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Reg. No. APNPS1934N

TRUST DEED

THIS INDENTURE OF TRUST executed on this 13rd day of May, 2009

BY **Janardan Prasad Singh S/o Ramwat Singh**, aged 67, residing at 18-B, Citizen Enclave, Sec-14 Ext, Rohini, Delhi-110085. (hereinafter referred to as the **SETTLOR** which term wherever the context so requires or admits shall mean and include his legal heirs, successors, executors, administrators and assigns of **ONE PART**

IN FAVOR OF

1. **Sanjeeva Kumar Sinha** son of Satyanarayan Sinha , aged 48, residing at 17-D, Citizen Enclave, Sec-14 Ext, Rohini, Delhi.110088.
2. **Akhilesh Kumar** son of Janardan Prasad Singh, aged , residing at Shri Krishna Nagar, Begusrai, Bihar, 851101.



Janardan Prasad Singh

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3. **Kaushal Kishore** son of Kapildeo Prasad Singh, aged 46, residing at Aadiyapur Industrial Area, Phase No-6, Plot No C-26, Jamshedpur, Jharkhand, 831013.

4. **Rajeeva Kumar Sinha** son of Satyanarayan Sinha, aged 45, residing at 417, Sanhauli, Khagaria, Bihar. 851205

5. **Awadh Kishore** son of Kapildeo Prasad Singh, aged 43, residing at Sri Krishna Nagar, Begusrai, Bihar. 851101

6. **Bajrang Bihari Singh** son of Awadh Bihari Singh, aged 59, residing at 5/452, Vaishali, Ghaziabad. UP. 201012

(hereinafter referred to as '**THE TRUSTEES**' which expression wherever the context so requires or admits shall mean and include their legal heirs, successors, executors, administrators and assigns of the **SECOND PART**).

WHEREAS THE SETTLOR above named has been desirous of creating and establishing an educational and a charitable Trust.

AND WHEREAS THE SETTLOR above named has settled a sum of Rs.500/- (Rupees Five Hundred only) as a fund,

AND WHEREAS THE SETTLOR above named has settled the assets and properties mentioned in the Schedule hereunder, in favour of the **TRUSTEES** upon Trust with a view to give effect to his desire of creating and establishing a Trust for the purpose of operating institutions leading to establishment of an outstanding university for promotion of excellence in education for imparting the best of skills and traits at all levels, i.e., nursery, pre-primary, primary, secondary, senior secondary as well as in all possible fields, i.e., vocational, technical, management, hospitality, security and higher levels leading to research and applications for boosting the knowledge economy for the benefit the public in



5/12/2016

Deed Related Detail

Deed Name	TRUST	TRUST (MOVABLE)
Land Detail		
Tehsil/Sub Tehsil	Sub Registrar VI	Area of Building 0 वर्ग फुट
Village/City	Rohini Sector-14	Building Type
Place (Segment)	Rohini Sector-14	
Property Type	Others	
Area of Property	0.00	0.00
Money Related Detail		
Consideration Value	500.00 Rupees	Stamp Duty Paid 100.00 Rupees
Value of Registration Fee	3.00 Rupees	Pasting Fee 1.00 Rupees

This document of TRUST TRUST (MOVABLE)
represented by: Sh/Smt. Janardan Prasad Singh S/o, W/o Ramwat Singh R/o 18 B Citizen Enc. Sec-14 Ext. Rohini Delh
in the office of the Sub Registrar, Delhi this 13/05/2009 day Wednesday
between the hours of:

Signature of Presenter

Executed and presented by Shri /Ms. Janardan Prasad Singh

and Shri / Ms. Brajesh Kumar Foundation

Who is/are identified by Shri/Smt/Km. Rajeev Kumar S/o W/o D/o IP Singh R/o 133 Milliumim Appts. Sec-18 Rohini-Delhi

and Shri/Smt./Km Mukesh Kumar S/o W/o D/o Fateh singh R/o 465 VPO Bawan 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.

Certified that the left (or Right, as the case may be) hand thumb impression of the executant has been affixed in my presence

Date 20/05/2009

Registrar/Sub Registrar
Sub Registrar VI
Delhi/New Delhi

Registrar/Sub Registrar
Sub Registrar VI
Delhi/New Delhi



consistent with the objects set out in this trust deed and for fulfillment of which, the terms and conditions are more particularly set out hereunder.

