



उत्तर प्रदेश UTTAR PRADESH

D 024998

TRUST DEED

THIS DEED OF TRUST made this day of 01st the day of May, 2008 between CHANAN LAL DHINGRA residing at C-1, Gurunanak Pura, Modinagar, Distt. Ghaziabad hereinafter called "THE SETTLOR" ( Which expansion shall unless exclude by or repugnant to the context be deemed to include his successors, administrators and representatives) of the ONE PART :

1. Chanan Lal Dhingra S/o Sh. Chuni Lal Dhingra,  
R/o C-1, Gurunanak Pura, Modinagar, Distt. Ghaziabad.
2. Ashok Bajaj S/o Sh. Achraj Lal Bajaj  
R/o C-1/7, Lohia Nagar, Ghaziabad
3. Raman Bajaj S/o Sh. Jagdish Bajaj  
R/o R-9/109 B, Raj Nagar, Ghaziabad.
4. Sanjay Dhingra S/o Sh. Chanan Lal Dhingra,  
C-1, Gurunanak Pura, Modinagar, Distt. Ghaziabad.
5. Pankaj Bajaj S/o Sh. Jagdish Bajaj  
R/o R-9/109 B, Raj Nagar, Ghaziabad.
6. Rohit Bajaj S/o Sh. Anil Bajaj  
Bajaj Bhawan, Bhagwan Ganj Mandi, Modinagar, Distt. Ghaziabad.

Hereinafter jointly referred to as "THE TRUSTEE" Which expansion shall unless excluded by or repugnant to the context to be deemed to include the trustees for the time being all these presents and their successors in office of the other part.

A.P. [Signatures] Contd. [Signatures]

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उत्तर प्रदेश UTTAR PRADESH

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WHEREAS:

- a) The settlor is desirous of establishing a Fund for Public Charitable Object.
- b) Sh. Chanon Lal Dhingra shall be the Chairman and Managing Trustee for life.
- c) Sh. Ashok Bajaj shall be the Vice-Chairman and Managing Trustee for life.
- d) Sh. Raman Bajaj shall be the Secretary and Managing Trustee for life.
- e) Sh. Rohit Bajaj shall be the Treasurer and Managing trustee for life.
- f) Sh. Sanjay Dhingra shall be the Trustee for life.
- g) Sh. Pankaj Bajaj shall be the Trustee for life.
- h) The Managing Trustee and the Trustees have at the request of said settlor agreed to act as the Managing Trustee and the Trustees.

NOW THE INDENTURE WITNESSETH AS FOLLOWS:

- 1) In order to effectuate the said desire the SETTLOR has made over to the Board of Trustees a sum of Rupees FIVE THOUSAND ONLY to hold the same together with all other properties that may be acquired out of the same or otherwise and may hereafter be subject to the TRUST ( hereinafter referred to as the Trust Fund) for the objects and purposes hereinafter expressed with the power and on the terms and conditions herein contained concerning the same.
- 2) The name & address of the Trust shall be "SHANTI NIKETAN TRUST",

C-1, Gunanand Nagar, Ghaziabad, Distt. Ghaziabad.

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1/5/08







उत्तर प्रदेश UTTAR PRADESH

H 567717

OBJECTS:

- (1) The aims and objects of the trust shall be :-
  - (i) Establishment and/or acquisition of professional Institute impart in the training in fields of Technology, Management, Humanities of Basic education, Trade and commerce or any other Faculties useful for the development of Intellectuals in the Society or Public at large and also to facilitate the research work, imperial studies, software development and other allied fields beneficial for the community.
  - (ii) To train young men and women who are able to eager to create and put into action such ideas, methods, techniques and information regarding Management, Medical, Computer technology and other higher education, Para Medical & Bio - Technology.
  - (iii) To enrole and adopt methods of instructions calculated to convert students with appropriate talents into men and women of the class described in (c) above.
  - (iv) To provide suitable libraries, laboratories and equipments.
  - (v) To participate in and co-operate with, as far as possible, such recognized institutions as exist or may be founded in future for cognate objects in India.
  - (vi) To establish and collect funds and accept donations and to utilise the same and the income therefrom for the purposes of the institute.
  - (vii) To do all such things as are incidental, necessary or conducive to the attainment of all or any of its objects.

