manage and administer the affairs of the Trust and Trust fund.

### 6.1 CHAIRMAN

Main Settler shall be the first chairman and managing Trustee and shall continue to hold offices for 5 years and thereafter The Board of Trustees shall elect from amongst themselves a "Chairman" of the Board of Trustees by three fourth (3/4<sup>th</sup>) majority of the total strength of the Board of Trustees. Notwithstanding anything to the contrary contained herein, [Mr. Prabhas Chandra Garg] is hereby appointed as the first Chairman of the Board of Trustees.

### 6.2 VICE CHAIRMAN

There shall be a vice chairman and managing Trustee who shall continue to hold offices for 5 years and thereafter The Board of Trustees shall elect from amongst themselves a "Vice Chairman" of the Board of Trustees by three fourth (3/4<sup>th</sup>) majority of the total strength of the Board of Trustees. Notwithstanding anything to the contrary contained herein, [Mr. Dhanraj Singh] is hereby appointed as the first Vice Chairman of the Board of Trustees.

### 6.3 Manager

There Shall be a Secretary and managing Trustee and shall continue to hold offices for 5 years and thereafter The Board of Trustees shall elect from amongst themselves a "Secretary" of the Board of Trustees by three fourth (3/4<sup>th</sup>) majority of the total strength of the Board of Trustees. Notwithstanding anything to the contrary contained herein, [Mr. Ved Prakash Verma] is hereby appointed as the first Secretary of the Board of Trustees.

### 6.4 JOINT MANAGER

There Shall be a Joint Secretary and managing Trustee and shall continue to hold offices for 5 years and thereafter The Board of Trustees shall elect from amongst themselves a "Secretary" of the Board of Trustees by three fourth (3/4<sup>th</sup>) majority of the total strength of the Board of Trustees. Notwithstanding anything to the contrary contained herein, [Dr. Prateek Garg] is hereby appointed as the first Joint Secretary of the Board of Trustees.

### 6.5 TREASURE

There shall be a Treasure of the Trust and he shall continue to hold offices for 5 years and thereafter The Board of Trustees shall elect from amongst themselves a "Treasure" of the Board of Trustees by three fourth (3/4<sup>th</sup>) majority of the total strength of the Board

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*[Mr. Prabhas Chandra Garg]* *[Mr. Dhanraj Singh]* *[Mr. Ved Prakash Verma]* *[Dr. Prateek Garg]*

*[Circular stamps]*

of Trustees. Notwithstanding anything to the contrary contained herein, [Mr. Rahul Rana] is hereby appointed as the first Treasure of the Board of Trustees.

### 6.3 DIRECTOR

There shall be a Director of the Trust and he shall continue to hold offices for 5 years and thereafter The Board of Trustees shall elect from amongst themselves a "Treasure" of the Board of Trustees by three fourth (3/4<sup>th</sup>) majority of the total strength of the Board of Trustees. Notwithstanding anything to the contrary contained herein, [Mr. Yogesh Bhat] is hereby appointed as the first Treasure of the Board of Trustees.

### 7. POWER AND DUTIES OF THE TRUSTEES:

The management and administration of the trust properties shall vest in the following management committee

- (i) Chairman (1)
- (ii) Vice Chairman (1)
- (iii) Manager (1)
- (iv) Joint Manager (1)
- (v) Director (1)
- (vi) Treasurer (1)

Rights & Duties of the President & other members.

#### (i) Chairman

- (i) To preside over all meetings of the trust
- (ii) To approve the date of meeting of trust
- (iii) To execute with consent of the Secretary regarding appointment and suspension of other members.
- (iv) To accept the resignations of members/employees of the trust with consent of the Secretary.
- (v) To discuss the matters with other Trustees.

#### (ii) Vice Chairman

In the absence of the President the Vice Chairman shall have to execute and exercise all power of the President

#### (iii) Manager

- (i) To verify all the papers of the trust.
- (ii) To make correspondence on behalf of the trust.
- (iii) To recommend the acceptance of resignations of the employees of the trust.
- (iv) To appoint, remove and promote the employees of the trust.
- (v) In special cases to exercise his discretion, which shall be acceptable to Chairman and all Trustees.

#### (iv) Joint Manager

- (i) Joint Manager will work in coordination/ absence of the Manager.
- (ii) In absence of the manager the Joint Manager shall have to execute and exercise all power of the Manager.

#### (v) Treasure

- (i) To execute all function related to fund of the trust.

*1. G. M. Rana* *Yogesh Bhat* *Yogesh Bhat*

*[Signatures]*

(i) To prepare cash books etc of the trust.