AND WHEREAS THE TRUSTEES named are willing to accept the office of the Trustees for the purpose of carrying out the wishes of the **SETTLOR** of the Trust under the provisions and directions set forth herein, so as to enable to pursue its vowed objects.

THIS INDENTURE WITNESSETH AS FOLLOWS

- 1) The **SETTLOR** above named hereby establishes a Public Charitable Trust by the name of **Brajesh Kumar Foundation** for the purpose and upon the conditions set forth hereunder.
- 2) The **TRUSTEES** named above shall be the first trustees and have given their consent to be appointed as the trustees and as token thereof, they have set their hands to this instrument.
- 3) The **SETTLOR** hereby conveys, transfers and assigns to the **TRUSTEES** the above referred sum of Rs. 500/- (Rupees Five Hundred only) as corpus to the **TRUST**, the receipt of which, the **TRUSTEES** do hereby admit and acknowledge.
- 4) The **SETTLOR** of the Trust hereby conveys, transfers, assigns to the **TRUSTEES** the assets and properties mentioned in the Schedule hereunder, the possession of which the Trustees hereby admit and acknowledge, to have and to hold the same in trust as corpus of the Trust, to be used by the Trustees to carry out and fulfill the objects of the Trust set forth herein.
- 5) The **office of the Trust** for the time being shall be at 18-B, Citizen Enclave, Sec-14 Ext, Rohini, Delhi-110085 with the power given to the

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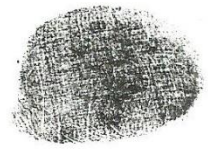
Trustees in consultation with the settlor to shift the same to any other place as they may mutually agree upon.

6) The **TRUSTEES** do hereby agree that they shall hold and stand possessed of the said trust assets, properties and funds (which expression shall include all investments in cash or kind or in any nature whatsoever into and for which, the said property or a part or parts thereof may from time to time be converted, varied or exchanged) and/ or such investments as may be held by the **TRUSTEES** from time to time in relation to these presents together with all income, profits, additions and accretions thereof, upon trust for the object set out herein with and subject to the provisions and conditions hereinafter contained in these presents.

I. OBJECTS:

The objects of the Trust are:

1. Construction and managing of schools, colleges, education institutions, vocational/professional institutes, dispensaries, Centres for poor feeding and homes for the aged for the benefit of the public either of their own or of others with similar objects.
2. Providing for grants, scholarships, fellowships and other forms of financial assistance to the needy and deserving students for pursuing education, vocational training, skill development etc.
3. Granting of financial assistance to any educational institution for granting scholarships, prizes, medals, awards for excellence in studies, sports and scientific research, distribution of books and note books for poor and deserving students.
4. Establishment, conduct, maintenance of clinical laboratories, hospitals, nursing homes, dispensaries and institutions of similar nature and providing



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financial assistance to the deserving persons for medical treatment, in any medical institution.

5. Providing financial assistance for performing annadhanam and feeding the poor directly and through other institutions.
6. Establishment, conduct, maintenance of old age homes, homes for physically challenged men, women and children and persons with similar disabilities and also for granting financial assistance to institutions performing similar activities.
7. Grant of donation to any Temple, Mosque, Church, Gurudwara and other places of worship and / or religious institutions.
8. Providing for or contributing to education and scientific research and development.
9. Providing relief to the poor and advancing any other object of general public utility.
10. The Trust will not carry out any activities with the intention of earning profit and will perform with service motive only.

II. BENEFICIARIES OF THE TRUST:

The Trust is established for the benefit of citizens of India and the class of people mentioned above without discrimination of caste, religion, creed or sex.

III. PROPERTIES:

The Trust properties shall consist of :

1. The amount Transferred by the **SETTLOR** as mentioned above, towards the Corpus fund of the Trust.



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- 2. The immovable properties and other assets transferred by **SETTLOR** as mentioned above.
- 3. Any cash, kind, properties, movable and immovable that may be acquired by purchase/gift/donation or otherwise or all manner of rights, title or interest in or over any property movable or immovable
- 4. All additions and accretions to the Trust properties and the income there from
- 5. All donations, gifts, legacies or grants, in cash or kind accepted by the **Trustees** upon Trust.

