

IV 05/10

7511

भारतीय गैर न्यायिक
भारत INDIA

रु. 500

FIVE HUNDRED
RUPEES



पाँच सौ रुपये

Rs. 500

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

H 848765

TRUST DEED

THIS DECLARATION OF TRUST made at Kasganj on the 16/03/2010 by Sudhir Kumar Agrawal, Soot Ki Mandi Gali Pachauriya Kasganj hereinafter referred to as the Founder is as follows:-

WHEREAS the creation of a Charitable Trust for the real benefit of the public has been the dream of the Founder.

AND WHEREAS the Founder has accordingly created a Charitable Trust having appointed himself as the Founder Trustee and has dedicated and endowed upon the Trust a sum of Rs.5,000/- (Rupees Five Thousand only)

AND WHEREAS the following trustees at the request of the Founder have agreed to act as Trustee for these presents upon the terms and provision hereinafter mentioned:

- 1) Vikas Agrawal S/o Shri Sudhir Kumar Agrawal, Soot Ki Mandi Gali Pachauriya, Kasganj
- 2) Monika Garg D/o Shri Anil Kumar Agrawal, Mohalla Jai Jai Ram Gali Ganga Mandir Kasganj

Sudhir Kumar Agrawal

विकास अग्रवाल

मोनिका गर्ग

Director

Principal

Sudhir Kumar Agrawal
Shemford Futuristic School
Branch-Kasganj

Shemford Futuristic School
Branch-Kasganj

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 13-3-10 5000/- का प्रमाण पत्र जारी किया जा रहा है।
 का प्रमाण पत्र जारी किया जा रहा है।

निदेशिका

Dr. Vinay Agrawal



श्रीमान अजय
 अध्यक्ष



श्रीमान अजय
 अध्यक्ष



श्रीमान अजय
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 अध्यक्ष

Director
 Vinay Agrawal
 Shemford Futuristic School
 Branch-Kasganj

श्रीमान अजय
 अध्यक्ष

Principal

Shemford Futuristic School
 Branch-Kasganj

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



ONE
HUNDRED RUPEES

भारत INDIA

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AE 859425

NOW THIS DEED WITNESSETH AS UNDER:-

- 1) That the said Founder having granted, set apart and dedicated a sum of Rs.5,000/- upon Trust hereby declare that the aforesaid sum shall no longer be the personal or private property of the Founder or any other person but shall be held absolutely on Trust in the manner hereinafter contained so that the Founder as Trustee and/or the Trustees for the time being of the Trust shall hold the same upon Trust for the purpose and subject to the Rules and Conditions hereinafter contained.
- 2) That name of the Trust shall be **BRAJ NANDAN HERITABLE TRUST**
The Head Office of the Trust shall be situated at SUDHIR KUMAR AGRAWAL SOOT KI MANDI GALI PACHAURIYAN, KASGANJ DIST. KANSHIRAM NAGAR (UTTAR PRADESH) and can be transferred to any other place in the Indian Union as may be determined by the majority of the trustee.
- 3) The objects of the Trust set out herein are for the benefit of the public and shall be as follows:-
 - (i) To found, establish, maintain support or subsidise, schools, colleges, old age peoples hostels, universities, bal-mandirs, balwadi, study centres, coaching centres, working people's hostels, and other institutions for general education of boys and girls.
 - (ii) To give stipends, scholarships, prizes and monetary aids to needy students and scholars
 - (iii) To open, manage, found, establish, assist or make donations or to maintain schools, colleges or boarding houses or any other educational Institutions for

व्यक्ति के द्वारा

Director

Sudhir Agrawal
Shemford Futuristic School
Kasganj

मेनिमल चर्चा

Principal

Shemford Futuristic School
Branch-Kasganj

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



ONE
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

AE 859426

Imparting Technical Industrial or Commercial knowledge or training or having objects similar to those of this Trust.

