



दिल्ली DELHI

25939

17/11/06.



B 854214

TRUST DEED

AMMA CHANDRAVATI EDUCATIONAL AND CHARITABLE TRUST

THIS INDENTURE is made this ..... day of ..... BETWEEN :

Dr. Narendra Singh S/o Sh. Padam Singh R/o 9709, C-9, Vasant Kunj, New Delhi - 110 070

Hereinafter called "SETTLOR of Trust (which expression shall unless excluded by or repugnant to the subject or context be deemed to include his heirs, executors, administrators, assigns and representatives) of the ONE PART.

1-6 NOV 2006

*Garima*  
*2011*

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Mr. Anna

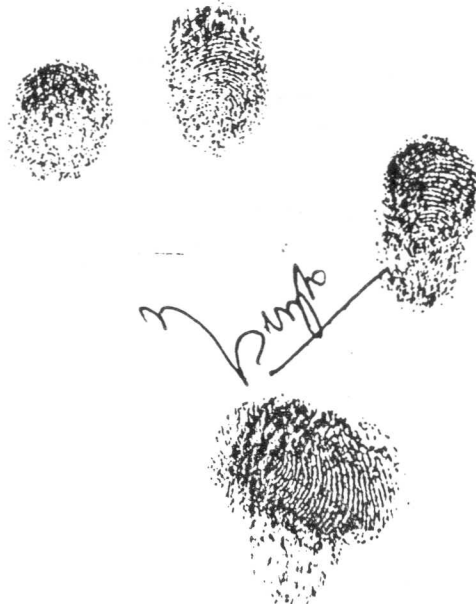
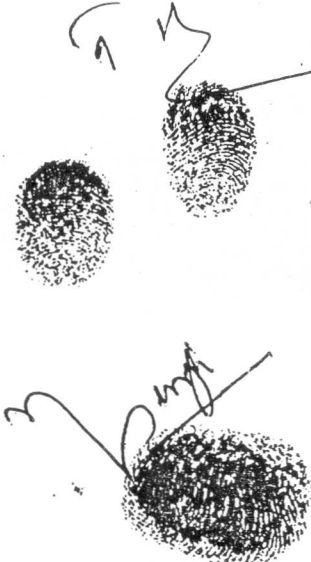
Chandrasekar

Education - a Chandra

A JAMNA RAME

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*try*



*Garima*

Praveen Singh



दिल्ली DELHI

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AND

1. Dr. Narendra Singh S/o Sh. Padam Singh R/o 9709, C-9, Vasant Kunj, New Delhi – 110 070
2. Dr. Ritu Singh W/o Dr. Narendra Singh R/o 9709, C-9, Vasant Kunj, New Delhi – 110 070.

Hereinafter jointly called "THE TRUSTEES" of Trust (which expression shall unless excluded by or repugnant to the subject and context be deemed to include the trustee or trustees for the time being of these presents and/or survivor or survivors of any of them and their Successor or successors in office) of the OTHER PART.

RegNo. 9,957

Date 17/11/2006

Deed Related Detail

Deed Name TRUST

16 NOV 2006

Land Detail

Tehsil/Sub Tehsil Sub Registrar IX

Area of Building 0

वर्ग फुट

Village/City

Vasant Kunj

Building Type

Place (Segment)

Vasant Kunj

Property Type Residential

Area of Property 0.00

A JAMNA KAMAL N.D. 16  
The House 0.00 0.00 0.00

Money Related Detail

Consideration Value 2,500.00 Rupees

Stamp Duty Paid by Party 200.00 Rupees

Stamp Duty To Be Paid: 200.00 Rupees

Value of Registration Fee 3.00 Rupees

Pasting Fee 1.00 Rupees

Presented by: Sh/Smt.

S/o, W/o

R/o

Dr Narendra Singh

Padam Singh

9709 C-9 Vasant Kunj N.D.

In the office of the Registrar/ Sub Registrar, Delhi this 17/11/2006 day Friday  
between the hours of

Registrar/Sub Registrar  
Sub Registrar IX  
Delhi/New Delhi

Signature of Presenter

Execution admitted by the said Shri/Smt Dr Narendra Singh

and Shri/Smt./Km. Amma Chandravati Educational And Charitable Trust

Who is/are identified by Shri/Smt./Km. Sanjeev Khajuria S/o W/o D/o H.R. Khajuria R/o CD-43B DDA Flats Hari Nagar N.D.

and Shri/Smt./Km Parveen Singh S/o W/o D/o Gopi Chand R/o WZ-139 Village Shakur Pur Delhi

(Marginal Witness). Witness No. II is known to me.