The properties of the Trust shall be utilized for the objects set forth herein above and subject to the provisions and conditions herein mentioned.

IV. NUMBER OF TRUSTEES, THEIR TERM AND POWER TO CO-OPT:

The Trust will be managed by a **Board of Trustees** consisting of not less than 3 trustees and not more than 11 trustees at any point of time. The parties of the Second Part will be First Trustees and they shall automatically form the Board of Trustees

The **SETTLOR** shall be the first **Managing Trustee** shall be the **SETTLOR** and he will hold office for his life time. After the demise or relinquishment of office of the Managing Trustee or in the event of the first Managing Trustee failing to nominate his successor in office, the remaining trustees shall elect one of the other Trustees as Managing Trustee.

The term of office of First Trustees shall be for their respective lives. The Board of Trustees shall have the power to increase the total number of Trustees and fix their term as per provisions contained herein.

Any Trustee, including the Managing Trustee may retire from the Trusteeship hereof by giving two calendar months notice in writing of his or her intention to do so, to the Board of Trustees and after the expiry of the period of notice, the Trustee giving the notice shall ipso facto cease to be a Trustee of these presents.

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Any vacancy caused by death of any one of the First Trustees, or any vacancy caused by the resignation of any of the Trustees, may be filled up by co-option by the Board of Trustees.

The Trustees who are not First Managing Trustee or First Trustees shall hold office for a period of two years from their date of appointment by the Trustees. At the end of this two years period, the Board of Trustees may reappoint them for subsequent term or appoint other persons as Trustees in such a manner that the total number of Trustees does not exceed the approved maximum number of Trustees.

The Managing Trustee shall have the power to remove a Trustee after being satisfied himself on enquiry and that such trustee is suffering from physical or mental disability or if he is accused of misfeasance of trust funds or property or misconduct or if charge is framed against him by a court of law in any case involving moral turpitude after satisfying himself on enquiry and such action of the Managing Trustee shall be final.

The proceedings of the Board of Trustees shall not in any way be invalidated due to any post or posts remaining vacant. During the time when a vacancy is yet to be filled up, the remaining Trustees shall act as "**Full Board**", subject to the presence of Quorum in the meetings. Any vacancy in the Board of Trustees or illegality in the appointment of Trustees or their proceedings shall not invalidate any prior act or decision of the Board.

V. TRUST ADMINISTRATION AND POWER TO THE BOARD:

A. The Board of Trustees shall have power to:

1. To administer the Trust, its properties and affairs and do all the things which will fulfill the performance of the objects for which the Trust is established and for this purpose the Board can apply the whole or any part of the Trust property towards the payment of the expenses of the Trust.



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2. The income and the properties of the Trust will be solely utilized towards the objects of the Trust and no portion of it will be utilized for making favours to the Settler, or Trustees or their relatives.
3. To open one or more bank accounts and operate the same or provide for operation of the said accounts by any two among them authorized on their behalf.
4. To invest the Trust funds in the manner not prohibited by any provisions of the law of the land.
5. To buy, sell, mortgage, grant, lease, hire or otherwise alienate all or any of the properties of the Trust in its discretion for adequate consideration, so however any sale or alienation of immovable properties of the trust can be done only after obtaining the prior approval of the appropriate authority.
6. To execute power of attorney or powers of attorney to any person for the purpose of executing, administering or managing the whole or any part of the Trust for the purpose of all or some among the objects of the Trust.
7. To borrow money with or without security and to repay the same.
8. To receive, collect and enforce recovery of all monies due or payable to the Trust and grant receipts and discharges therefore.
9. To settle, compromise or compound any disputes or refer the same to arbitration or litigation.
10. To receive voluntary contributions from any person or persons from India or outside, after complying with the statutory formalities, by way of donation, gifts or in any other manner and to hold the same upon Trust for the objects set forth herein.
11. To appoint, outsource, suspend, dismiss or otherwise deal with the staff required for the administration of the Trust, to frame rules relating to their salaries and other benefits and generally to exercise all powers ancillary and incidental to effectively carry out the objects of the Trust.
12. The Board shall have power to make and rescind rules and regulations for the management and administration of the Trust.
13. No Trustee shall commit any act or breach of Trust of the Trust fund or property or cause any loss to the Trust property or commit fraud in the administration of the Trust fund / property.

