



TRUST DEED

THIS DECLARATION OF TRUST made at Delhi on this 22nd day of November, 1996, by Dr. (Mrs) Bimla Arora w/o Dr. Des Raj Arora, Resident of BU-52, Vishakha Enclave, Delhi-110034, 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.1,000/- (Rupees One Thousand only).

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

1. Amol Arora son of Dr. Des Raj Arora, Resident of BU-52, Vishakha Enclave, Pitampura, Delhi-110034.

NOW THIS DEED WITNESSETH AS UNDER:-

1. That the said Founder having granted, set apart and dedicated a sum of Rs.1,000/- 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 SAANJ AUR SAVERA EDUCATIONAL AND WELFARE TRUST.
3. The Head Office of the Trust shall be situated at BU-52, Vishakha Enclave, Pitampura, Delhi - 110 034, and can be transferred to any other place in the Indian Union as may be determined by the majority of the trustee.

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6. 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.
7. 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.
8. 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.
9. The Trustees shall be entitled to make any grants or donations for the furtherance of any of the objects of this Trust.
10. 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 inconsistent with the objects of the Trust, the Founder or the Trustees as the case may be may also take over the management of any charitable or public institution or such terms as they may think fit and may manage the same.~~
11. 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 on 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.
12. 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.



Attest to the above

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13. 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.

14. 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.

15. 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 constructing 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(1)(d) of Income Tax Act, 1961, as mentioned from time to time.

16. 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.

17. 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 for the insufficiency 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

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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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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 at least 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 and effectual 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 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.

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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.

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.

WITNESSES

FOUNDER

1.

Dr. DR. Anand Singh
Sh. Ran Lal.
Dr. B. S. R. Singh
Delhi - 110034
PP No. G - 4553/12

2.

NAVEEN CHARMA
Advocate
RU-1, S.R.VI, Preeti Park, Delhi-94
Enrolment No. D/1231/95

1/2/2004

Attested To be a true copy
PUNJAB NATIONAL BANK
Manager
Chandigarh