Contents of the document explained to the parties who understand the conditions and admit them as correct.

Registrar/Sub Registrar

Sub Registrar IX

Delhi/New Delhi

Date 17/11/2006

WHEREAS

1. The Settler are desirous of creating an endowment by settling apart and establishing a Fund in India for the Public and Charitable objects and purposes, hereinafter expressed.
2. The Trustees have at the request of Settler agreed to act as Trustees of these presents, upon the terms and provisions, hereinafter contained.
3. The trust is hereby expressly declared to be public charitable trust and all the provisions of the declaration are to be construed accordingly.
4. The trust shall work to serve the whole society without demarcating a line on the basis of caste, creed, sex, and political & religious beliefs.

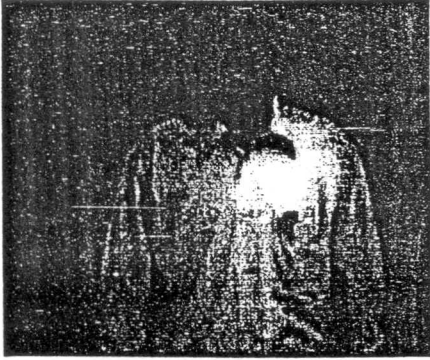
NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. In order to effectuate the said objects of creating and establishing a Public Charitable Trusts, each of the Settler has delivered to and made over to the Trustees a sum of Rs. 2,500.00 (Rupees Two thousand five hundred only), with intent to part with all his right, title and interest claim therein and vest the same in the Trustees to have and to hold the same and to invest for the time being, representing the same and all other properties that may for the time being represent the trust estate together with all additions and accretions thereto and all accumulated income thereof and all other property or properties that may be acquired out of the same or otherwise may hereafter be subject to the trust (hereinafter referred to as "THE TRUST FUND") for the charitable objects and purposes and uses hereinafter expressed, with the powers and on the terms and conditions herein contained of and concerning the same.
2. The name of the Trust shall be **"AMMA CHANDRAVATI EDUCATIONAL AND CHARITABLE TRUST"** and the office of the trust shall be situated at 9709, C-9, Vasant Kunj, New Delhi – 110 070. That may be moved from time to time to such other place or places as the trustees may deem fit and proper at their discretion.
3. **OBJECTS:**

The Trustees shall hold the Trust properties and will use the above said endowment and any other sort of donation, contributions from any where and/or the properties of the trust for the attainment of the following objectives:-

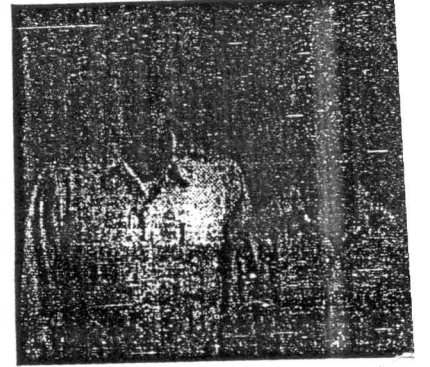


Reg. No.      Reg. Year      Book No.  
9957      2006-2007      4



Ist Party      न्यासकर्ता

IInd Party



Witness      गवाह

Ist Party

IInd Party

Ist Party      न्यासकर्ता :-      Dr Narendra Singh

IInd Party      न्यासी :-      Amma Chandravati Educational And Charitable Trust

Witness      गवाह      Sanjeev Khajuria, Parveen Singh

Certificate (Section 60)

Registration No.9,957      in Book No.4 Vol No 1,103

on page 16      to 31      on this date      17/11/2006      day Friday

and left thumb impressions have/has been taken in my presence.

