



हरियाणा HARYANA

DEED OF TRUST

र. 21/12/10
E 991860
M. 3828 dt 17/12/2010 म. 3828
दस्तावेज नं. 15/2010/17/12/2010

This Deed of Public Charitable Trust is executed on this 17th day of December 10 between Sh. Laxmi Narain Saini S/O Sh. Tinna Saini R/O 167, Vasant Vihar Palwal hereinafter referred to as Settlor (which expression shall, unless excluded by or repugnant to the context, be deemed to include his nominees, successors, heirs, executors, administrators and representatives) of one part.

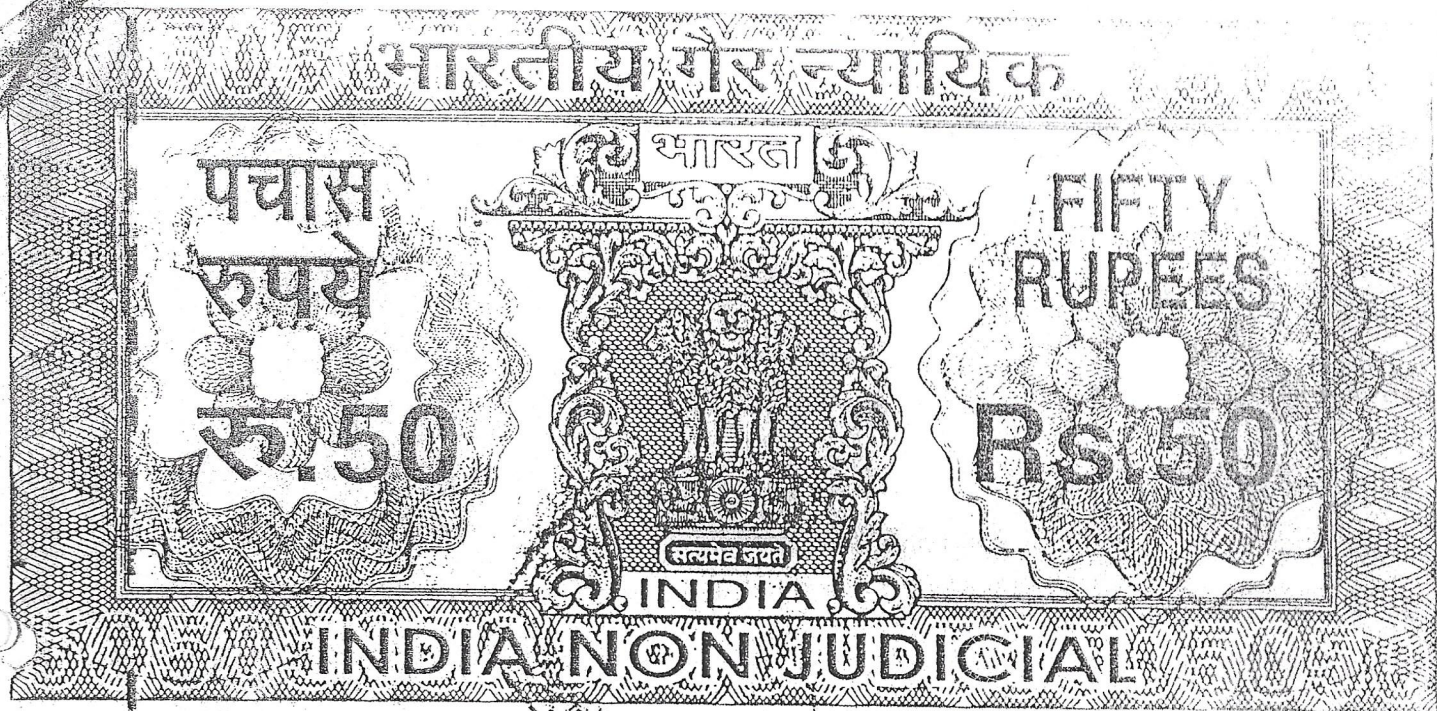
AND

1. Shri Suresh Chand Bharadwaj S/O Sh. Pyarelal R/o Railway Road, Shiv Colony Palwal, Faridabad
2. Smt. Sunita Bharadwaj W/o Sh. Suresh Chand Bharadwaj R/o Railway Road, Shiv Colony Palwal, Faridabad
3. Sh. Shyam Sunder S/o Sh. Pyare Lal R/o Railway Road, Shiv Colony Palwal, Faridabad
4. Sh. Brijesh Kumar S/o Sh. Babu Lal R/o Kamla Nagar, Kosi Kalan, Kosi (U.P.)
5. Ram Avtar Gupta S/o Sh. Mussadi Lal, 18 Moti Colony Palwal