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भारतीय गैर न्यायिक

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INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

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- (viii) To provide job oriented education courses to young boys and girls for their future career.
- (ix) To establish and maintain Institute or Institutions for imparting general, vocational, industries, moral and physical education to male or females to all class and creeds.
- (x) To establish and maintain local or public libraries and reading rooms to assist such libraries and reading rooms to assist and maintain boarding houses or hostels to assist such institutions.
- (xi) To contribute in the shape of lumps sum donations or periodicals contribute to the funds of any university or any other educational institutions.
- (xii) To Provide management education, management training and development services to acquire young graduates write analytical skills.
- (xiii) To Provide specialisation in Technical, Computer, Medical, Para-Medical, Management, Bio-Technology (Marketing, Finance and Human Resources Management) education etc.

The Trust shall have the following enabling power to achieve or in furtherance to the above objectives:-

- (i) To acquire by purchase or otherwise any movable or immovable property for the proper carrying out of the object of the Trust.



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- (ii) To sell, mortgage, lease or otherwise dispose off any property movable or immovable for the better management of the Trust.
  - (iii) To advance by way of loan for proper investment thereof for the fund of the Trust.
  - (iv) To erect, repair or alter any existing or future building for the purpose of the Trust.
  - (v) To do all such things either by itself or conjunctions with other body with similar objects as may be necessary for proper carrying out of the objects of the Trust.
  - (vi) To acquire financial assistance from the government and other bodies private or public in order to efficiently carry out the objects of the Trust.
  - (vii) To print, publish and circulate, books, papers, periodicals in circulars for the promotion of education.
  - (viii) To establish and/or acquire and maintain lecture halls, auditorium, libraries, museum and to organise or assist in the organisation of lectures, seminars or conferences with the objects or promoting higher education.
  - (ix) To establish, maintain and or manage hostel, building houses, staff quarters and other conveniences for the benefit of the students, staff.
  - (x) To deal with and invest the funds of the Trust in and upon such investments, or in any other manner as may from time to time be deemed advisable. All income from such investments or the balance thereof from the Trust, shall invest in the Trust to be held or employed and accordance with the rules and regulations.
  - (xi) To make gifts of property, to purchase, construct, take on lease, hire or otherwise acquire any property which may be deemed desirable for any of the objects of the Trust and to improve, furnish and maintain, lease out, mortgage, pladge or dispose of any such property.
3. The TRUSTEE SHALL cause true and accurate accounts to be kept of all moneys received and / or all matters in respect thereof in course of management of trust properties or in relation to the carrying out of the objects and purpose of the Trust as well as of all assets, credits and effects of the Trust properties.
4. For the furtherance of the objects of the Trust and in accordance with the provisions of the Income Tax Acts, the investment of use of Trust Funds for the time being in force, the TRUSTEES will have the following powers :-
- (a) To accept any donation, contribution, grant or subscription in cash or in kind from any person, body of person or Trust.
  - (b) To apply the whole or part of the income of the TRUST FUNDS or a accumulation thereof whole part of the corpus of the TRUST FUNDS on any one or more of the objects of the Trust as the TRUSTEES may in discretion from time to time determine.
  - (c) To convert and deal with the Trust property and/or to carry the investment for the time being.

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- (d) To invest and keep invested the TRUST FUND either in the purchase or mortgage of immovable property or other securities and investments, whether authorised by the Indian Trust Act, 1952 or not or in deposit with or loans to any company, bank, firm or any other persons and to alter, vary or transpose such investments from time to time as the TRUSTEES may in their discretion think fit for either of the same or of like to different nature.
- (e) To borrow or raise or secure payment of money and also to lend money either with or without security.
- (f) To sell, dispose of, alienate or otherwise deal with any property comprising the Trust Fund.
- (g) To let out, demise any immovable property comprised in the TRUST FUND for such period and at such rent, as the TRUSTEE may in their discretion think fit.
- (h) To open account with any bank or banks, to operate such account and to give instructions to the bank and to provide for opening and operation of such account by the TRUSTEES or by an agent appointed by the TRUSTEES.
- (i) To adjust, settle, compromise, compound, refer to arbitration all section, suits, claims, demand and proceedings regarding the TRUST FUND.
- (j) To appoint constituted attorneys or Agents and to delegate to such attorneys or Agents all or any of the power vested in them under these presents and from time to time remove such Attorneys/Agents and to appoint another in his or their place.
- (k) To appoint or make provision for the appointment of any person (including all or any of the TRUSTEES as Committee or administrator or managing Trustee or Trustees or otherwise) for the purpose of the Trust in such manner and subject to such rules and regulations as the TRUSTEES may prescribe and also to appoint or provide for the appointment of separate Trustee to hold any property or any Fund or investment subject to the provisions of this deed in such manner and subject to such rules and regulations as the TRUSTEES may from time to time think fit.
- (l) To make, vary, alter or modify schemes, rules and regulations for carrying out the objects of the Trust and for the management of the affairs thereof and of running any institution in furtherance of the objects of the Trust and otherwise for giving effect to the objects of the Trust.
- (m) To start, abolish, discontinue and restart any charity or charitable institution for the benefit of a general public and to impose any condition to any subscription or donation made by them.
- (n) To set apart the whole or part of the income of the corpus of the TRUST FUND or part thereof for any of objects of the Trusts.
- (o) To joint, co-operate or amalgamate this Trust with other or others having similar or allied objects upon such terms and conditions as the TRUSTEES may in their discretion think fit particularly having regards to and in conformity with the objects and nature of this Trust.