on 17/11/2006

Sub Registrar


Sub Registrar IX

New Delhi/Delhi





- a. To establish, run, supervise, co-ordinate, affiliate, guide, aid in India or anywhere else the Engineering Colleges, Technical Education Institutes, Management Education Institutes, Teacher Training Institutes, Pharmacy Education Institutes, Fashion Technology Institutes, Hotel Management Institutes, Medical Colleges, Old Age Homes, Institutions, Schools, Colleges, Universities, Academies, Libraries, Hostels, Training Centres, Coaching Centres, Research Institutes, Museums, Laboratories Exhibition Centres etc.
- b. To grant Stipends, Scholarship, Studentships and other allowance, concessions or gratuities to deserving and/or financially poor students and candidates and to send them anywhere in India or abroad for studies/advance studies.
- c. To provide monetary help to poor persons including help in case of illness in the family or otherwise rendering free medical aid to poor persons.
- d. To organise various activities in the field of medical care, medical research, health education, training of medical care and health personnel.
- e. To take various steps and establish centres, as necessary with a view to arresting the population growth and undertake various family planning and welfare activities with special reference to mother-child care.
- f. To manage, administer, own and to carry on the work of running hospitals, clinics, dispensaries, maternity houses, child welfare and family welfare and family planning centres, diagnostic centres and also to carry on the work of running crèches and/or any other social or philanthropic schemes or programmes.
- g. To afford relief and support to those afflicted by natural calamities and to establish hospitals for the treatment of those affected by these calamities and for poorer sections of the society.
- h. To take concrete steps to eradicate social evils by means of organising seminars, studies, discussions etc. and to publish suitable literature highlighting the advantages of social virtues and with a view to educate the masses generally by propagating the right ideals.
- i. To undertake various activities that will arouse and develop the feeling of unity and affinity amongst the various section of the society and to publish such literature, books, pamphlets etc. and/or assist to in publication of those books which encourage the growth of national unity and integrity.
- j. To establish Rehabilitation Centres for the handicapped or incapable persons.



- k. To encourage and assist the rural people to carry on activities in connection with the development of village industries and other rural activities connected with or in any way incidental to such industries; to set up academic and other industrial institution for imparting academic and other technical training in village industries with the approval of the competent authority, all over India.
- l. To organize cultural programmes, seminars, symposium, group discussion, exhibition etc. for the furtherance of the objective mentioned herein above.
- m. To maintain co-ordination, co-operation with other voluntary, socio-culture and charitable organization having similar aims and objectives.

4. **ANCILLIARY OBJECTS :**

With a view to attain the above objects or any or some of them, the Trustees may do or allow to do any of the following acts and deeds :

- i. to solicit, obtain or accept offerings, subscriptions, donations, grants, gifts, devices and requests from Settlers or any person, firm, company, corporation, society or institution in India or abroad interested in any of objects of the Trust either in cash, security, investments etc. or in the form of any moveable and im-moveable property towards the corpus of the trust or towards its activities or work.
- ii. to corporate, collaborate and enter into such agreements with Trust, Societies, Association, Institutions and any other bodies whether national or international, that may help in the pursuance of all or any of the trust objects.
- iii. to acquire by gift, purchase, exchange, lease, on hire or otherwise howsoever, any lands, buildings, assessment, rights of common play grounds, parks and property moveable or im-moveable and any estate or interest; for the furtherance of all or any of the objects of the Trust;
- iv. to build, construct and maintaining houses other buildings or any other im-moveable property belonging to or held by the trust and alter, extend, improve, repair, enlarge or modify the same including any existing buildings and to provide and equip the same with light, water, drainage, furniture, fittings, instruments, apparatus and appliances and all other necessities for the use to which such buildings are to be put up or held;
- v. to sell, mortgage, let, lease, exchange, gift and otherwise transfer or dispose of or deal with all or any property moveable or immovable, of the Trust for the furtherance of the objects of the Trust;





- vi. to give remuneration, pension or gratuities to Teachers, Staff and other employees and to make payments towards insurance and to form and contribute to provident and other funds for the benefit of the persons employed by the Trust;
- vii. to borrow and raise moneys without security or on the security of mortgage, charge or hypothecation or pledge over all or any of the immovable or moveable properties belonging to the Trust; or in any other manner;
- viii. to pay out of the funds belonging to the Trust or out of any particular part of such funds, all expenses of or incidental to the formation of the Trust and towards management and administration of any of the foregoing objects including all rents, rates, taxes, outgoing and the salaries of the employees;
- ix. to invest and deal with any money of the Trust not immediately required for any of its objects in such manners as may be thought fit and proper by the Trustees, from time to time, and allowable under law;
- x. to draw, accept, endorse and discount cheques, notes or other negotiable instruments;
- xi. to undertake and accept the management of any endowment or trust fund or donation;
- xii. to do all non-political, legal and peaceful acts and undertake other activities which may help to promote the objects of the trust and are incidental and conducive to the attainment of any of the objects of the trust.