(VI) Director

- (i) To complete and execute the proceeding of the last meeting of the trust.
- (iii) To keep in safe custody all the papers of the trust.

7.1 Donations and Contributions:

The Trustees shall have the power and discretion to accept, upon such terms and stipulations as they may deem fit, any donations, endowments, gifts or contributions in cash or in any kind and whether such donation, endowment, gifts or contributions are made in cash or kind or relate to movable or immovable property in accordance with applicable laws.

7.2 Investments:

The Board of Trustees have the power to invest and/or reinvest the Trust Fund in such activities as may be considered necessary and appropriate. The Trustees shall have the power to invest and/or reinvest the Trust Fund in such manner as may be decided by the Board of Trustees from time to time subject however to the provisions of Sections 11 to 13 of Income Tax Act, 1961, as amended from time to time (The "IT Act") or any statutory modifications thereof. Further, the Trustees shall be entitled to change one form of such investment of the Trust Fund into another form of investment as may be decided by the Board of Trustees from time to time in accordance with the provisions of Sections 11 to 13 of the IT Act. All investments/re-investments from the Trust Fund shall be held in the joint names of Three (3) Trustees as determined by the Board of Trustees or where allowed in the name of the Trust. Such holding of investments/re-investment from the Trust Funds in the joint names as aforesaid shall be upon trust for the benefit of the Trust and attainment of the Objects, no personal rights, title or interest of whatsoever nature shall be or construed to have been conferred upon or vested in any of the Trustee.

7.3 Properties:

The Board of Trustee jointly shall the right to purchase, acquire, lease, license or to sell, transfer or deal in any manner in property (movable and immovable) in the name of and on behalf of the Trust and to maintain such buildings and to deal with them in any manner as may be deemed appropriate from time to time.

7.4 Improvements:

The Board of Trustees shall be competent to pull down, renovate, rebuild, alter, adapt, improve, add to, develop, or repair any immovable property comprised in the Trust Fund and to expend thereon such moneys out of the Trust Fund or income thereof as it may deem fit.

7.5 Questions of Doubt/Difficulty:

It shall be lawful for all the Trustees to settle and determine all matters of interpretation of this Deed as well as all matters of difficulty, doubt or dispute and all questions arising in the course of or incidental to the administration,

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management and execution of this Deed and the Trust and the settlement (although the questions involved may not be actually raised) shall be valid, binding and conclusive:

7.6 **Amendments:**

If in the opinion of the Board of Trustees circumstances so require, the Trustees may with a 3/4<sup>th</sup> majority of the total strength of the Board of Trustees, make any amendment to the total Objects and/or any terms of this Deed and give effect to such decisions by signing and executing necessary documents and take all steps necessary to give effect to their decisions subject, if applicable, to the prior approval of the concerned Director of Income Tax (Exemptions) / High Court or the principal civil court of original jurisdiction, registrar office of Gr. Noida or any other statutory bodies having jurisdiction over the Trust.

7.7 **Borrowing:**

The Board of Trustees may, from time to time, at their discretion, for the furtherance of the Objects borrow money at such rates of interest and on terms and conditions as might best serve the interest of the Trust.

7.8 **Compromise/Arbitration:**

The Board of Trustees shall have the power to settle or compromise, out of court, all suits, actions and other proceedings and to settle all differences and refer any suits, actions or other proceedings, differences or demands to arbitration and to execute releases and to do all things necessary, in its view, in the best long term interests of the Trust.

7.9 **Employ services:**

The Board of Trustees shall have the power to employ or appoint (including the power to dismiss and terminate) outside agencies, individuals, organisations or institutions and pay them such salary, remuneration and allowances as may be appropriate and necessary for carrying out the Objects and activities of the Trust.

7.10 **Amalgamate Other Trusts etc.:**

The Board of Trustees shall be at liberty to allow and permit any other trust, institution, foundation or charity whose objects are in consonance with the Objects and which enjoys exemption under Section 11 of the IT Act and recognition under Section 80G of the IT Act or any statutory modification thereof to amalgamate repugnant to the Objects. The Board of Trustees may associate, co-operate or affiliate the Trust with the work of any other institution, foundation, organisation or agency in India or abroad whose objectives and aims are in consonance with its own.

7.11 **Rules and Regulation:**

The Board of Trustees shall have the power to make such rules and regulations for administering the Trust as it may deem necessary and appropriate with a 3/4

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V.P. Sharma  
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majority of the total strength of the Board of Trustees and the Trustees with a 3/4 majority of the total strength of the Board of Trustees will also have the power to amend, vary and change such rules and regulation.