- (iv) To set up instructional or training centres, for imparting instruction and training in banking, engineering, commerce, social services, village reconstruction work, small scale industries, rural upliftment and such other subjects as may be determined from time to time.
- (v) To open, fund, maintain or contribute to the opening and maintaining of such institutions where work on living wages can be provided to poor and middle class people and as may be conducive to the development of such industries in any part of the Indian Union for the benefit of the poor.
- (vi) To establish, promote directly or indirectly research or research institutions in various fields such as education, engineering, medical, agriculture, trade, commerce, social activities etc.
- (vii) To establish dharanshalas, institutions where seminars/meetings /merriages /programmes etc can be conducted, subsidised hospitals, libraries and public utility facilities which emerge from time to time
- (viii) To help the poor who have been affected due to natural calamity/social disturbances/war etc and help the girls/families who are oppressed by the society to obtain jobs/self employment ventures.

[Signature]
Director

V. K. Agarwal
Shemford Futuristic School
Branch-Kasganj

विकास अग्रवाल
[Signature]

[Signature]
Principal

Shemford Futuristic School
Branch-Kasganj

भारतीय गैर न्यायिक

पचास
रुपये

रु.50



FIFTY
RUPEES

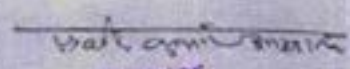
Rs.50

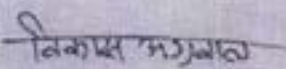
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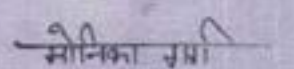
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- 4) Provided always and it is hereby declared that if any one or more of the objects specified above are held not be objects of the public charitable nature, the Founder/ Trustee shall not carry out such object or objects as if the same are not incorporated in these presents, but the validity of the Trust created by these presents, but as a Trust for Public and Charitable purposes shall not be affected in any manner.
- 5) The objects of the Trust shall be carried on in the Union of India and the funds and the income thereof shall be spent and utilised for the purpose of the Trust in the Union of India.
- 6) The Trustees may appoint, constitute one or more committee constituted of one or more persons for carrying one or more objects of the Trust. The Trustees may jointly dismiss any committee or reconstitute the same as they may think proper in their discretion for the benefit of the Trust.
- 7) The Trustees for the time being shall hold and stand possessed of the said sum and the investments for the time being representing the same or all other sums and properties for the time being forming part of the Trust estate, upon the Trust for the object and subject to the terms and conditions contained in these presents.
- 8) The Trustees shall be entitled to make any grants or donations for the furtherance of any of the objects of this Trust.
- 9) The Trustees may accept any donation or contribution in cash or kind or otherwise from the Founder or any other member of his family or any other person or persons in public, NRI's, firm, company, societies, bodies, corporation, charitable trust or institutions or associations for and on behalf of the Trust, or from the Government, or Semi-Government bodies and for the furtherance of the objects of the Trust or for any one or more of them upon such terms and conditions, as they may in their absolute discretion think fit and which are not


Director
V. B. Agrawal
Shemford Futuristic School
Branch-Kasganj


Vikas A.


Meenika Rani
Principal

Shemford Futuristic School
Branch-Kasganj

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inconsistent with the objects, of the Trust, the Founder or the Trustees as the case may be also take over the management of any charitable or Public Institution on such terms as they may think fit and may manage the same.