5. **THE TRUSTEES:**

The Trustees shall consist of the following categories of Trustees:

- i. **Founder Trustee:** As mentioned herein before in the trust deed the trustees so mentioned will be the Founder Trustees. The Founder Trustees can assign their trusteeship to legal heirs or any other person as they deem fit. However, such new induction other than legal heir will only be with the consent of all the trustees. Provided further that the Founder Trustees shall have life term and shall not be liable for retirement or removal from the Trust. The founder trustee will have right to attend participate and vote in Annual General Meeting of Board of Trustee. The founder trustee shall hold the place in Governing Body.



- ii. **Nominated Trustees:** Founder Trustee if deem it fit in the best interest of the Trust may appoint nominated representatives of certain like minded public and charitable institutions. The Founder members will designate the institution as well as number of person that the designated institution may send to be trustee of that trust. These trustee will be called as nominated trustee and will ceased to be trustee of that trust if the designated institution take their name back and if founder members found him engaged in work that is against the interest and objects of the Trust. The Founder Trustee at any point of time may withdraw the designation so granted to any institution.

The Nominated trustees will not be eligible to attend the Annual General Meeting of Board of Trustees and but they could also hold positions in Governing Body.

- iii. **Trustee Patron:** the founder trustees keeping in mind the best interest of trust will elect Patron trustees. The tenure of the patron trustees will be for 5 years and they can also be removed within their tenure if founder trustees deemed so fit. The patron trustees will be eligible to attend the Annual General Meeting of Board of Trustees and they could also hold positions in Governing Body.

- iv. **Trustees Scholar:** The Scholar trustees will also be elected by the founder members. The scholar trustees can be those people who are eminent personalities in their own filed or who have provided valuable services to the community or the nation. The intention for such appointment is to give honour to these personalities as well to get the privilege of their association to the trust. Founder trustees can define the tenure of such trustees.

The trustee scholars will not participate in the AGM of the Board of Trustees. However, they could be eligible for getting office in the Governing Body.

- v. If the Trustee hereby constituted or any one of the trustee appointed as herein above provided shall die or desire to be discharged or become incapable to act or is adjudicated insolvent or convicted of a criminal offence involving moral turpitude and punished with imprisonment or be absent from India for a period of five years or more without obtaining leave of the Governing Council, then the Governing Council may subject to the provisions of other clauses appoint any person or persons in the place of Trustee or Trustees so dying, desiring to be discharged or refusing or becoming incapable to act or adjudicated insolvent or convicted to a criminal offence and punished as aforesaid.
- vi. Any trustee may resign by giving one month's notice in writing to the Chairman of the Trust. On resignation the vacancy can be filled-up by the founder trustee unanimously, if they deemed it necessary to fill the vacancy.
- vii. Any person shall cease to be a trustee if (I) he without leave of absence does not attend five consecutive meetings of the Trust or remain out of meetings consecutively for five months, whichever is longer if (ii) he is request to resign by at least 75 percent of trustees of the Trust. This clause will however not be applicable on Founder Trustees.



viii. Any Trustee being an engineer, doctor, lawyer, Chartered Accountant, Scientist, Lawyer, Researcher or other person engaged in any profession or business shall be entitled to be paid all the usual professional fees etc. for the time extended, business transacted and acts done by him or any of his partners (including acts which a trustee not being in any profession or business could have done personally) in spite of the fact that he shall be a trustee of these presents.

ix. The board of trustees shall at no time be less than Two more than twelve including the name of trustees mentioned in this deed of trust.

6. **BOARD OF TRUSTEES:**

i. The Board of Trustees will be highest authority to govern, control and manage the whole of affairs of the Trust as well as properties of the trust and to take important decision in respect of running and even closure of the trust. All the Trustees as eligible will collectively form the "Board of Trustees".

ii. For better administration and management and for smooth running of operation of the trust, the Board of Trustees shall elect out of themselves the "Governing Body" who will look after the affairs of Trust. Moreover, if the Board of Trustees may think it proper, people other than trustees can also be inducted in Governing Body. These appointments will be by the majority decision in the Annual General Meeting of Board of Trustees. And the trustees and people so appointed will hold their respective post till the conclusion of the next immediate Annual General Meeting of the Board of Trustees.