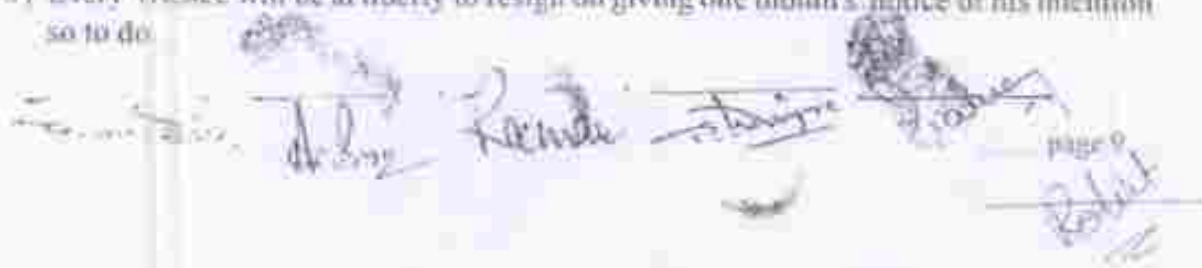
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- (p) To apply to the Government public bodies, urban, local, Municipal, district and other bodies corporations, company or persons for and to accept grant of money and of land donations, gifts, subscriptions, and other assistance with a view to promoting the objects of the Trust and to discuss and negotiate with the Government Departments, public and other bodies, corporations, companies or persons, scheme and other work and matter within the object of the Trust and to confirm to any proper conditions upon which such grants and other payments may be made.
- (q) To take over, acquire, manage, control or aid any existing institution or institutions having objects either wholly or in part similar to the object of this Trust and on such terms and conditions as may be thought expedient.
- (r) To purchase or otherwise acquire and undertake all or part of the property, assets, liabilities and engagements of any one or more of the Trusts, societies institutions or associations with which this Trust is authorised to amalgamate.
- (s) To transfer all of any part of the property, assets, liabilities and engagements of this Trust to any one or more of the Trust societies, institutions or associations with which this Trust is authorised to amalgamate.
- (t) It shall be lawful for the Trustees of these presents at any time if they so desire to transfer and hand over the Trust Funds in their possession or control to any other society, corporation, institution, Trust or organisation on such terms and conditions as TRUSTEES shall in their absolute discretion think fit and proper to the powers, provisions agreement and declaration appearing and containing in these presents subject to such modifications as may be necessary and consequent to the transfer of the Trust funds to such society, organisation corporation or institution and on the said Society becoming the TRUSTEES of these presents the TRUSTEES for the time being these presents shall become discharged from the Trust hereof relating to such Trust funds or properties which may be transferred or conveyed as aforesaid.
- (5) It shall be lawful for the TRUSTEES to give aid by way of donations out of the income or the corpus of the TRUST FUND or otherwise to different charitable institutions society, organisation or Trusts in India which may have been established or which may hereafter be established for like charitable purposes mentioned in these presents or any of them to enable such institutions, societies organisation or trusts to start, maintain or carry out such charitable objects as are mentioned in these present of any of them.
- (6) The Trustee shall have the power at their uncontrolled discretion instead of acting personally to employ and pay any agent (including any Bank) to transact any business or to do act whatsoever in relation to the trusts of these presents including the receipt and payment of money without being liable for loss and shall be entitled to be allowed and paid all charges and expenses incurred thereby.