Hereinafter jointly referred to as Founder Trustees (which expression shall, unless excluded by or repugnant to the context, be deemed to include their nominees, successors, heirs, executors, administrators and representatives and the trustees) for the time being of these presents and their successors in office) of the other part

Whereas, the settlor owns and possesses a sum of Rs. 11000/- (Rupees Eleven Thousands Only) which is his absolute property and over which he has full disposing power and which is hereinafter referred to as "the said sum"

L. N. Saini



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And whereas, the settler is desirous of establishing a trust for Public Charitable objects & purposes

And where, it is necessary to declare the objects and terms of the Public Charitable Trust being constituted under these presents

Now This Indenture Witnesseth as Follows:-

That in order to effectuate his aforesaid desire, the settler has set apart and handed over to the trustees "the said sum" irrevocably and exclusively for charitable purposes and the trustees shall hold and shall stand possessed of the said sum together with such additions and accretions thereto as may be made by donation, grant, subscription, endowment, profit, gain or otherwise (the whole of which is hereinafter called "Trust Property", which expression shall include cash and any other movable or immovable property or investments of any kind whatsoever into which the same or any part thereof might be converted, invested or varied from time to time or which may be acquired by the trustees or may come to their hands by virtue of these presents or by operation of law or otherwise, howsoever in relation to these" presents) upon the Trust subject to the powers, provisions, conditions, agreements and declarations hereinafter contained.

2 The trust will be known as SPS Educational Trust

The principal office of the Trust shall be situated At Shanti Pubic School Rly Road PALWAL or at other - L. N. Saurini.

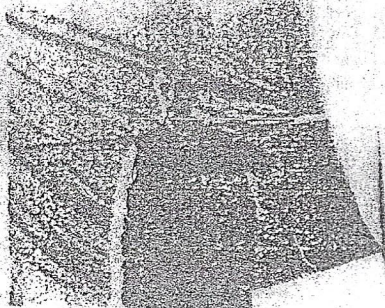
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Reg. Year
2010-2011

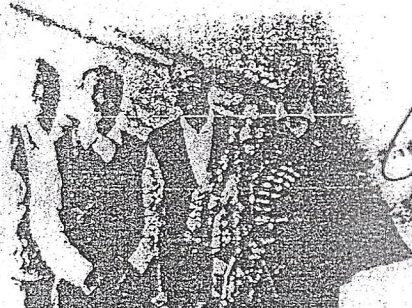
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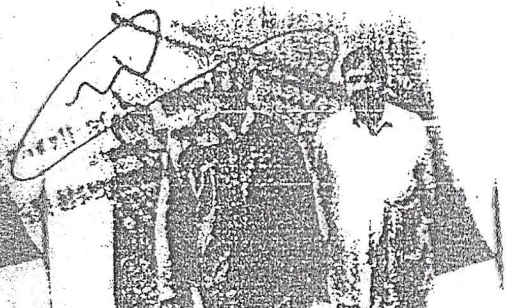
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न्यासकर्ता