- 10) That Trustees shall be at liberty to sell such portion or portions of the movable and immovable properties forming part of the Trust Fund, either by public auction or by private contract at such price or prices and or such terms and conditions relation to title or otherwise in all respects, as they may in their absolute discretion think fit and to buy, rescind or vary any contract for the sale thereof and to resell the same without being answerable for any loss occasioned thereby and for that purpose to execute all necessary conveyance, transfers or other assurances and to pass valid and effectual, receipts and discharges for all monies received by them and authorise any one or more Trustees to sign and execute any sale deed or other assurances on behalf of the Trust and to get the sale registered according to law.
- 11) The Trustees may raise or borrow money required for the purposes of a Trust by means of mortgage, hypothecation, pledge or pawn of the Trust properties or any part thereof with or without any security and at such term of absolute discretion think fit.
- 12) The Trustees shall cause true and accurate accounts to be kept of all monies received and spent and of all matters in respect thereof and in the course of the management of Trust properties of in relation to the carrying out of the objects and purpose of the Trust as well as of all the assets, credits and effects of the properties.
- 13) The Trustees shall from time to time after meeting the expenses of any incidental nature to the management of the Trust properties and of the Trust, decide the particular object or objects for which the Income of the corpus of the Trust properties, for the time being available shall be applied.
- 14) The Trustees may invest the Trust's funds in such a manner as they may from time to time think proper to carry out the objects of the Trust. The Trustees may utilise the Trust's funds for carrying on any activity which are not repugnant to the provisions of Section 2(15) of the Income Tax Act, 1961, including farming in the course of carrying out the objects of the Trust and for purchase of land and or building or other properties and construction of building(s) or houses or for any other purpose to further the objects of the Trust. However, the utilisation of funds for investment shall be in accordance with the provisions of Section 13(i)(d) of Income Tax Act, 1961, as mentioned from time to time.
- 15) The Trustees may from time to time and whenever necessary frame schemes and Rules and Regulations, to carry out the objects of the Trust and otherwise for giving effect to the objects and purpose of the Trust and also to vary, alter and amend the same from time to time, as may in their absolute discretion deem fit and proper. But it shall not be amended or modified so as to be repugnant to the provisions of Section 2(15)/80G of the Income Tax Act, 1961.
- 16) The Trustees shall be respectively chargeable only for such monies, stocks, shares, funds and securities as they shall actually receive, not with standing their respectively signing a receipt jointly with others, for the sake of conformity and shall be answerable in accountable for their own acts, receipt, neglects and defaults respectively and shall not be answerable one for the other and other for them, not for any banker, broke or other person with whom or into whose hands any Trust money or securities may come or be deposited or given, not

Director
V. K. Agrawal
Shemford Futuristic School
Kasganj

Principal
S. K. Singh

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for the insufficient or deficiency of any stocks, shares, funds or other securities not for any other loss, unless the same shall happen through their wilful default or neglects. The Trustees may reimburse themselves and pay and discharge out of the Trust funds all expenses incurred in or about the execution of the Trust of any of their duties under those presents including reasonable travelling expenses etc.

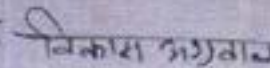
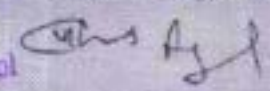
- 18(a) The Trustees have the power to institute, conduct, defend, compound or abandon any legal proceedings by or against the Trust or its officers of otherwise concerning the affairs of the Trust and also to compound and allow time for payment or satisfaction of any debts due and of any claims of demand by or against the Trust and to refer any claims or demands by or against the Trust to arbitration and to observe all perform the awards, to engage counsel, advocates, lawyers, to appoint attorney to execute in their favour the necessary vakalat namas or Power of Attorney, to empower or appoint or dismiss managers, secretaries, servants and necessary staff to open and maintain any bank account or accounts or authorise any one of them, from time to time, to operate on the same to grant receipts, releases or other discharge for money due or payable to the Trust; to enter into partnership deed or any other agreement.
- 18(b) The trustees may delegate any specific power to carry out the decisions taken at Trustees meeting to one or more Trustees by a resolution to effect, to act jointly or severally.
19. The number of Trustees shall not be less than two and not more than eleven.
20. The Trustees will be nominated by the Founder in his life time and after his, the Trustees in their meeting by three fourth of majority, shall fill up the vacancy, but in any case two of the Trustees shall always, be from the family of the founder.
21. The Trustees may appoint or nominate one of them as the Managing Trustees for such time, as may be determined by the Trustees and such managing trustee shall continue to act as such until another Managing Trustees is appointed in his place.
22. Any Trustee may retire at any time without assigning any reasons and without being responsible for any costs occasioned by such retirement.
23. The surviving or continuing trustees may act notwithstanding any vacancy in their body provided. However, that if the number of Trustees shall fall below two the minimum fixed by these presents, the Trustees shall not except for the purpose of filling any vacancy, act so long as the number is below the said minimum.
24. Two Trustees at a meeting shall form the quorum for any meeting of the Trustees.
25. In any meeting, the Chairman is not present within fifteen minutes of the time appointed for the meeting, the Trustees present shall choose one of themselves to be Chairman of such meeting.
26. All questions arising at the meeting of the Trustees shall be decided by a majority of votes and in case of equality of votes, the Chairman shall have a second or casting vote.