DR. J. S. SINGH

- 14. The Trustees shall hold honorary office and shall not be entitled to any Salary, allowances or perquisites, except for the reimbursement of actual expenses incurred in connection with attending to the Trust matters.
- 15. The Board of Trustees will follow the instructions given by any donor who makes substantial contribution towards furtherance of the objects of the Trust; so long as such instructions are not detrimental to the attainment of the objects of the Trust and are in conformity with the provisions of the law of land.
- 16. For the management and administration of the Trust, the Trustees shall elect one amongst themselves or from outside for each of the offices of **Vice President, Secretary and Treasurer**. The term of office for Vice President, Secretary and Treasurer shall be for a period of one year from their date of appointment and they may be reelected for further terms. No Trustee including the Managing Trustee shall hold more than one of the above offices at the same time. The persons holding these offices of Vice President, Secretary and Treasurer shall be under the administrative guidance and supervision of the Managing Trustee and will report to him directly.

B. ROLES AND RESPONSIBILITIES AND POWERS

The Roles, Responsibilities and powers of all these officers is defined below. In addition to these, the Managing Trustee may grant additional roles, responsibilities and powers to any of the Trustees.

a) MANAGING TRUSTEE:

In addition to discharging normal duties of a trustee, the Managing Trustee shall preside over meeting of the Board of Trustees. The Managing Trustee is authorized to sign all documents, including bank documents, acknowledgements for the contributions received, and agreements with individuals, Government Institutions and other organizations, on behalf of the Board of Trustees. The Managing Trustee shall have all the other residual powers, not explicitly assigned to any of the other officers in these presents.

The Managing Trustee is authorized to sign along with the Treasurer bank cheques, deposit release vouchers etc. The Managing Trustee is empowered to



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remove any Trustee from the Trust and its offices, if he/she finds that his/her activities are not congenial to the activities of the Trust.

The Managing Trustee is empowered to remove any Trustee from the Trust and its offices, if he/she finds that his/her activities are detrimental to the objects and activities of the Trust.

The Managing Trustee is responsible for ensuring that the Trust pursues its Objects and for maintaining the dignity of the Trust organization and shall use his/her influence to promote the activities of the Trust.

Notwithstanding anything provided herein elsewhere, the positive and written concurrence and prior approval of the Settlor shall be mandatory for taking any of the following activities of the trust:

- (a) Any sell, mortgage, grant, lease, hire or otherwise alienate all or any of the properties of the Trust .
- (b) Appointment and/or removal of the of any key personel such as treasurer, auditors, accountants etc.
- (c) Any decision for stating or closing any new of existing unit, actitivity or branch or office of the trust.
- (d) Opening or closing or operation of any of the of the banks accounts of the trust.
- (e) Any decision involving expenses or investment of more than Rupees Five Lakh (Rs. 500000/-) in a particular financial year.
- (f) Any compromise or compounding of any matter having bearing on the proerties or assets of the trust.
- (g) Creation of any charge, lein or security on the assets of the trust.
- (h) Approval or adoption of the annual budget of the trust.
- (i) Any amendment to the Trust Deed.

Any of the powers of mentioned in clause 5 shall be exercisable by the Settlor and the same shall not be delegated to any other office bearer of the trust.

Anything done in contravention of or inconsistent to the provisions of clause 5 shall be void ab initio and trust shall not be bound by or liable for anything or any liability arising out of such act or omssission.


Sri G. V. Narayana Murthy

b) VICE PRESIDENT:

The Vice President shall discharge the duties of the Managing Trustee, in the absence of the Managing Trustee of the Trust and shall have the power and authority delegated and assigned to him/her by the Managing Trustee. However none of the powers of the functions mentioned in clause 5 shall be exercised by the vice – president unless he has been specifically authorized by th SETTLOR in writing.

c) SECRETARY:


The Secretary shall maintain the records of the organization prepare and circulate agenda and minutes of Board of Trustee meeting for the approval of the Managing Trustee.