7. **ANNUAL GENERAL MEETING/EGM OF THE TRUSTEES:**

i. A meeting of the Board of Trustees may be held on the written requisition of any one or more of the Trustees, for the time being. Otherwise the ordinary meeting of Board of Trustees will be held once in a year or otherwise think fit by "Governing Body".

ii. A meeting of the Board of Trustees shall be convened on seven clear day's notice but an emergent meeting may, however, be convened on a shorter notice by the Managing Trustee by the consent of all the Trustees, for the time being.

iii. Quorum of a meeting of the Board of Trustees shall be two trustees or one-third of the number of the eligible Trustees, to participate in the meeting whichever is more.

iv. Resolution of the Board of Trustees shall be passed at their meeting by a majority vote (if not otherwise mentioned in the present).

v. Minutes of each meeting of the Board of Trustees shall be kept, shall be record in the book maintained for the purpose and shall be signed by the Chairperson of the subsequent meeting.

A handwritten signature in black ink, appearing to be 'V. Singh', is written over a horizontal line.

- vi. The Board of Trustees will transact the following ordinary business during the Annual General Meeting :
- a. To nominate a Governing Body, which will initially comprise of 5 members from different categories of Trustees or outside people. However, as the scope, responsibilities and administrative work of the Trust increase, the Founder Trustees as per the requirement may increase the strength of Governing Body. The constitution of the Governing Council as enlarged by the Founder Trustees would be as under :
- (i) All Founder Trustees, who shall have life term.
  - (ii) Nominated trustees (if and as may be proposed by the designated institutions).
  - (iii) Remaining members of Governing Council as may be decided by Founder Trustees, shall be elected from amongst other categories of trustees or from outside as well.
- b. To adopt the Audited Annual Accounts and Progress Report
- c. To appoint auditors for the year and to decide their remuneration.
- d. To consider and decide on any resolution which may be submitted to and recommended by the Governing Council.
- e. Any other business with the permission of the Chairman presiding its meeting.
- vii. The duration of the two Annual Meeting shall not in any case exceed 15 months.
- viii. An Extra Ordinary meeting of Board of Trustee can be called on the written requisition of any of the Founder trustee or on the instance of Governing Body if it seems necessary in their opinion.
- The other rules and formalities to call Extra Ordinary General Meeting of Board of Trustees shall be the same as in the case of other meetings as discussed above.
- ix. That the Trustee may decide any matter by circulation without meeting being held, but resolution be passed by circulation without meeting being held if it is evidenced in writing under the hands of 2/3<sup>rd</sup> trustees of Trust and must be passed by the Trustees in the next meeting held.
- x. In the event of difference of opinion and disagreement about the meeting amongst the trustees or in the event of votes being equal, the Chairperson of the meeting shall have casting vote for deciding the issue.

## 8. **POWERS**

The Trustees shall have the following powers and in ordinary course will confer all the powers to Governing Body to handle the affairs of the Trust, smoothly and effectively.



- a. To accept donations, contributions, grants, subscriptions in cash or in kind from any person, company, firm, association or persons, HUF or family Trust or Trusts or Corporate Body, from Govt. or Cooperative Society for the furtherance of the objects of the Trust.
- b. To manage the properties and other assets of the Trust for the title being and to do all such acts, necessary for the preservation, maintenance and management of the Trust and the trust properties.
- c. To sell or give on rent or on hire or lease any im-moveable or moveable property of the Trust for such period or periods on such terms and conditions as the Trustees may think fit and proper.
- d. To invest trust funds or properties whether representing the corpus or income in such investment as the trustees shall think fit and proper in pursuance to the provision of Income Tax Act.
- e. To borrow or raise loan (with or without securities) on such terms, such security and rate of interest etc. as the Board may determine and decide, for carrying out the objects of the Trust.
- f. To let out, lease, sub-lease, mortgage, demise and otherwise deal with any im-moveable property belonging to the Trust as per their absolute discretion.
- g. The Trustees may hold any of the properties of the Trust for and on behalf of the Trust in the name of anyone or more of them, as may be decided by the Board of Trustees from time to time.
- h. It is expressly provided that the Trustees may by an unanimous resolution, register a charitable society or Trust under the Societies Registration Act or any other relevant Act, with the object of the Trust, to which all or any of the assets and/or income of the Trust may be transferred and resolution whereof shall be in conformity with the provisions of this Trust with such modifications as may be agreed to by the Trustees.
- i. To open any type of Bank Accounts, whether current, fixed savings or otherwise in the name of the Trust with any Bank or Banks and to operate the same jointly or severally or otherwise by appointing any authorised signatory or agent as the Board of Trustees at their discretion shall think fit and proper. Unless and until determined otherwise, the Bank Account shall be opened jointly with the signatures of any two trustees.
- j. That the trustees are authorised to give guarantees of the assets and property of the Trust including the Bank Guarantee and security to the Co-operate Bodies, person(s), firm(s), institution(s), Trust as they may deemed fit time to time. The trustees shall not be personally liable for such guarantees or security otherwise then for their willful negligence.