न्यासी



गवाह

न्यासकर्ता

लक्ष्मीभारादण सेनी L. N. Saini

न्यासी

पुरशचन्द भारद्वाज बगैरा

Blund

श्री

श्री

Assista

Shyam Singh

गवाह 1 - सुपेर सिंह लेखतिया वकील

S. S. Singh

गवाह 2:- लालचन्द शर्मा

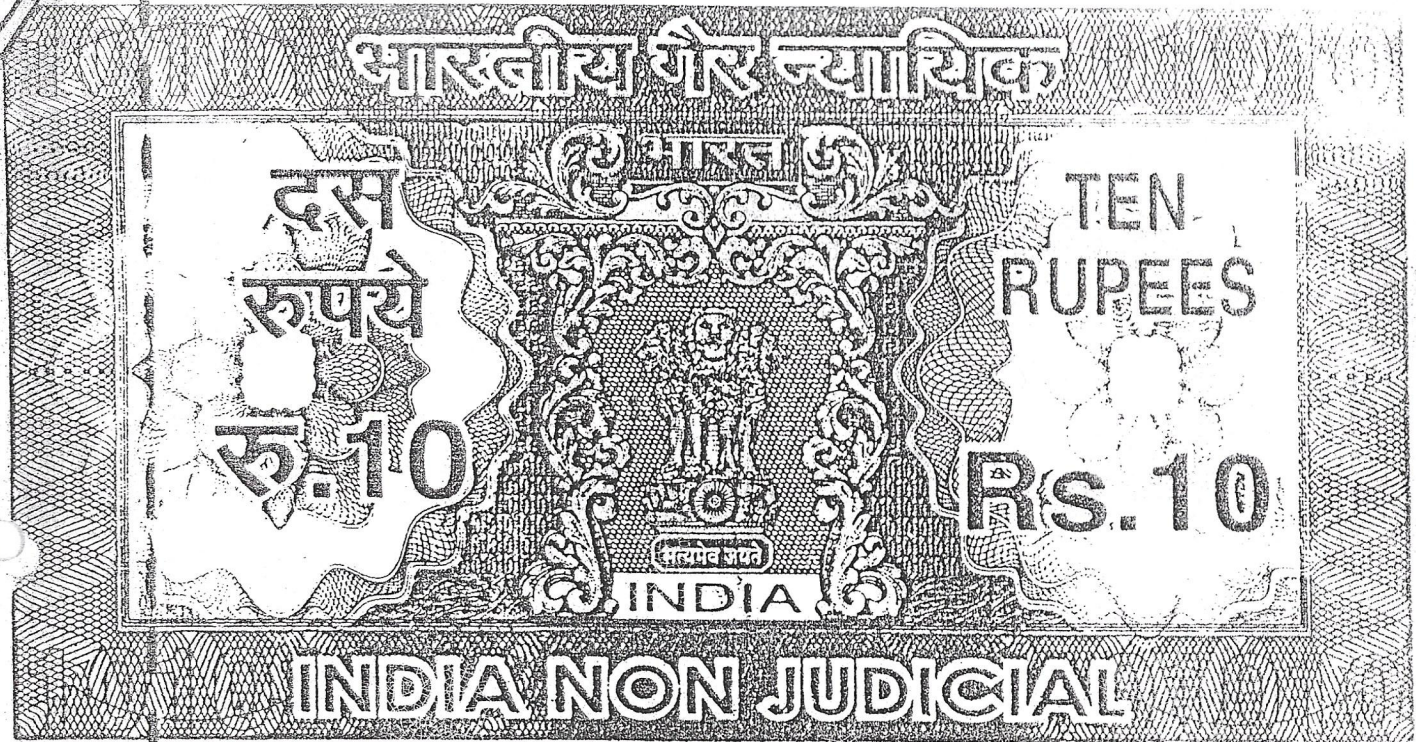
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प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 6,851 आज दिनांक 17/12/2010 को बही न: 1 जिल्द न: 3,005 के पृष्ठ न: 0 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 3,294 के पृष्ठ सख्या 81 से 82 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुल धरे सामने किये है।

दिनांक 17/12/2010

Sh
उप/संयुक्त पंजीयन अधिकारी
पलवल



हरियाणा HARYANA

Place as may be decided by the Trustees from time to time.

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That the Trustees shall hold the trust property for being applied to one or more of the following charitable objects within India, for the benefit of the members of general public without any distinction of caste, colour, sect, creed or religion;

a) To impart Primary education and training in all fields including Science, Management, Medicine, Engineering, Arts, Humanities, Computers, Commerce, Law etc and for discovery, development, absorption, dissemination of knowledge for development of adults and children of all ages without any distinction of caste, creed or religion and in the interest of mankind in general.

b) To establish, maintain, take over, control and run colleges, schools, institutions, deemed university, university, hospitals, medical centers, research centers anywhere in India, for research or education and manage the activity.

c) To study and undertake research in the field of science, computer, engineering, management, health and education and carry out dissemination of the results of research so undertaken.

d) To collaborate with any Indian or foreign University, Board, Society, Association, Government or non-government organization, State or Central Govt Department, Research and Educational Institution, School, Company, Firm or an individual, anywhere in India or abroad in above mentioned fields.

L. N. Saini

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A handwritten signature or stamp, possibly reading "J. R. R. R.", enclosed in a circular mark.