The Secretary shall be also responsible for the day to day administration activities of the Trust. The Secretary shall deal with correspondence received by the Trust, send replies in consultation with the Managing Trustee, Vice President and/or the Treasurer where necessary. He/she is responsible for the safe custody of all the properties and records of the Trust. The Secretary shall represent the Trust in all legal matters, sign the papers related to legal cases, attend to courts or represent the Trust in Government offices.

d) TREASURER:

The Treasurer will prepare Annual Budget, monthly and yearly expenditure statements get the expenditure audited by auditor duly appointed by the Board of Trustees and place them before the Board of Trustees for approval. The Treasurer is responsible to maintain cash book and prepare vouchers for the payments made, receive contributions, sign acknowledgements for the amounts or articles received by the Trust and prepare monthly and yearly statements of revenue and expenditure, as well as, the register of assets of the Trust and place them before the Board of Trustees for their approval.

The Treasurer is authorized to sign bank cheques, application for drafts and payment instructions jointly with the Managing Trustee and draw money from

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the bank, upto the limits defined by the Board of Trustees in their meetings. The Treasurer is responsible for safe custody of cash, bonds, securities etc. of the Trust.

e) Others :

The Managing Trustee in consultation with the Board of Trustee can appoint/nominate Advisors, professionals and outsource some of the functions/activities of routine nature or otherwise for the appropriate period on consideration or otherwise in consistent with the objects of the Trust.

VI. MEETING OF THE BOARD OF TRUSTEES:

The Board of Trustees should meet atleast once in every calendar quarter and may meet more often when required. .

- 1) The meeting of Board of Trustees shall be convened by the Managing Trustee and he shall preside over the meetings. In his absence, the Managing Trustee may authorize any Trustee to be the Chairman of such meetings.
- 2) One half of the Board of Trustees or a minimum of two trustees, whichever is higher, shall constitute the QUORUM for the Board of Trustee meetings.
- 3) All decisions shall be carried out by the majority decision of the Board but in the event of equality of votes, the Chairman presiding over the meeting shall have a casting vote.
- 4) Any resolution in writing signed by all the Trustees by circulation shall have equal force as though it has been passed at a meeting of the Board of Trustees.
- 5) The meeting of the Board shall be convened after giving at least a week's notice unless all the Trustees agree to accept a shorter notice.
- 6) The Board of Trustees may invite other persons interested in the objects and functioning of the Trust to attend the meetings of the Board, but they shall not be entitled vote in the meetings of the Board.

VII. BANK ACCOUNT:

The Managing Trustee and the Treasurer shall jointly operate Bank Accounts on behalf of the Trust. However any one may be authorized by the Board of Trustees, by a resolution, to operate the bank accounts. One or more Bank Accounts may be opened in any Bank and or Banks in the name of the Trust.

 *Dr. J. S. Kumar*

VIII. INVESTMENT OF TRUST FUNDS:

- 1) The Board of Trustees shall have the power to invest the funds, assets and properties of the Trust at their discretion in accordance with the provisions of the law of the land. However the Board of Trustee may seek professional advise in doing so.
- 2) The Board shall also determine from time to time, the amount it shall spend on the various activities of the Trust.

IX. ACCOUNTS AND AUDIT:

- 1) The financial year of the Trust shall be from 1st April to 31st March of the following year, unless otherwise decided by the Board of Trustees.
- 2) The Board of Trustees shall maintain true and correct accounts of the Trust.
- 3) The accounts of the Trust shall be annually audited by a Chartered Accountant appointed by the Board of Trustees and the audited statement of account shall be placed before the Board for its approval within three months of the close of the financial year.

X. AMENDMENTS:

- 1) While this Trust shall be irrevocable, the Board of Trustees may amend any of the clauses except those relating to objects of the Trust, the First Managing Trustee and First Trustees, at a duly convened meeting of the Board with at least 2 weeks' notice, and by a resolution passed by atleast three-fourths majority of the Board of Trustees present and voting. The amendments to the Trust deed, can only be passed by a resolution of the Board of Trustees in an actual meeting and not by circulation.
- 2) If any alteration or amendment is necessary, the same shall be affected through supplementary deed/deeds with the previous approval of the appropriate authority and these shall be read together with the main Trust deed.

