INDIA NON JUDICIAL

५०० रु. Rs 500

पाँच सौ रुपये FIVE HUNDRED RUPEES

TRUST DEED

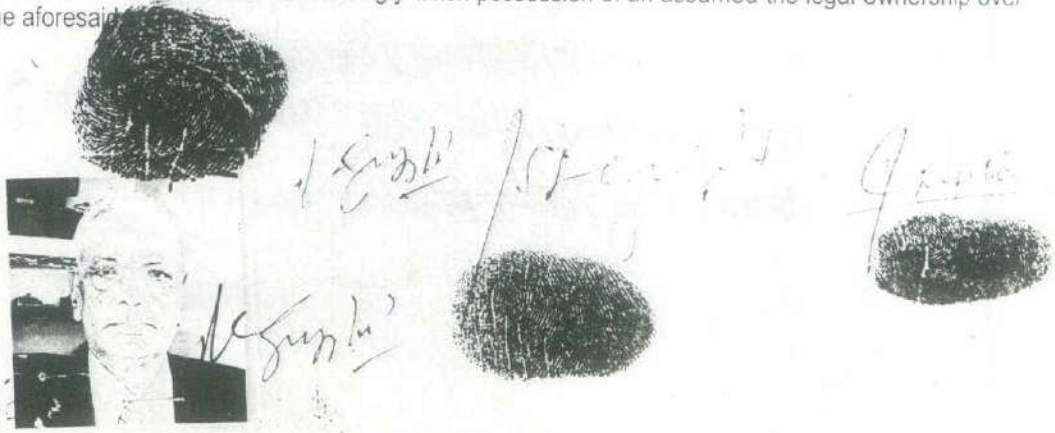
THE DECLARATION OF TRUST is made in the city of Noida on this 23rd Day of May, 2006 by Mr. Phool Chand Gupta S/o Late Sh. Muni Lal Gupta, hereinafter called the FOUNDER for transferring the corpus of the trust hereby declared to the ownership of the trustees appointed under this deed and in accordance with the terms and condition set forth herein. R/o - D 6/6 R.P. BAGH, DELHI-7

WHEREAS the Founder is desirous of creating a trust under the name and style of GIRIRAJ EDUCATIONAL & WELFARE TRUST for the fulfillment of the following aims and objects:

1. To provide and promote education at all levels for the students of all caste & creed.
2. To carry on any act only and wholly for charitable, scientific, literary or educational purposes, and the advancement of any other object of general public utility not involving the carrying on of any activity for profit without reference to caste or creed.
3. To establish and maintain a boarding house for the students.

AND WHEREAS THE FOUNDER hereto has settled on trust in cash a sum of Rs. 5100/- [Rs. Five Thousand One Hundred Only] wholly and exclusively for the purpose, aims and objects of the trust.

AND WHEREAS the trustees appointed hereby have expressed their consent to be invested with the ownership of the subject matter of the trust for the purpose of carrying out the objects set out herein and above, and have accordingly taken possession of an assumed the legal ownership over the aforesaid



क्रम सं० 21 स्टाम्प विक्रय की तिथि

स्टाम्प क्रय करने का प्रयोजन

स्टाम्प क्रेता का नाम व पूरा पता

स्टाम्प की धनराशि

अरविन्द कुमार स्टाम्प विक्रेता
ला० क्र० 41 लाइ० अवधि 31-3-200
उप-निबन्धक कार्यालय परिसर नोएडा

