

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

₹ 1000

ONE THOUSAND RUPEES

RS. 1000

Dic  
14/09/14

E 753111

पंजाब PUNJAB

This Deed of Trust made on 25-09-2014 between:-

1. Kamlesh Chander Garg S/o Sh. Brij Lal Saraf, aged about 67 years resident of Rampura Phul (here - in - after called as the Settler of the Trust) of the 1<sup>st</sup> part. AND
2. Kamlesh Chander Garg s/o Shri Brij Lal Saraf, Aged about 67 years, resident of Rampura Phul;  
Chandan Bala Garg W/o Sh Kamlesh Chander Garg, aged about 61 years, resident of Rampura Phul;  
Amit Garg S/o Sh. Kamlesh Chander Garg, aged about 38 years, resident of Rampura Phul;  
Bindia Garg W/o Sh. Amit Garg, aged about 38 years, resident of Rampura Phul; (here - in - after called the "Trustees") of the second part.

WHEREAS the Settlers of the Trust have been cherishing a desire to create a Charitable & educational trust under the name of SARAF EduBeacon at Rampura Phul for the purposes hereafter mentioned. AND

*Chander Garg*

*Bindia Garg*

WHEREAS on the request of the settler the Trustees have consented to act as the founder Trustees; AND

WHEREAS the Settlers hereby convey, transfer and assign to the Trustees the sum of Rs. 1,00,000/- (Rupees One Lacs only) to the funds of the trust.

Now, therefore, this deed of Trust declares and witnesses as under:-

1. in pursuance of the premises, the authors of the Trust as settler doth hereby convey unto and settle upon the Trustees, all and singular property described in the Schedule hereto to hold the same unto the trustees in fee simple upon the trusts with the power and subject to the provisions here - in - after contained concerning the same.
2. the trustees shall stand possessed of the said property hereby conveyed and settled upon and use and apply the same and the rents and profits thereof and the proceeds of any lease, mortgage, charge or sale hereby authorized thereof upon such CHARITABLE TRUST.
3. The Trustees may at any time invite and receive or without such invitation receive any voluntary contributions from any person or persons whom - so - ever either by way of donation or annual or other subscription or legacy, or otherwise for the support or for the benefit of the Trust hereby constituted and declared.
4. The Trust shall be called SARAF EduBeacon.
5. The objects for which the Charitable Trust is established are as under and will be achieved and implemented by this Trust under the banner SARAF EduBeacon.

5.1 For the establishment of Schools and Colleges which shall be opened to students of all communities within the Union of India and such other places decided by the majority of the Trustees.

*[Signature]*

Chandan Bala

*[Signature]*

Bhola Prasad

5.2 To develop, maintain, carry on and enlarge educational Centers, comprising Residential Schools, Libraries, Day Schools, colleges, Laboratories and Research institutions.

5.3 For running the Educational Institution from Primary to Graduate Courses already established by the and to be established by the Trust.

5.4 For running Law College, B.Ed. College, etc. to be in accordance with the rules as may be from time to time be made by the Trustees for the time being, and also for expanding its activities by establishing other Educational, Technological, Industrial Training and professional Institutions or Organisations.

5.5 To acquire by gift, purchase, exchange, lease or hire or otherwise howsoever, any lands, buildings, easements, rights of common play ground, parks and any property movable and/or immovable and for any estate or interest for the furtherance of all or any of the objects of the Trust.

5.6 To accept and receive in any manner whatsoever, any donation, endowment, subscription, grant, gift of cash or immovable or movable property from individuals, State and Central Government, Municipality, Trust or institution, Joint Stock Companies, firms, Foundations and other bodies, either unconditionally or subject to any special trusts created by any particular donor in furtherance of any one or more of the objects of the Trust. To accept from any donor an endowment of fully paid up shares of limited company or other securities, with no liability attached to it, and to hold such shares or securities in perpetuity, if the donor so directs.

5.7 To take such steps as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the trust.

5.8 To build, construct and maintain houses or other buildings and alter, extend, improve, repair, enlarge or modify the



Chandan Bala



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same, including any existing building and to provide and equip the same with light, water, drainage, furniture, fittings, instruments, apparatus and appliances and all other necessities for the use to which each building is to be put up or held.

5.9 In connection with, or in relation to, all or any of the objects aforesaid and herein mentioned, to make collections and disbursements, and to purchase, take lease of or exchange, or let out on lease, or otherwise acquire, and to deal with any immovable properties of all descriptions and interest therein and to allow any person to erect any descriptions and interest therein and to allow any person to erect any building or structure on the land of the Trust at his own cost for the use and/or benefit of the Trust upon such terms as the Trust may think fit and to deal with all movable properties of the Trust and to invest the moneys of the Trust in securities, fixed deposits in scheduled commercial Banks or in Savings Bank accounts in Post Offices.