- k. To adjust, settle, compromise, refer to arbitration all actions, suits, claims, demands and proceedings, regarding the Trust fund or any matter arising in connection with the management of the Trust.
- l. To amalgamate this Trust and its properties with any other Trust or Charitable Institutions having objects and purposes wholly similar to those of this Trust as the Trustees for the time being the office shall deem fit and proper.
- m. To sell, gift, lease and transfer the im-moveable properties of the Trust hereby created and all money received by such sale shall form part of the Trust fund and shall be applied as the Board of Trustees may deem think fit.
- n. To appoint Lawyers, Pleaders, Advocates; to file and defend suits, filed for and against the trust and for in the name of Trustees and also file suits for the realisation of the rents and money(s) and other dues with the different parties and sign, execute such applications, petitions, documents, or such proceedings and delegate such power or powers to employees, staff and Trustees for such proceedings as required from time to time.
- o. To appear and/or authorise any person whether professional or employees of the Trust before any Government and Semi-Government offices, corporation and other Government Institutions in respect of carrying out the objects of the Trust and file such statements, documents and paper as required for carrying out the objects of the Trust as the Board of Trustees shall think fit and proper.
- p. That the Trustees of the trust shall be entitled to reimburse themselves from the Trust property and trust fund for any expenses actually incurred by them in the course of carrying out the objects of the Trust and Managing Trust property and assets.
- q. Trustees, for the smooth functioning of the trust, may introduce volunteer members of different categories, on such charges or without charges as they may deem fit, in the best interest of trust.

9. **ACCOUNTABILITY**

- a. The trustee shall be respectively chargeable only for such moneys, funds, securities and other assets of the Trust, ass they shall actually receive notwithstanding their signing any receipt for the sake of conformity and shall be answerable and accountable only for their own respective acts, receipts neglects and willful defaults and not for those of each other not for those of any bankers, brokers or other persons in whose hands any trust moneys or assets may be placed deposited or come, not for the deficiency or insufficiency of any funds and securities not for any other loss unless the same shall happen due to or through their or his/her own willful default or dishonesty respectively and in particular no trustee shall be bound to take any steps or proceedings against a co-trustee for any breach or alleged breach of trust committed by a co-trustee.





- b. Where the trustee in the purported exercise of the trust discretion and owners hereby or by law conferred, act on the advice of any counsel, solicitor or other lawyer, engineer, surveyor or land or estate agent, broker, cashier, accountant or expert, the trustees shall not be responsible for any loss that may result from acting on such advice but the act or omission shall be deemed to be authorised and proper and the advice shall operate to protect the trustees in the like manner as if the act or commission had been directed authorised under an order of court of competent jurisdiction.

#### 10. TRANSFER OF POWER

- a. The Board of Trustees will confer all or any such power to Governing Body that they may deem fit and proper for smooth running and functioning of society.
- b. Any trustees may delegate in writing all or any of his powers under these presents to his co-trustees or nominee(s) with consent in writing from other trustees who will be entitled to exercise such powers or powers in the same manner as the trustees themselves could have done personally.
- c. That every new Trustee(s) appointed shall have the same powers, authorities and discretion in all respects as if he had been originally nominated as Trustees.
- d. All acts and things done in relation to the Trust fund may be done under the signatures of the founder trustee.

#### 11. GOVERNING BODY

To manage and control the affairs of the Trust there shall be a Governing Body. The members of the Governing Body will be nominated in the AGM of Board of Trustee. Existing Governing Body will hold valid till the nomination of the fresh Governing Body by Board of Trustees in AGM/EGM.