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- e) To undertake the compilation, printing and publication of study papers, research papers, books or study material for the mention field and distribute them or enter into distribution rights for these, to disseminate knowledge.
- f) To award diplomas, degrees, certificates, awards, stipend and scholarships to the students
- g) To establish, run and maintain boarding, lodging and residential facilities for students and staff members of the institutes established under the trust to enter into agreement with third parties, to run these, in the best possible Manner
- h) To establish and maintain library and reading rooms for students, staff at the institute or anywhere else for general public
- i) To establish and maintain cultural and recreational facilities for the benefit of students and staff members at the institute being managed and run by the trust.
- j) To organise conferences, seminars, exhibitions, workshops etc to enable deliberations and dissemination of information, in the field of interest to trust, for research and education.
- k) To organise ,placement, workshops, campus recruitment facilities, provide facilities for live projects on the job training, teaching assistantship, research assistantships, working assistantship etc and develop the students for employment.
- l) To educate, train & develop personnel for research and education and to afford facilities for such training in India or abroad
- m) To depute staff or related personnel to attend or take part in India or abroad in meetings, seminars

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- seminars or conferences in connection with the research & education field of interest
- n) To embark upon any developmental, promotional or any other activity for bettering the life of the mankind in general
 - o) To provide subsidized education or scholarship to girl child or underprivileged for social up-liftment
 - p) If anyone or more of the objects herein specified are held to be not objects of public charitable nature, the Trust shall be at liberty not to carry out such object or objects and confine the activities to the rest of the objects and the validity of this Trust as trust for public charitable purposes shall not be affected in any manner

5) The management of the property and other activities of the Trust shall be carried out by a Board of Trustees of not less than 2 (two) and not more than 8(eight) members

6) The trustees shall hold the trust property wholly or the aforesaid charitable objects and they shall have the power to apply the trust property including income and the corpus thereof for anyone or more of the aforesaid objects, provided always that any part of the corpus of the Trust shall be applied only in conformity with the condition attached to the said part of the corpus by the donor thereof, if any or otherwise and only with the approval of the Board of the Trustees for the time being.

7) Shri Suresh Chander Bharadwaj & Smt Sunita Bharadwaj shall be the first Managing Trustees of the Trust who will hold their office for their life time. After that, the continuing trustees shall appoint a Managing Trustee subject to general control and supervision of the Trustees. The Managing Trustee shall manage the Trust and its properties funds and carry on the affairs of the trust and shall have all necessary power and authorities for that purpose subject to general control and supervision of the trustees.

8) The trustees shall hold their office for life and their office shall be vacated if:

- i) they tender their resignations from such office in writing, or
- ii) they are found to be of unsound mind by a court of competent jurisdiction, or
- iii) they die or
- iv) they are found guilty of an offence involving moral turpitude by a competent court, or
- v) they act in any manner prejudicial to the interest of the trust or is otherwise guilty of breach of trust, as per the decision of the remaining trustee, or he is ask in writing to resign unanimously by the remaining trustee

9) The appointment of trustee or trustees:

- i) Sh. Suresh Bhardwaj, The First trustee, will have a right to nominate a person during his life time his Successor nominee (referred to as first trustee), who in turn will have a right to appoint his successor likewise. The nominee successor by the first trustee will have the same powers as the first trustee.
- ii) Additional trustee or trustees shall be made by the First Trustees and later by the continuing nominee successor trustees. The additional trustees (referred to as ordinary trustees), so appointed shall have the powers and responsibilities as decided by the board of trustees

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10) The Chairman of the Board of Trustees would be selected from amongst the trustees. The trustees shall have powers to appoint anyone of the trustees as Vice Chairman. In the absence of the Chairman, the Vice Chairman shall be the Chairman of the meeting and in the absence of both in any meeting, the trustees, who may be present at the meeting, shall elect a Chairman of the meeting. All questions relating to the affairs of the Trust shall be decided by a majority of votes of the trustees present and voting for the time being. A resolution, in writing circulated amongst the trustees and approved by the majority of the trustees for the time being, shall be as valid and effectual as if it had been passed at a meeting of the trustees duly called and convened.

11) The Board of Trustees shall meet at least once in three months. Meeting of the Board of Trustees shall be held and the business thereat shall be conducted in accordance with the rules made by it from time to time. Ordinarily, at least three clear days notice shall be given in writing to every member of the Board of Trustees, but an emergency meeting may be called at 24 hours notice. Any incidental omission to give notice to or non-receipt of the notice by any member shall not invalidate the proceedings at any meeting of the Board of Trustees.