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- (7) It shall be lawful for the TRUSTEES to borrow moneys either on the security of any property compressed in the TRUST FUND or otherwise for all or any of the purposes of these present and it shall be lawful for the TRUSTEES to make such borrowing on payment of such interest and otherwise on such terms and conditions as they may in their absolute discretion think fit.
- (8) The TRUSTEE shall be chargeable only for such moneys, stocks, shares and funds as shall actually into their hands and a Trustee shall not be answerable or accountable for neglect, default, acts of commission of the other Trustee nor of any banker or other person with whom the Trust/Properties or any securities may have deposited or kept.
- (9) The receipt of a person authorised by the TRUSTEES or a resolution of the Board of Trustees, for any money paid or any property transferred or delivered to the TRUSTEES in execution of any of the power thereof or for purchase moneys of any property authorised to be sold shall effectually discharge any person so paying or transferring or delivering.
- (10) The Trustees will not be entitled receive any remuneration as TRUSTEES but may reimburse themselves of all expenses actually incurred by them in connection with Trust of their duties relating thereto.
- (11) The first Trustees shall be the persons hereinafter named:-
- |                        |                       |
|------------------------|-----------------------|
| (i) Sh. C. L. Dhingra  | Trustee Chairman      |
| (ii) Sh. Ashok Bajaj   | Trustee Vice-Chairman |
| (iii) Sh. Raman Bajaj  | Trustee Secretary     |
| (iv) Sh. Rohit Bajaj   | Trustee Treasurer     |
| (v) Sh. Sanjay Dhingra | Trustee               |
| (vi) Sh. Parkaj Bajaj  | Trustee               |
- (12) The TRUSTEES for the time being will be at liberty to appoint Trustees within the number mentioned above for such period or on such terms as to retirement and reappointment as the TRUSTEES for the time being consider proper. The MANAGING TRUSTEES appointed by these presents will be for life. If any trustee dies, retires, become unfit or incapable to act the continuing or surviving Trustees will be competent to appoint a Trustee in place of the Trustee so dying, retiring or becoming unfit or incapable to act of her for otherwise as aforesaid. In the event of all the Trustees dying, then the person or persons nominated by such case to be a Trustee (i) if the without leave or absence does not attend three consecutive meetings of the TRUSTEES or for one Calendar year, whichever is longer, or (ii) if he is requested to resign by 3/4th or as near there to as possible, of the remaining Trustees.
- (13) Every Trustee will be at liberty to resign on giving one month's notice of his intention so to do.

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**MEETINGS**

- (i) A meeting of the Trustees to be called the Annual Meeting shall be held once a year. The Trustees shall also hold such other meetings as may, from time to time, be necessary for the transaction of business of the Trust.
- (ii) Question arising at any meeting shall be decided by a majority of votes and in case of any equality of votes, the chairman shall have a second or casting vote.
- (iii) The quorum necessary for the transaction of the business of the Trust may be fixed by the Trustees and unless so fixed shall be two.
- (iv) The Chairman of the Trust shall take the chair in all Board Meetings, in case the Chairman be not present in any meeting, the trustees present shall choose one of their member to be the chairman of such meeting.

**MINUTES**

(14) A Minute book shall be provided and kept by the Trustees, Minutes of the entry into the office of every new Trustee and of all proceedings of the Trustees shall be entered in the Minute Book and shall be signed by the chairman of the meeting either on the conclusion or at a subsequent meeting when they are duly confirmed.

**15) CHAIRMAN & SECRETARY**

(a) **Sh. C. L. Dhingra** the Founder of the Trust shall be the **Chairman** of the Board of Trustees and after his death or on his resignation or removal, the Senior most member of the Founder's family, from amongst the Trustee, shall be the chairman, provided he is not a minor.

(b) **Sh. Ashok Bajaj** the Founder of the Trust shall be the **Vice-Chairman** of the Board of Trustees and after his death or on his resignation or removal, the Senior most member of the Founder's family, from amongst the Trustee, shall be the chairman, provided he is not a minor.

(c) **Sh. Raman Bajaj** the Founder of the Trust shall be the **Secretary** of the Board of Trustees and after his death or on his resignation or removal, the Senior most member of the Founder's family, from amongst the Trustee, shall be the Secretary, provided he is not a minor.