निबन्धन शुल्क 1200 प्रति शुल्क 400

योग 1600 शब्द तीन हजार

श्री फूल चन्द

पुत्र/पत्नी श्री स्व० गुलाब सिंह

निवासी D-C/6 R.P. बाग दिल्ली

ने यह लेख उप निबन्धक नोएडा III

तहसील दादरी जिला गौतम बुद्ध नगर में आज

दिनांक 28/5/06 को समय 3 व 7

बजे दिन को प्रस्तुत किया।

उ0नि0 III नोएडा
23/5/06

लेखपत्र का निष्पादन श्री व शनाख्त कर्ता

प्राप्त कर श्री फूल चन्द ने व तस्दीक श्री स्टाम्प विक्रेता 80 प्रतिशत

शुल्क रु० क्रय व श्री अन्य प्रतिवादी 40 प्रतिशत श्री 10 अन्य/317

ओल्ड दिल्ली

ने किया।

श्री नरेन्द्र जगदीश प्रसाद

निवासी श्री शिवमन्दिर दिलशाद गार्डन

व श्री शशी प्रकाश शर्मा एडवोकेट आनन्द स्वरूप शर्मा

निवासी K-F/118-ए कल्याण नगर नवीन दिल्ली

उ0नि0 III नोएडा 23/5/06

AND WHEREAS with a view to secure proper and permanent administration of the trust by the trustee appointed hereby, it is considered advisable to execute a formal deed of trust specifying certain terms and conditions for such administration and also the powers of the trustees.

NOW THIS DEED THEREFORE WITNESSTH AND IT IS HEREBY DECLARED BY THE FOUNDER AS FOLLOWS

1. The founder, hereby conveys, transfers and grants a sum of Rs. 5,100/- [Rs. Five Thousand One Hundred Only] unto the trustees for the purpose and objects specified herein that it is to be used and appropriated by the trustees for carrying out and fulfilling the said purposes and objects and the founder hereby relinquishes for all time any claim or interest in the said property.

2. The said property shall form part of the corpus and property of the trust, hereinafter described at the 'TRUST PROPERTY'.

3. The term of the trust shall be 'CHARITABLE TRUST'.

4. The term 'TRUST PROPERTY' shall mean and include the aforesaid sum of Rs. 5,100/- all additions and accretions thereto, the income arising therefore and all other property which may from time to time vest in or may become due to the trust, or be received by it from any source. In particular any voluntary contributions

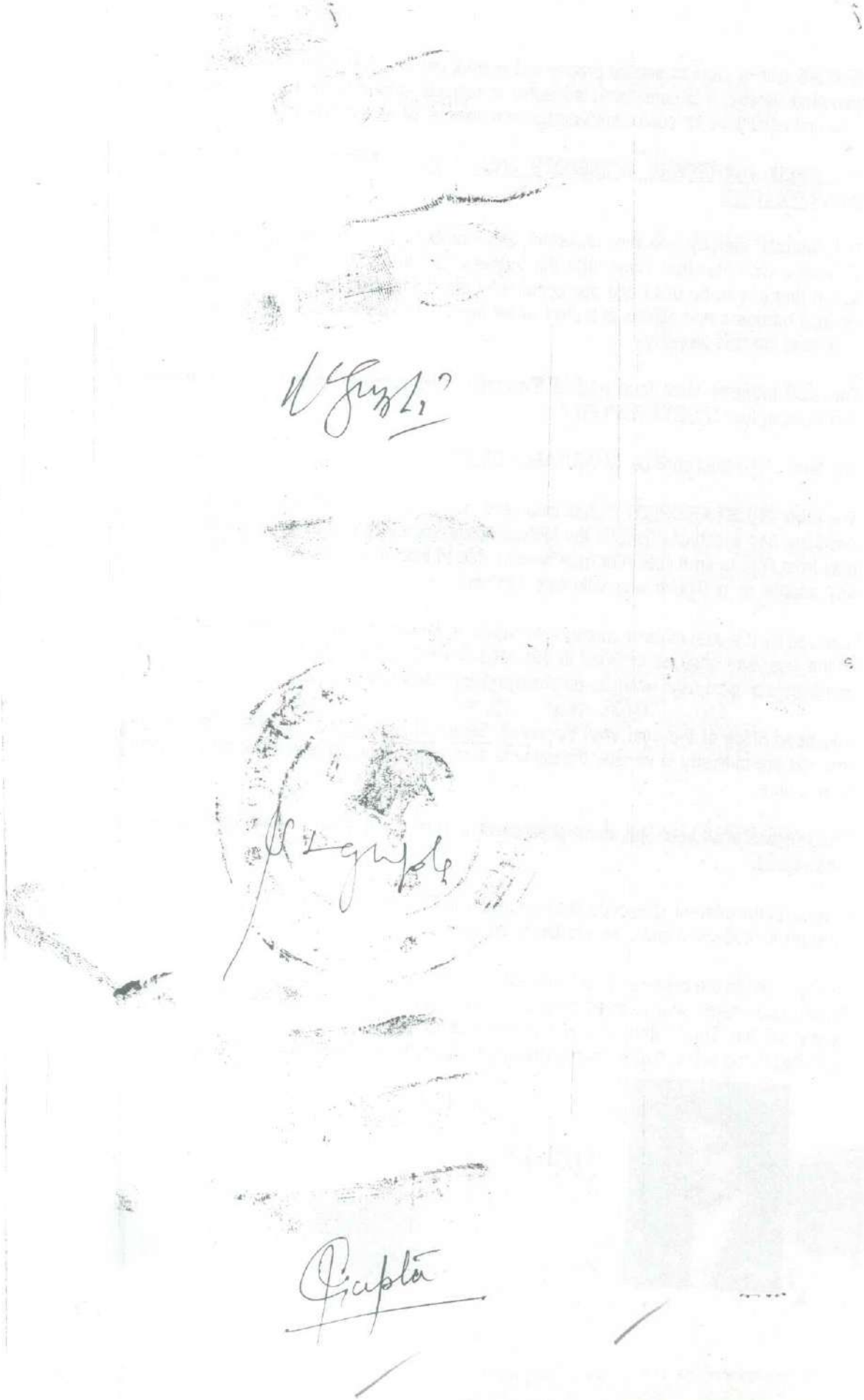
5. received by the trust either in money or money's worth shall always form part of the corpus of the trust and shall be included in the 'TRUST PROPERTY'. As on date, trust has no immovable property and willing to purchase/sale/donated property etc.