A meeting of the Board of Trustees may be called by the Chairman of the Board of Trustees or by any two members of the Board of Trustees for the time being.

The quorum for a meeting of the trustees shall be one third of the total number of trustees (any fraction contained in that one third being ignored) or two trustees whichever be higher.

If the quorum is not present within half an hour, the meeting shall stand adjourned to another time to be fixed by the Chairman of the meeting and whatever number of members, present at the adjournment meeting, shall constitute the quorum of such meeting.

In case of difference of opinion arising among the trustees and in all matters wherein the trustees shall have at discretionary power the decision of the majority of the trustees, for the time being voting in the matter, shall prevail and be binding on minority as well as on those trustees who may not have voted and if the trustees are equally divided in opinion, the matter shall be decided by the casting vote of the chairman, no member shall vote on any matter in which he may be personally concerned or interested.

A minute book shall be kept by the trustees. Minutes of all proceedings of the meetings of the Board of Trustees shall be entered in the minutes book and shall be signed by the Chairman of the meeting either at the conclusion thereof or at the next meeting or when they shall have been fully comprised.

12) In order to carry out the aims and objects of the Trust, the Board of Trustees shall, in general, have full power and authority to do all acts and deeds including in particular the following:-

i) To donate and contribute, and / or to enter into working arrangements of any kind with other establishments, institutions, organizations, bodies or centres having objects (wholly or partly) similar to those of the trust and which may be deemed to be activity conducted for the purpose of popularizing, implementing and practicing the aims and objects of the trust.

ii) To enter into the arrangements with the govt. local authorities, other quasi govt. bodies and other public and private bodies, organisations and / or institutions in order to promote and achieve any or all of the aims and objects of the trust.

iii) The trustees may at any time invite and receive or without such invitation receive any voluntary contribution either from the trustees or from any member or members of the public or state and central government by way of donation, legacy or otherwise for all or any of the objects and charities.

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mentioned hereinabove, proved that they are not inconsistent with the provisions of these presents. The trustees may allow any such donor to erect a building or buildings on any land belonging to the trust for being used for the purpose of the charities. Any such donation may be accepted either with or without any special conditions as may be agreed upon between the donor and trustees provided that such conditions are not inconsistent with the intents and purposes of these presents. All such donations, including buildings shall be treated as forming part the corpus of trust fund and be used accordingly, provided further that it shall always be for the trustees in their absolute discretion to decide whether they should invite or accept any such donation as aforesaid and they shall at all times be at liberty to refuse any donation without giving any reasons for such refusals.

- iv) To invite and accept gifts of movable or immovable properties, legacies, collect funds by appeal of carrying out the objects and activities of the Trust
 - v) To borrow and raise monies for the purpose of carrying out the objects of the Trust in lawful manner from such persons/banks/financial institutions etc. as the Trust may think fit.
 - vi) To acquire land, purchase buildings, or enter in any agreement with the owners' of or persons entitled to or having interest in construct or take on lease or exchange, hire any movable or immovable properties of rights or privileges on such terms and' conditions or they deem fit for the purpose of carrying out the objects of the Trust or any of them or part of them.
 - vii) To undertake and execute any Trust which may be directly or indirectly conducive to any of the objects of the Trust either gratuitously or otherwise.
 - viii) To invest monies belonging to the trust in such securities or otherwise in such manner as provided for in the statutes and / or stipulated by the appropriate from time to time for public charitable trusts
 - ix) To promote and establish branches of the Trust at such other places as may be decided by the Board of Trustees from time to time
 - x) To appoint sub-committee, special committee from amongst themselves or from outside from time to time for specific purposes with specific powers.
 - xi) To sell, exchange, surrender give mortgage, charge, pledge, purchase, properties movable or immovable out of the Trust fund or to invest Trust monies or all surplus money after making the necessary expenses of the Trust in their absolute discretion in conformation with the law for the time being in force and objectives of the trust.
 - xii) To look after, manage and administer properties, funds, institutions and activities of the Trust and for the purpose to make rules and regulations and other arrangements for the day-to-day working and administration of such properties, offices, funds, institutions and activities.
 - xiv) To make, amend and repeal constitution, name and / or bye-laws of the trust for the conduct of business of the Board of Trustees at other committees, Sub-committees, etc. appointed by the Board, branches, centres, sub-centres, place of work etc. opened by the Trust, funds, etc. offices or officers of the Trust, and as to any of the Trustees provided that they shall not be inconsistent with the Memorandum of the Trust
- 13) The property of the trust shall be vested in the Trustees and the investments belonging to the Trust
- L. N. Saini

shall be vested in the Trustees and they shall have the custody of all Deeds and Documents of Title relating to the properties of the Trust. The Trustees for the time being on behalf of the Trust shall generally transact all business from time to time as may be determined by them at the meeting. The trustees may deposit any documents held by them relating to any property belonging to the trust under these presents with any bank or banker and may pay a charges payable in respect of such deposits