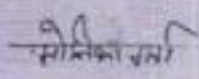
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Director
Shemford Futuristic School
Branch-Kasganj

Principal
Shemford Futuristic School
Branch-Kasganj

PROVIDED HOWEVER that notwithstanding anything herein stated, no question dealing with disposal, transfer or mortgage of the corpus of any the Trust properties will be decided and disposed of except with the consent of atleast three fourth majority of all the Trustees for the time being.

- 27. A resolution, in writing, circulated amongst all the Trustees and passed by a majority of the Trustees shall be as valid as if it had been passed at a meeting of the Trustees duly called and convened.
- 28. Notices of the meetings of the Trustees and all communications may be sent to the Trustees at their addresses registered for the time being in the record of the Trust.
- 29. All meeting of the Trustees shall be held at such place, as the Managing Trustees and failing him, the Trustees for the time being, may from time to time decide.
- 30. A Trustees who is unable to be present in a meeting of the Trust may send his views on the Agenda in writing and such expression of opinion, shall be taken to be his vote on the matter concerned.
- 31. The minutes of the proceedings of every meeting of the Trustees shall be entered in a book to be kept for that purpose and signed by the Chairman of such meeting of the following meeting, when they are read over and shall when so entered and signed be conclusive evidence of the business and other matter transacted at such meetings.
- 32. No person being (i) an undischarged insolvent; or (ii) convicted of an offence involving moral turpitudes; or (iii) of unsound mind; or (iv) a minor shall be eligible to be a trustee.
- 33. A person shall cease to be a Trustee in any of the following events:
 - (i) if he dies or
 - (ii) if he becomes bankrupt or
 - (iii) if he becomes insane or otherwise becomes incapable to act; or
 - (iv) if he resigns his office or
 - (v) if he is requested to resign by two-third of the remaining Trustees.
- 34. For the objects of the Trust or any one or more of them the trustees shall be entitled to spend the income of the Trust and or the Estate and shall not be entitled to spend the corpus of the funds or to except with the consent of atleast three fourth majority of all the members for the time being.
- 35. Any conveyance, Mortgage, Re-conveyance, lease or any other deed, document or assurance, whatsoever, may be signed executed and registered by any one or more of the Trustees, authorised by a Resolution of the Trustees in that behalf and such conveyance mortgage, re-conveyance, lease or other deeds, documents and assurance so signed by any one or more of the Trustees shall be deemed to be signed, executed, and registered by or on behalf of all the Trustees for the time being.


 Director

 Shemford Futuristic School
 Branch-Kasganj


 Principal

Principal

 Shemford Futuristic School
 Branch-Kasganj

36. In the event of Dissolution or winding up of the Trust, the assets remaining as on the date of dissolution shall under no circumstances be distributed among the Trustees / members of the Managing Committee/ Members of the Governing body, but the same shall be transferred to another Charitable Trust, Society, Association or Institution whose objects are similar to those of this TRUST.

Drafted Titled by Vikas Agrawal.

WITNESSES

- 1. पुत्री प्रकृमा सहदेवरी
पुत्री प्रकृमा सहदेवरी
पि. भा. अमरावत काशी
- 2. राजेशकुमार
राजेशकुमार पुत्री प्रकृमा सहदेवरी
पि. भा. अमरावत काशी

FOUNDER

Sudhir Kumar Agrawal. Yo Late Sh. Braj Nandan Agrawal

सुधीर कुमार अग्रवाल

विकास अग्रवाल
पिता अग्रवाल

शोभा अग्रवाल

Director
Vikas Agrawal
Shemford Futuristic School
Branch-Kasganj

15/3/10
205
226
26
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Director
[Signature]
Shemford Futuristic School
Branch-Kasganj



Principal
[Signature]
Shemford Futuristic School
Branch-Kasganj