6. The head office of the trust shall be at A-2, Sector-3, NOIDA, for the time being but the trustees are at liberty to transfer the same to such other place [s] as may be decided from time to time.

7. The trustees shall hold and stand possessed of Trust Fund upon "TRUST" and shall be empowered.

A] To recover the interest, dividends and income of the Trust Fund and to pay out of the same Charges for collection and other incidental out goings, if any.

B] To pay or utilize the balance of such interest, dividend and other income of the Trust Fund, Hereinafter referred to as the "Net Income" and if the trustees so desire the corpus of the Trust Fund or any one or more of the charitable purposes hereinafter specified to the extent that the same shall relate to anything done or to be done within the



territories of India, without reference to caste or creed and to such shares and proportions and such manner in all respects as the Trustees shall in their absolute and uncontrolled discretion deem fit.

- For any other object of general public utility.

- For any other object as may be regarded as charitable under the provisions of Income Tax Act, 1961 or any statutory modifications or re-enactment's thereof for the time being in force.

C] IT IS HEREBY DECLARED THAT the Trustees shall be entitled to pay, utilize or apply the income arising from the trust fund only for the benefit of general public irrespective of castle, or community on all or anyone or more of the charitable purposes as defined U/s 2 [15] of the Income Tax Act, 1961, which includes relief of the poor, education, medical relief and the advancement of any other object of general public utility.

8. It is hereby declared that no part of the income derived from the Trust property shall be used directly or indirectly for the benefit of any persons as prescribed in the provisions of Income Tax Act as amended from time to time. The investment of Trust funds shall be in accordance with the provisions of Income Tax Act as amended from time to time.

9. THE TRUST property shall vest in the trustees who shall hold, maintain and administer the same, in accordance with the terms and conditions set out hereinafter :-

A] There shall not be less than two and not more than Fifteen Trustees at any time, who together, shall constitute of the Board of Trusteeship provided that the following shall constitute the First Board of Trustees :

I] Mr. Satinder Kumar Gupta S/o Sh. P.C. GUPTA R/o D-17 R.P. BAGH DELHI-7

II] Mrs. Pramila Gupta W/o Sh. S.K. GUPTA R/o D-17 R.P. BAGH, DELHI-

B] The chairman shall be from amongst trustees, he/she shall hold office for three years and will continue thereafter if elected or till another chairman is elected. The chairman so selected shall preside over all meetings of the Board and shall have a casting vote in the event of a tie of votes amongst the Trustees.