14) Subject to the restrictions placed by section 13 of the Income-tax Act, 1961 or any subsequent modifications thereof, the trustees shall invest the trust fund and all monies in their hands which may require investment in or upon anyone investment as may be decided by the Board of Trustees with power from time to time at their discretion to vary any investment held by the trustees of the character hereby authorized without being responsible or accountable to any one for any loss or diminution in price caused thereby.

Provided always that without prejudice to any other provision of the law, the trustees may sell to or purchase, take on lease or hire from any trustee or trustees of these presents any properties of any kind at such, terms and conditions as the Board of Trustees may decide provided that such terms and conditions shall not be detrimental to the trust or its objects as given in clause 4 above

15) The trustees for the time being under these presents shall be respectively chargeable only For such monies, stocks, funds, deposits and securities as they shall actually receive, nor for any other losses unless the same shall happen through their own willful default respectively.

16) It shall be lawful for the trustees to pull down, renovate, rebuild, alter, adapt, improve or add to develop or repair any immovable properties comprised in the trust fund and to spend thereon such monies out of the trust fund or the income thereof as they may think fit. The trustees shall also have the power to insure any premises comprised in the trust fund against loss by fire, lightening, civil commotion or the risk of losses by any other accident on such terms, as the trustees may think proper from time to time but no liability shall attach on the trustees or any of them by reason of any property remaining uninsured in any way. The trustees shall also have the power, after paying all rents and taxes from incomes of any immovable properties, to set aside out the balance thereof from time to time such sums of money as the trustees consider proper to meet the expenses of heavy repairs or by way of depreciation or sinking fund and to utilize the same and the income thereon for heavy repairs, or for rebuilding or reinstating immovable properties or erecting new building and in the meantime to invest the same in securities as authorized by these presents. It shall also be lawful for the trustees to permit any immovable property forming part of the trust fund to be held, used and enjoyed for the purpose of any scheme of charity or other purpose of these presents. The trustees may also allow the same or part thereof to be occupied by any employee, worker or trustee of the trust on such terms as the trustees may think fit.

17) It shall be lawful for the trustees, at such time or times as they may in their absolute discretion, think fit to sell by public auction or private contract or exchange or transfer or assign or grant lease or sub-lease for any term, however long, or otherwise dispose of all or any part of the trust property including the immovable property comprised therein and on such terms and conditions relating to title or otherwise in all respects as they may think proper and to buy in, rescind or vary any contract for sale, exchange, transfer, assignment, lease or other disposition and to resell the same or enter into the fresh contract for exchange, transfer, assignment, lease or other disposition without being answerable for any loss occasioned thereby and for such purposes to execute all necessary conveyance deeds of exchange, assignments, transfers, lease and sublease and counter parts and other assurances to pass, give and execute all necessary receipts, releases and discharges for the

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documents and assurances. All monies, arising from any such transfer or other assurance, shall be deemed to be part of the trust fund and shall be applicable accordingly.

18) Upon sale or other transfer by the trustees under the power aforesaid, the purchasers of Transferee(s) dealing bonafide with the trustees shall not be concerned to see or enquire whether the occasions for executing or exercising such power has arisen or whether provision as to the appointment and the retirement of the trustees herein contained have been properly and regularly observed and performed. Neither shall the purchaser or purchasers, transferee or transferees be concerned to see to the application of the purchase monies or other consideration, or be answerable for the loss, misapplication or non-application thereof.

19) The receipt signed by any two or more of the trustees for any income of the trust funds or for any documents of title or securities papers or other document of for any other money paid, given or transferred to them shall be sufficient and shall effectually discharge the person or persons paying or giving or transferring the same from being bound to see the application of the same or being answerable for the loss, misapplication or non-application thereof, provided always that notwithstanding anything herein contained to the contrary, any bank account of the trust may be operated upon by one or more of the trustees as may be authorized by the board of trustees from time to time.