- 11.1. The members of the Governing Body will elect the following office bearers from amongst themselves to carry out the objects of the Trust.

- a. Chairman  
b. Managing Trustee/Treasurer

Chairman shall be elected among the Trustees only. However, the Founder Trustees, shall have the right to appoint any professional on the post of secretary and/or Treasurer etc. Election, if necessary, shall be by secret ballot. The elected office bearers will hold office up to next Annual General Meeting of Board of Trustee. If the Founder Trustees do not hold any of the office of Governing Body they would be ex-officio members of Governing Body.



The first Governing Council shall constitute of the following:

- |    |                            |   |                    |
|----|----------------------------|---|--------------------|
| a. | Chairman                   | - | Dr. Narendra Singh |
| b. | Managing Trustee/Treasurer | - | Dr. Ritu Singh     |

- 11.2. Meeting of the Governing Body:** Ordinary meeting of the Governing Body shall be held once in three months.

Quorum: Presence of two trustees/office bearers or one third strength of the Governing Body which ever is more, shall constitute a quorum in ordinary or extra ordinary meeting. However, to complete the quorum of meeting of Governing Body the presence of at least two founder trustees or their representatives is must.

- 11.3. Vacancy:** The Governing Council shall have power to co-opt any trustee to fill casual vacancy but such trustee shall serve only the un-expired term of the trustee whose place he has taken.

- 11.4. Resignation:** Any member of Governing Body may notify the Board of Trustee of its wish to resign from his post and upon such notification for all intent and purpose be deemed to have resigned.

The Board of Trustee may remove any of the members of Governing Body from its office. However, such removal shall be made by Board of Trustee, if they deem fit and feel justified to do so, in the best interest of the Trust. Board of Trustee shall make this removal unanimously excluding the effected person.

**11.5. Functions of the Governing Council:**

The functions of the Governing Council shall be to

- a. Carry out objects of the Trust as per the powers conferred by Board of Trustees vested with them by Trust Deed.
- b. To further devolve such power to Managing Trustee/Secretary as they deem fit for smooth running & functioning of trust.
- c. Appoint/take on deputation/terminate/transfer such staff as may be required for effective functioning of the Trust and its various activities.
- d. Form such committees are sub-committees for such purpose and upon such terms as it may consider proper from time to time.



- 11.6. **Term of Office:** The first Governing Body shall be in office till the elected Governing Body will take over the charge. Each subsequent Governing Body will remain in office till its fresh nomination in AGM of Board of Trustees. If for any unavoidable reasons the nomination/elections are postponed, the first Governing Council shall continue to hold office till the nomination/elections.

12. **RIGHTS, POWERS AND DUTIES OF OFFICE BEARERS:**

- i. **Chairman:** The Chairman and in his absence Vice-chairman, the Managing Trustee in that order, shall preside over the meetings of the Governing Body. If all the above office bearers remain absent, the Governing Body may nominate any one of them to preside over such meeting. The Chairman shall be executive head of the Trust and shall do all other acts as may be assigned to him by the Governing Body.

- ii. **Managing Trustee:** Managing Trustees will be the Chief Executive of the Trust and shall do all the acts and deeds which may be necessary and expedient to achieve the objects of the Trust in consultation with the Chairman. However, the decisions taken by the Managing Trustee are to be ratified in the immediate next meeting of the Governing Body. Managing Trustee shall maintain and keep all the records of the Trust.

He shall call the meeting of the Board of Trustees and Governing Body in consultation with the Chairman. He shall record the minutes of all the meetings and will implement resolutions thereof. He shall prepare the annual report and shall do all other acts as may be assigned to him by the Board of Trustees/Governing Body. He can himself execute or authorise any one other to execute any agreement/document on behalf of the trust. Managing Trustee can appoint with the approval of Governing Body the requisite person for his/her assistance and may delegate him such power and duties as he/she may deemed fit and proper for smooth and proper functioning of the Trust.

- iii. **Secretary:** Secretary shall assist the Managing Trustee to perform various duties caste upon him. He may be delegated different power and duties by the Managing Trustee. He shall act under the guidance and in consultation with the Managing Trustee.