C] Trustees as well as life trustees shall cease to hold office and he removed from trusteeship on the happening of any of the following event.

I] On submitting a resignation.

II] On becoming insolvent.

III] On being found of unsound mind by court of competent jurisdiction.

IV] On his absenteeism from all consecutive meetings held within one year, without seeking proper permission or without adequate cause shown to the Board of Trustees.

D] The Board of Trustee may select appoint and co-opt. one or more trustees provided the number of trustees in the board at any time shall not exceed fifteen.

E] The Trustees named at serial Nos. 1 to 2 in sub-clause [a] hereof shall hold office for life and shall be called as the life trustees and the other trustees who are selected, appointed or co-opted by the board shall hold office in the first instance for a period of one year only, but they shall be eligible for re-appointed after their retirement on the expiry of the said period.

10. The Trustees, in carrying out the aforesaid objects of the trust shall meet all the necessary expenses out of the Trust property or from income arising out of it.

11. The Trustees shall have full powers to do everything in or for the furtherance of this trust or which is considered beneficial or conductive thereto, subject to the conditions held down in this Trust Deed.

12. The Trustees shall apply all income derived from Trust property solely and exclusively for the purpose/object of this Trust only in India. Subject to the restrictions imposed vide clause no. 7 of this Deed, and where it is not impossible to apply wholly such income only in India they shall observe such conditions as are laid down in section 11 of the Income Tax Act, 1961 or any other section thereof as may from time to time be enacted so as to secure the exemptions from tax in respect of the income derived from the trust property is not lost for one year.

13. The Trustees may lease or let out on rent or on royalty any land or building or any part thereof belonging to the trust or acquired or constructed for the purposes of the trust or any land or building vested in it or sublease or give right to exploit any concessions or licenses or such rent or royalty to any person either from year to year or for a terms of years and on such other terms and covenants as they may think fit and the rent or royalty as received shall form part of the income of the trust and be applicable accordingly.

14. The trustees shall not be entitled to sell any kind of assets and properties of the trust in full or part thereof or exchange the same for equality or exchange, which is not in the interest of the trust.

15. The trustees may be at any time, if they consider it necessary or beneficial to the trust, raise or borrow money for the use and benefit of the trust on such terms and on such security or otherwise as they may consider proper.

16. A] The trustees may accept donations and contributions as gift or otherwise, from any person, corporation, institution, state of central government of any country or from any other trust and all these may be accepted in any form such a money, bullion, ornaments, machinery, land, building, workshop factories, running concerns, stores raw materials,

fabricated goods, finished goods, royalties, right, licenses, concessions useful animals and movable or immovable property of all kinds.

PROVIDED however, that the trustees may decline to accept any such donations, or contributions at their discretion without assigning reason therefore. All such contributions or donations including any property either movable or immovable has obtained by the trustees shall form part of the corpus of the trust fund being the subject matter or these presents.

B] Such donations, if accepted by the trustees and all other funds and corpus of this trust shall be dealt with as regards their investments and disposal, including deposit with banks, financial institutions, joint stock companies, firms and individuals according to the decisions of the trustees but such decisions shall always confirm to the rules and conditions of this trust deed.

17. The trustees shall be entitled from time to time to open and maintain a bank account or accounts in the name of the trust at such bank or banks as they may decide from time to time and may at any time pay or cause to be paid any moneys forming part of the trust fund or the income thereof to the credit of any such account or accounts either by way of deposit or current account or any other account. Any such account may be operated by any two of such trustee jointly/severally or as may be authorised by the trustees for the purposes or in such manner as may be decided by the trustees at a meeting of the board.