20) The board of trustees may from time to time, at its discretion, provide for different class of memberships like patrons, life members, honorary members and / or ordinary members and make rules for such memberships. The board of trustees, at its discretion in consideration of any schemes of settlement or arrangement including amalgamation or otherwise, may also provide for the co-option of patrons and life members as patrons and life members of these presents.

The Board of Trustees may from time to time frame rules for the election and / or nomination of executive council amongst the different class of members and such council will look after such work as per the rules framed by the Board.

21) A bank account or accounts shall be opened in the name of the Trust and shall be operated in such manner as may be determined by the Board of Trustees from time to time. Proper and regular books of accounts of all receipts and expenditure of the trust shall be maintained by the trustees.

On the 31st day of March every year, statement of affairs shall be prepared of all the assets and liabilities of the trust and income and expenditure account for the whole year ending on 31st March shall be prepared.

At the time of each accounting year which will end on 31st March of every year a special meeting of the Board of Trustees shall be called to consider and approve the accounts. Such meetings shall preferably be called within six months from the closure of the accounting year and Board of Trustees shall in particular transact the following business.

- (a) To consider the audited statement of account and auditors' report for the preceding year
- (b) To appoint auditors for the coming year and fix their remuneration.

22) The trustees shall have powers from time to time to add to, vary or alter any of the provisions of this deed for the proper administration of the trust and / or for giving effect to the objects of the Trust.

L. N. Saini

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23) The Trust may be dissolved by a resolution passed unanimously by the Board of Trustees. In the event of dissolution, the corpus of the Trust shall be donated to any other trust having identical objects and registered as a charitable trust/society under Indian Income-tax Act, 1961 or as the Commissioner of Income-tax having jurisdiction over the trust may direct.

24) All disputes arising in the administration of the Trust and all questions relating to the interpretation of these presents or to the exercise or non-exercise of the powers or vested in them by law or otherwise conferring or attaching these presents shall be decided according to the wishes of the majority of the Trustees.

In witness where of I, Sh. Laxmi Narain Saini (Settler) has put his hand to this Deed of Trust on the day and year first abovementioned.

SIGNED SEALED AND DELIVERED BY

at Palwal in the presence of two witnesses.

A. witnesses

1. *Sumer Singh Tewari*
(S. S. Tewari) *Acu*
Acu

2. *Label 402*
mirasanda dhanmas
of miras

SETTLER

L. N. Saini
(Laxmi Narain Saini)

B. TRUSTEES

1) *Suresh*
(Suresh Chander Bharadwaj)

2) *Sunita*
(Sunita Bharadwaj)

3) *Shyam*
(Shyam Sunder Bharadwaj)
Shyam Sunder

4) *Brijesh Kumar*
(Brijesh Kumar)

5) *Ram Avtar*
(Ram Avtar Gupta)

Drafted by

(S. S. Tewari)

23) The Trust may be dissolved by a resolution passed unanimously by the Board of Trustees. In the event of dissolution, the corpus of the Trust shall be donated to any other trust having identical objects and registered as a charitable trust/society under Indian Income tax Act 1961 or as the Commissioner of Income-tax having jurisdiction over the trust may direct

24) All disputes arising in the administration of the Trust and all questions relating to the interpretation of these presents or to the exercise or non-exercise of the powers or vested in them by law or otherwise conferring or attaching these presents shall be decided according to the wishes of the majority of the Trustees

In witness where of L. Sh. Laxmi Narain Saini (Settler) has put his hand to this Deed of Trust on the day and year first abovementioned.

SIGNED SEALED AND DELIVERED BY

at Palwal in the presence of two witnesses.

A. witnesses

1. *Sunder Singh Tewary*
(Sunder Singh)

2. *Lalchand*
Munir Singh
of Palwal

SETTLER

L. Sh. Saini
(Laxmi Narain Saini)

B. TRUSTEES

1) *Suresh Chander*
(Suresh Chander Bharadwaj)

2) *Sunita*
(Sunita Bharadwaj)

3) *Shyam Sunder*
(Shyam Sunder Bharadwaj)
Shyam Sunder

4) *Brijesh Kumar*
(Brijesh Kumar)

5) *Ram Avtar Gupta*
(Ram Avtar Gupta)

Mousta

PRINCIPAL
SPS INTERNATIONAL
HUDA SEC.-2, PALWAL

Drafted by
cap L.