- iv. **Treasurer:** The Treasurer shall be responsible for maintaining regular and proper accounts of all receipts, payments, assets and liabilities to the Trust. He shall get accounts audited within four months of the close of the financial year and place them before the Governing Body and after approval of the Governing Body before the Board of Trustees in its Annual General-Meeting. He shall prepare budget estimates for the ensuring year and get them approved by the Governing Body. He shall do all other acts as may be assigned to him by the Governing Body.

Treasurer can appoint with the approval of Governing Body the requisite person for his/her assistance and may delegate him such power and duties as he/she may deemed fit and proper for smooth and proper functioning of the Trust.



13. **BANK ACCOUNTS:**

The Governing Body may from time to time open and maintain in the name of the Trust, bank accounts with banks and it shall be operated under the signatures of Founder Trustees of the Trust or by the person whom the power has been delegated by the Founder Trustees.

14. **RULES AND REGULATIONS**

The Rules and Regulations will be framed by the Governing Body as per the direction given by Board of Trustees.

The Governing Body may delegate or withdraw the powers to various office bearers of the Body form and dissolve various committees, sub-committees for the smooth working of the Trust.

15. **ACCOUNTS AND AUDITS**

The Trust has and shall maintain regular and proper accounts of all receipts, payments, properties, assets and liabilities. Such accounts shall be kept at the office of the Trust in the direct charge of the Managing Trustee/Treasurer of the Trust.

- 15.1. The financial year shall ended on 31<sup>st</sup> day of March each year. The accounts shall be got audited by a Chartered Accountant to be appointed by the Board of Trustees. The audited accounts and the report of the auditors shall be placed before the meeting of the Board of Trustees in its annual meeting to be held every year.

16. **MISCELLANEOUS**

- 16.1. It is expressly declared that no-part of the Trust property or its income shall be applied for the purpose which is not in consequence with the objects of the Trust.
- 16.2. It is hereby agreed and declared that notwithstanding any thing contained in the various Clauses of this Trust Deed, it shall be lawful and valid and shall be deemed to be in accordance with the intentions and desires of the Settlers which Trustees act and abide by in respect to the statutory requirements of concerned sections of Income-tax Act, 1961 or any analogous law as may be in force from time to time.
- 16.3. Notwithstanding anything contained in the foregoing clauses, it is hereby agreed and declared un-equivocally that this deed does not contain any provision for the transfer or application at any time the whole or any part of the income or assets of the Trust fund for any purpose other than mentioned herein above.



17. **AMENDMENTS OF THE DEED**

The trustees in their meeting called for this purpose with atleast fifteen days notice may adopt resolution for the amendments in the bye-laws of Trust with two third majority of the total number of Trustees either present in person or by consent in writing or by both.

18. **WINDING UP**

The Trust may terminate its activities if Board of the Trustees deem it necessary in their meeting called and held for the purpose by giving at least twenty one days notice and passing a resolution by at least three fourth majority of the total number of trustees either present in person or by consent in writing by both and may wind up its affairs.

18.1. On its winding up no part of the Trust property shall be distributed amongst the trustees, donors or their relatives and all the properties of the Trust shall be handed over to a Trust, society institution or organisation having or the present trust may amalgamate with some other trust having charitable objects for benefit of public at large. All the assets and liabilities of the present Trust will pass on to the successor trust, society, institution or organisation.

19. It is hereby agreed and declared that this Trust is a Public Charitable Trust and shall be got registered and recognised in accordance with the provisions of Central or State Laws in force in India from time to time including the Income-tax Act, 1961.

20. Notwithstanding anything contained in the foregoing clauses, it is hereby agreed and declared unequivocally this deed does not contain any provision for the transfer or application at any time of the whole or any part of the income or assets of the Trust Fund for any purpose other than a Charitable purpose and that any rules, made hereafter governing the Trust fund shall not contain any such provision, in case any clause is so constructed or interpreted such clause shall be deemed as deleted, amended or modified accordingly.

IN WITNESS WHEREOF the parties hereunto set and subscribed their respective hands and seal on the day, month and year herein above written....

DL - P041020064907117  
① SANJEEV KHAJURIA  
S/O SHRI H.R. KHAJURIA  
R/O CD-43B ODA FLATS  
HARI NAGAR, N-DIEM-64

DL - P08062003347834.  
② PARVEEN SINGH  
S/O SHRI Gopi CHAND

R/O W-12A

*[Signature]*

*[Signature]*

Parveen Singh