18. It shall be lawful for the trustees to pull down, renovate, rebuild, alter, improve, add to develop or repair any immovable property forming part of the trust fund or the income thereof as they may think fit. The trustees shall also be entitled to enter into any agreement or covenants with the owners or persons interested in any other properties and whether restrictive or otherwise and whether for the benefit of the properties comprised in the trust fund or such other properties as they may in their absolute discretion think fit from time to time.

19. The Trustee shall be entitled to receive remuneration for professional/ any services, subject to approval of Board.

20. The Trustees shall cause to be kept true and correct accounts of all assets and liabilities and money received and expenses incurred by them in respect of the trust and, once in every year such accounts together with a balance sheet shall be examined, audited and certified by such Chartered Accountant or Chartered Accountants as may be appointed or otherwise they may decide. These annual statements of audited accounts shall be adopted and singed by the trustees soon after the same are ready as stated herein. All the main account books of trust shall be kept at the head office of the trust or at such other places as the trustees may decide.

21. The Turstees may appoint, paid or Honorary Secretary or Manager and other officers and staff to manage and administer the trust and to maintain the books of account of the trust as well as to carry out correspondence and all other business on behalf of the trust, as may be necessary and to pay their remunerations.

22. The Trustees may for the time being meet at least two times every calendar year at a time and place to be decided by them for the purposes of transacting the business of the trust and the decision of the majority of the Trustees shall regulate such business provided always that it shall be open to the trustee to make rules and regulations relating to such meetings and conduct of their business.

23. The Chairman may call a meeting of the board of Trustees by giving each trustee one week's notice in writing or such shorter notice as the trustees may decide from time to time. A notice calling a meeting of trustees may be issued by the secretary or manager or any other authorised person of the trust.

24. The quorum for a meeting of the Board of Trustees unless otherwise determined, shall be two or one third of total number of trustees whichever is less. But this shall not affect the powers and rights of the continuing trustees to appoint another trustee to make up the quorum as long as the number is below that.

25. Ant resolution signed by a majority of the trustees on circulation to all the trustees shall be as good as passed in a meeting of the Board of Trustees.

26. The decision of the majority in case of difference of pinion amongst the trustees in any matter shall be final. The Chairman of the Board of trustees in a matter of equality of the votes will have casting vote.

27. The Trustee shall not be entitled to receive any remuneration unless he renders the professional services subject to approval of Board.

28. In the professional execution or the trust and powers hereof no trustee shall be liable for any loss to the trust property arising by reason of any other matter or thing except willful, fraud or wrong act on the part of the trustee who is ought to be made liable.

29. The aims, objects, purposes, pursuits and other provisions of this Trust Deed have been framed and laid down in accordance with law so that this trust will never fail. But if at any time the trustees find or come to know that any provision herein is invalid or contrary to law, it shall be their duty to cancel such particular provisions so that the other provisions hereof may not be rendered invalid otherwise affected.

30. The Trustee may within the basic structure of the Deed amend, alter add, substitute any clause in the interest of the Trust. In the interpretation of this deed words importing the singular number include, where the context admits or require the plural number and vice-verse.

IN WITNESS WHEREOF THE FOUNDERS hereto have here unto set and subscribed their hand the day and year first above written.

WITN

(FOUNDER)

1. Mr. [illegible]der Kumar
   S/o. Sh. Jagdish Prasad
   87, behind Shiv Mandir
   Pilkhuwa, Ghaziabad

(TRUSTEE)

2. Mr. Shashi Prakash Sharma
   (Advocate) S/o. Sh. Anand Swroop Sharma
   K-F/118, New Kavi Nagar, Ghzaiabd

(TRUSTEE)

Drafted by Shashi Prakash Sharma Ad

प्रतिलिपि पृष्ठ सं. 195 से पृष्ठ 709 से 722 तक 200
श्री आर विनोद 23/5/2006 को दी गयी।

उप निबन्धक
नोएडा

Sub Registrar III, Noida on 23/5/06
Vide Book No. - V, 195 page 709-722 & 200
Dated 23/5/06