(d) **Sh. Rohit Bajaj** is Trustee **Treasurer** and after his death or on his resignation or removal, the Senior most member of the Founder's family, from amongst the Trustee, shall be the Secretary, provided he is not a minor.

(e) The management and work of the Trust shall be carried on by the chairman / secretary / Treasurer of the Trust, subject to the control and supervision of the Board of Trustees.

(f) Without prejudice to the general powers conferred by these presents but in the furtherance thereof it is hereby expressly declared that the chairman & secretary jointly of the Trust shall have the following powers:

(i) To pay the cost, charges and expenses, preliminary and incidental to the promotion formation, establishment and registration of the Trust.

(ii) To appoint and at his discretion remove, suspend such Manager, secretaries and other officers, clerks, agents and servants for the Trust or its institutions for permanent or temporary services as he may from time to time think fit, and to determine their powers and duties and fix their salaries, emoluments and to require security in such instance and to such amount, as he may think fit.

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(iii) To institute, conduct defend compound, refer to arbitration any legal proceedings by or against the trust or otherwise concerning the affairs of the Trust and also to compound and allow time or payment or satisfaction of any debts due and of any claims or demands by or against the Trust and act on behalf of the Trust in all matters.

(iv) To refer any give receipts and release and other discharges for money payable to the Trust and for the claims demands of the Trust.

(v) To make and give receipts and release and other discharges for money payable to the Trust and for the claims and demands of the Trust.

(vi) To invest and deal with any of the money of the Trust not immediately required for the purpose thereof upon such securities and in such manners as he may think fit and from time to time vary or realise such investments.

(vii) To enter into all such negotiations and contracts and execute and do all such acts deeds and things in the name and on behalf of the Trust as he may consider expedient for or in relation to any of the matters aforesaid or otherwise for the purpose of the Trust.

(viii) To raise or borrow any sums of money for and on behalf of the Trust from any bank, company or person, and may time to time secure the payment of such money in such manner and upon such terms and conditions in all respects as he think fit.

(ix) To purchase or otherwise acquire for the Trust any property, rights or privileges which the Trust is authorised to acquire at such price and generally on such terms and conditions as he thinks fit.

(x) To appoint any person to be the attorneys, or agents of the Trust, with such powers and upon such terms as may be thought fit.

(xi) To open from time to time account or accounts on behalf of the Trust, with such bank or banks, as may be approved by him on such terms and conditions, as may be agreed upon by him to operate from time to time and or to give authority to such other persons as he may deem fit to operate such account or accounts.

(f) The Chairman of the Trust shall at all times during the continuance the in office of chairman have the right to delegate his powers of the remaining trustees.

(g) That the chairman shall have power from time to time spend or make contributions or donations on behalf of the Trust to the extent of one-tenth of the income of the Trust in every year of the purpose, consistent with the objects of the Trust mentioned here in before.

(16) ACCOUNTS & AUDIT

(a) The Chairman shall cause true accounts to be kept of the assets and liabilities of the Trust and of all sums money or property received and expended by the Trust and all matters in respect of which such receipts and expenditure take place.

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(b) A statement of accounts and a budget shall be made out in every year and passed by the Board of Trustees. The year of the Trust will be the financial year i.e. April to March, unless varied by the Trustees.

(c) Once atleast in every year the accounts of the Trust shall be examined and the correctness of the same certified by an auditor.

(17) The Head Office of the Trust shall be situate in the Uttar Pradesh unless changed by the Trustees by two-third majority.

(18) WINDINGUP

The Trustees shall have the power to wind up the business or any of them forming part of the Trust Estate and to start other business as may think fit to the same end and intent with power to them also to invest from time to time the Trust Estate or any part thereof in the purchase of any immovable property or properties and to dispose off the same as and when the Trustee shall think fit and be lawful.

(19) The Trust hereby created shall be irrevocable.

(20) It is expressly declared that no the Trust property or its income or TRUST FUND shall be applied for any purpose outside India or for any purpose which is not a public charitable purpose in law and all provisions hereof shall be construed accordingly.

IN WITNESS WHEREOF THE SETTLOR has executed these presents on the day, month and year, first above written.

SIGNED AND SEALED by the SETTLOR Sh. C.L. Dhillon in the presence of

Witness

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*[Handwritten signatures and names are present at the bottom of the page, including 'Ramesh' and 'Rajendra'.]*

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डॉ. रविशंकर  
गोपीबंद