5.10 To print, publish and exhibit any books, pamphlets or posters that may be considered desirable for the promotion of the objects of the Trust.

5.11 To sell, manage, transfer, exchange, mortgage, demise, dispose of or otherwise deal with any property whatsoever whether movable or immovable belonging to the Trust.

5.12 To borrow or raise loans, if necessary, by creating charges upon all or part of the property of the Trust or in such manner as the Trust thinks fit.

5.13 To establish branches, centers, incorporate or affiliate or cooperate with any society Association or Institution or Trust in any part of India or the world having objects wholly or partly similar to any of these of the Trust.

5.14 To do all other things necessary and conducive to the attainment of the above objects as decided and directed by the Trustees.

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*Chandran Bala*

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*Bimala Prasad*

- 5.15 All income of the Trust shall be utilised towards the promotion of the aims and objects of the Trust. However, the Trustee or Trustees, for the conduct of these presents, may reimburse himself or themselves, as the case may be and pay and discharge out of the Trust properties all expenses incurred in or about the execution of the Trust or powers of these presents.
6. The Trustees may at any time make such arrangements, draw up such a scheme or schemes and make and frame such bye-laws and rules as they shall in their discretion think fit for the administration of the trust hereby constituted and the arrangement of the property hereby conveyed or any part thereof or any other property for the time being subject to the provisions of this deed or any part thereof any may at any time, amend, alter or repeal any of the said arrangements schemes, bye-laws or rules as they shall think fit.
7. Shri Kamlesh Chander Garg founder and trustee of the trust shall act as Chairman and Shri Amit Garg trustee of the trust shall act as Vice Chairman/secretary of the trust and both these persons shall hold this office for life. However, If any out of these trustees becomes insolvent or unsound mind or convicted, he shall have to vacate the office of the trust, or in case of vacancy by death or otherwise, the other trustees would be competent to elect any other trustees as chairman or Vice Chairman/secretary in his place of the trust.
8. Every power authority or discretion here – in – before or hereafter conferred upon the trustees shall be exercised or signified either by some instrument in writing to be signed by all the trustees or by the resolution of a majority of the trustees who shall be present and vote at meeting of the trustees provided that notice of intention to hold such meeting (and of the business to be transacted there at) shall have been given to all the trustees and provided that not less than two of the trustees shall attend and vote upon the question to be decided by the resolution. The chairman of the meeting shall have a second or casting vote in case of an equality of votes for and against any resolution.

Chander Bala

Amit Garg

9. It will be open by the trustees to co-opt other trustees by consensus, so, however, the total number of the trustees at no time shall exceed seven. Further whenever two will be vacancy of the trustees by means of death or resignation of any trustees or by any other reason the settler so long is alive may appoint another trustee and after her/his death the board of trustees may cause the vacancy filled but there shall not be less than two trustees and more than seven at any time;

10. The Trustees shall maintain the proper accounts of the trust which shall be subject to inspection of the trustees at all reasonable time and the accounts shall be duly audited after the year by a Chartered Accountant. That the funds of the trust shall be used for the above purposes in the interest of the trust.

11. The Trust or Trustees shall not engage in :-

- a.) Lending of the income or property of the trust to any one of the persons specified herein below without either adequate security or adequate interest or both.
- b.) Making available land, building or other property of the trust or institution for the use of any of the said specified persons without charging adequate rent or other compensations.
- c.) Payment of excessive remuneration to any of the said specified persons for services rendered by him to the trust or institution.
- d.) Making the services of the trust or institution available to any or the said specified persons without adequate remuneration or other compensation.
- e.) Purchase of shares, securities or other properties for the trust or institution from any or the said specified persons for more than adequate consideration.
- f.) Sale of shares securities or other property of the Trust or institution to any or the said specified persons for less than adequate consideration.
- g.) Diversion of a substantial portion of the income or property of the Trust or institution in favour of any of the said specified persons.

*[Handwritten signature]*

Chandan Bora

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Binod Chandra

h.) Investment of the trust funds in any concern in which any of the said specified persons have a substantial interest.

The specified persons as aforesaid are the followings:-

- i.) To Settler
- ii.) Any person who may make a substantial contribution to the trust or institution.
- iii.) Member of the Settler's family or their relative.
- iv.) Any concern in which the said persons have substantial interest.