XI. INDEMNITY:

The Board of Trustees shall be indemnified for any act done by them in good faith in the course of the administration of the Trust.

 5/1/2014

XII. SETTLOR AND THEIR RELATIVES:

Notwithstanding the powers vested with the Trustees under the proceeding clause, no part of the income of the Trust shall benefit directly or indirectly the trustees and no part of the income of the property of the Trust shall be used or applied directly or indirectly for the benefit of:

- (a) **SETTLOR, Managing Trustee, Trustees** or any person who makes a substantial contribution to the Trust or of any relative of the **SETTLOR, Managing Trustee, Trustees** or the person who makes a substantial contribution.
- (b) Any **“related concern”** in which any of the above persons has substantial interest.
- (c) For the purpose of this clause, the word **“relative”** and the phrases **“related concern”, “substantial interest”** and **“substantial contribution”** shall have the meanings assigned to them in the Income Tax Act, 1961.

XIII. APPLICABILITY OF TRUST ACT:

The provisions of the Indian Trust Act 1882 shall apply to all matters not specifically mentioned in these presents.

XIV. APPLICATION OF INCOME TAX ACT:

All clauses herein are intended to secure exemption from Income Tax on the income of contributions and donations to the Trust and any clause or portion of this Deed of Trust which is inconsistent with or repugnant to the sections of the Income Tax Act, 1961 as amended, substituted or modified from time to time, shall be deemed to be deleted or modified with effect from the date on which the sections to which the clause or part of a clause is repugnant or inconsistent comes into force.

XV. THIS TRUST IS DECLARED IRREVOCABLE:

XVI. DISSOLUTION:

In the event of dissolution of the Trust, the entire Trust funds shall be realized

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and first be used for payment of liabilities of the Trust. The assets left if any, shall be disbursed to other Trusts or Associations having similar objectives after obtaining previous approval as per law of land.

SCHEDULE

At present, the Trust has no property or assets, either movable or immovable, other than the Trust Fund and the immovable properties, donated by the SETTLOR, as described in the Schedule below:

1. Cash Contribution to the Corpus Fund of the Trust of Rupees 500/- (Rupees five hundred only)

IN WITNESS WHEREOF THE SETTLOR AND THE FIRST TRUSTEES here to have set their hands on the day, month and year first above written.

SIGNATURE OF SETTLOR

Signature Jan Prasad Singh

Name: Janardan Prasad Singh

Address: 18-B, Citizen Enclave,
Sector-14 Ext., Rohini, Delhi-110085

Witnesses:-

Signature [Signature]

Name and Address
[Signature]
133, Millennium Park, Sector 14
Rohini, Delhi-85 PAN-ALNPS 3182K

Signature Mukesh

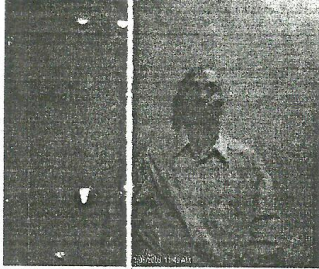
Name and address Mukesh

S/o Sh. Fateh Singh

Attn: H.M. 405 V & No Barwala Delhi-3

DL No C08111999 15 2900 ✓

Reg. No. 1787 Reg. Year 2009-2010 Book No. 4



Ist Party न्यासकर्ता

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Witness गवाह

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Party न्यासकर्ता :- Janardan Prasad Singh

IInd Party न्यासी :- Brajesh Kumar Foundation

Witness गवाह Rajeev Kumar, Mukesh Kumar

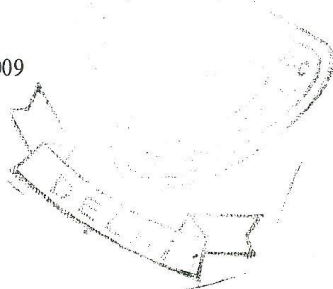
Certificate (Section 60)

Registration No. 1,787 in additional Book No. 4 Vol No 1,287

1 page 152 to 167 on this date 20/05/2009 day Wednesday

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

20/05/2009



Registrar
Sub Registrar VI
New Delhi/Delhi