7.12 Delegation:

The Board of Trustees shall have the power to appoint any one or more of the Trustees to administer specific projects, initiatives or activities and to provide for any reasonable and fair remuneration to such Trustee(s) as may be appropriate and to delegate to him/them such responsibilities and functions as the Board of Trustees may consider appropriate.

7.13 Opening/Operating Bank Accounts:

The Chairman, Secretary & Treasure shall have the power to open, maintain and operate account(s) with one or more scheduled bank(s) as may be deemed necessary for the management, the administration and the functioning of the Trust.

7.14 Dealings with legal and statutory bodies:

The Chairman, Secretary and Treasure shall have the power to deal with, file papers and documents, hold meetings and do all other necessary acts, deeds and things to efficiently and effectively administer the work of the Trust. This shall include dealing with all Government departments such as the Reserve Bank of India, the Income Tax Department etc. The Board of Trustees shall, within the prescribed period(s) from the date hereof, take all steps that may be necessary for registration of the Trust as a charitable trust under the applicable provisions of the IT Act including the recognition under Section 80G of the IT Act;

7.15 Cost and Expenses:

The Board of Trustees shall have the power to pay all costs, charges and other expenses, out of the Trust Fund incidental to the management/administration and execution of the Trust, its activities and in relation to the attainment of the Object; and

7.16 Miscellaneous:

- (a) The Board of Trustees shall be bound to maintain the Trust Fund, and protect the assets and title thereto. The Board of Trustees shall take necessary steps to ensure that the Trust Fund is utilized for the Objects.
- (b) The Trustees shall be bound to deal with the Trust Fund as carefully as a man of ordinary prudence would deal with such property as if it was his own.
- (c) The Board of Trustees shall keep clear and accurate accounts of all monies and properties received and expended for the Trust and the Trust Fund and shall maintain the same with full and accurate information.

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- (d) The Board of Trustees shall have the power to determine, in case of doubt, whether any money or property shall for the purpose of the Trust be considered as corpus fund or any income and as to whether out of the income or corpus fund of the Trust, expenses or outgoings shall be paid or borne by the Trust and every such determination shall be binding and conclusive. Provided that nothing herein contained shall be deemed to authorize the Board of Trustees to spend the income or corpus funds of the Trust for any purpose not authorized by these presents.
- (e) No Trustee shall have the power to delegate his office or any of his duties either to any other Trustee or to a stranger unless and until delegation is necessary and approved by the Board of Trustees; and
- (f) If any Trustee is a doctor, solicitor, advocate, chartered accountant, architect or a person engaged in any other profession he or his firm shall be entitled to charge for the professional or other services rendered to the Trust.

8. **ACCOUNTS/FINANCIAL YEAR**

Proper and regular books of accounts of all receipts and payments of the Trust shall be maintained by the Trust. The financial year of the Trust shall be from the 1<sup>st</sup> day of April to the 31<sup>st</sup> day of March each year. However, the first financial year shall be for a period commencing from the date of signing of this Deed to the immediately succeeding 31<sup>st</sup> day of March (that is, March 31, 2007). At the end of each financial year a balance sheet of the Trust and income and expenditure accounts will be drawn up. The accounts of Trust will be drawn up. The accounts of the Trust shall be audited annually by a firm of recognised Chartered Accountants appointed by the Board of Trustees.

9. **CUSTODY OF DOCUMENTS AND BOOKS OF ACCOUNTS**

The Secretary is authorized by the Board of Trustees shall have custody of all documents, books of accounts, deed of title relating to Trust properties and investment and other records relating to the Trust and shall be responsible for the preservation of the same.

10. **MISCELLANEOUS:**

- 10.1 The Trust is hereby declared to be a public charitable trust for charitable purpose in India and all the provisions of this Deed are to be construed accordingly. If any of the Objects at any time is found to be outside the scope of charitable purposes as defined under the IT Act it would be deemed to have been excluded from the Objects.
- 10.2 All activities of the Trust shall be carried out in India with a view to benefit the Indian public at large without any distinction of religion, caste, creed, colour, religion, community and sex and without any profit motive and in accordance with the provisions of the IT Act or any statutory modification thereof. The Trust Funds would be utilized only towards the attainments of the Objects and no portion of it

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would be distributed by way of profits, interest or dividends to the Trustees or to any persons referred in Section 13(1)(c) read with Section 13(3) of the IT Act

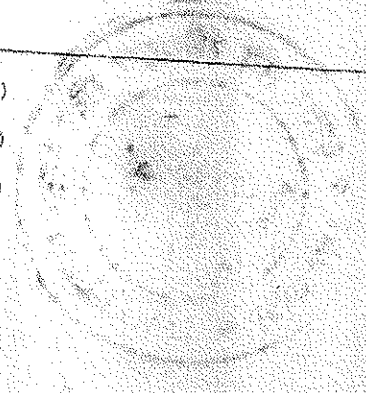
- 10.3 Anything not specifically provided for herein, shall be decided by the Board of Trustees in accordance with normal and generally accepted customs, usage, conventions and legislation followed by charitable trusts in India.
- 10.4 It is declared that the Trust is irrevocable. If the Trust fails for any reason, in the majority opinion of all the Trustees, the net assets of the trust both movable and immovable shall be handed over to any other trust having same objects and purpose and enjoying exemption under Section 11 of the IT Act and recognition under Section 80G of the IT Act or any statutory modification thereof, with the consent and approval of all the Trustees.
- 10.5 The Trustees and other office bearers shall be liable, answerable or accountable only for such moneys, stocks, funds, deposits, and securities as they shall actually receive, notwithstanding their signing of any receipt for the sake of conformity, and shall be liable, answerable or accountable only for their acts, omissions, receipts, neglects and defaults, and not for (a) those of each other or any of the bankers, auctioneer or any other person with whom or into whose hands any of the Trust Fund may be deposited, or (b) income in accordance with any of these presents, or (c) the deterioration or loss of any stocks, funds, deposits or securities etc. comprised in the Trust Fund, or (d) any defect or insufficiency of title or for any stocks, funds, deposits or securities etc. comprised in the Trust Fund, or (e) for any other losses; unless the same (which applies to all the above) shall happen through their own willful default and when they failed to exercise adequate diligence and prudence as they would have exercised for their personal property/investment.

PROVIDED always and also without prejudice to the generality of the foregoing objects wherever the situation admits the help may be given either in the way of peculiar payments or goods or things or the supply or distribution foods, clothes or medical relief in such other manner as the trustees may decide.

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED THIS DEED OF DECLARATION OF TRUST IN THE PRESENCE OF FOLLOWING WITNESSES ON THIS 22 day of Feb, 2009.

SIGNED AND DELIVERED BY THE SETTLOR,

ON THE 22 DAY OF Feb, 2009



*[Handwritten signatures and names]*  
Joyesh Bharti  
[Other illegible handwritten names]





Manoj Bharti



Manoj Bharti

ON THE 27th DAY OF Aug.

2009

IN THE PRESENCE OF:

WITNESS:

NAME AND ADDRESS:

1. *Govind Singh* *V.P. Nagar*

*W. K. Singh* *Yogeshwar Nagar*

*R. K. Singh*

*Kalender*

*Praveen Kumar*  
PRAVEEN KUMAR  
Advocate  
Gr. Nagar, G.H. Nagar

IN THE PRESENCE OF

WITNESS

NAME AND ADDRESS:

*mamji Bhati*  
*mamji Bhati*  
*8/11, Shamraj Singh,*  
*Rt. Well - Sakinul*  
*Co. OBIDA (V.P.)*

SIGNED AND DELIVERED BY THE TRUSTEE,

ON THE ~~22<sup>nd</sup>~~ DAY OF ~~AUG.~~

2008

IN THE PRESENCE OF:

WITNESS

NAME AND ADDRESS:

*Haroon Ahmad*  
*8/11, S.D. Singh,*  
*No. J-159, Se-h-mana-II*  
*Co. OBIDA (V.P.)*

SIGNED AND DELIVERED BY THE TRUSTEE,

*1. G. M. ... V.P. ...* *2. ...* *3. ...* *4. ... Bhati*

*G. M. ...*

*...*

आज दिनांक 27/08/2009 को  
बही सं 4 जिल्द सं 146  
पृष्ठ सं 45 से 82 पर क्रमांक 766  
रजिस्ट्रीकृत किया गया।



राजेश तिवारी  
उप निबंधक गौडबुद्धनगर  
सदर  
27/8/2009

मिहिरा  
गौतमगुडनगर

*Signature*

**Principal**  
Greater Heights Public School  
Plot No-82, Bisayach Gr. Noida  
Affiliation No - 2132740  
School Code - 51117

*Signature*

**ARUN BHATI**  
Manager  
Greater Heights Public School  
Plot No-82, Bisayach Gr. Noida  
Affiliation No.-2132740  
School Code - 61117