12. The trustees for the furtherance of the objects of the trust shall have the following powers:-

- i) To accept any donation, contribution, grant or subscription in cash or in kind, from any person(s), body of persons or trust, with or without conditions.
- ii) To apply the whole or any part of the income of the trust, or the trust fund or accumulations thereto, to anyone or more of the objects of the trust, as the trustees may, in their discretion, deem fit from time to time.
- iii) To convert and deal with the trust property and/or any investments for the time being.
- iv) To invest the Trust fund either in the purchase of immovable property or in shares, stock or debentures or other securities and investments, or in deposits or loans to any company, bank, firm or any other persons, and to alter, vary or transpose such investments, from time to time at the discretion of the trustees.
- v) To borrow or raise or secure payments of money and also to lend money either with or without security.
- vi) To sell, dispose of, alienate or otherwise deal with any property comprising the Trust Fund.

*mw* Chander Bela

*Anthony*

*Bineha Ghatg*

- vii) To let out, demise any immovable property comprised in the Trust Fund for such period and at such rent on such terms and conditions as the Trustees in their discretion may think fit.
- viii) To adjust, settle, compromise, compound, refer to arbitration, all actions, suits, claims demands and proceedings regarding the Trust Fund.
- ix) To appoint constituted attorneys or agents and to delegate to such attorneys or agents all or any of the power vested on them under these presents and from time to time remove such attorneys or agents and to appoint other or others in his or their places.
- x) 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 / or running any institution in furtherance of the object of the Trust and otherwise for giving effect to the objects of the Trust.
- xi) To start, abolish, discontinue and restart any charity or charitable institutions for the benefit of member and to impose any conditions to any subscription or donation made by them.
- xii) To set apart and / or allocate the whole or a part of the income or the corpus of the Trust fund or part thereof for any of the objects of the Trust.
- xiii) To give aid by way of donations out of the income or the corpus of the Trust Fund or otherwise, to different charitable institutions, societies, organizations of Trusts in India which may have been established or which may hereafter be established for the like charitable purposes mentioned in these presents or any of them to enable such institutions, societies, organization or Trustees to start, maintain or carry out such charitable objects.

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Chandana Balu

*Bindhi Agrawal*

- xiv) To settle all accounts and to compromise, compound, abandon or refer to arbitration any action or proceedings or disputes, claims demand or things as seemed proper for such purpose without being responsible for any loss occasioned thereby.
- xv) To borrow moneys either on the security of any property comprised in the Trust Fund or otherwise for all or any of the purposes of these presents and it shall be lawful for the Trustees to make such borrowings on payment of such interest and otherwise on such terms and conditions as they may in their absolute discretion think fit.
- xvi) To apply to the Government, Public bodies, urban, local, municipal, district and other bodies, corporation, companies, or persons for and to accept grant of money and of aid, 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 matters within the objects of the Trust and to conform to any proper condition upon which such grants and other payments may be made.
- xvii) To take over or amalgamate with any other charitable trust, society, association or institution with similar objects.
- xviii) To establish, promote, manage, organize or maintain or to assist in establishing, promoting, managing, organizing, or maintaining any branch of the Trust or any other Trust or its branch with objects similar to those of this Trust and to promote or carry on the affiliation or amalgamation of such other Trust with this Trust.
- xix) To take over, acquire, manage, control or aid any existing institution or institutions having objects either wholly or in part similar to the objects of this Trust and on such terms and conditions as may be thought expedient.

*for* Chandan Arora

*Prakash Bhatnagar*

- xx) To purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagement of any or more of the trusts, societies, institutions or associations with which this Trust is authorised to amalgamate.
- xxi) To transfer all or 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.
- xxii) To transfer and hand over the Trust to any other Society, Corporation, Institutions, Trust or Organisation on such terms and conditions as the Trustees shall in their absolute discretion think fit and property with the powers, provisions, agreements and declarations, appearing and contained in these presents subject to such modifications as may be necessary and consequent to such transfer of the Trust Fund, the Trustees for the time being of these presents shall become discharged from the Trust hereof relating to Trust Funds so transferred.
13. A Bank Account will be opened in the name of the trust and/or institutions run/conducted by the Trust with a Bank or Banks and such accounts will be operated by the Trustees jointly/severally as decided by the trust. For opening and operation of the Account, an extract of this clause may be made available to the concerned Bank/banks.
14. The Trustees shall be accountable only for such moneys, stocks, shares and funds as shall actually come into their hands and a Trustee shall not be answerable or accountable for neglect, default, acts, or omission or commission of the other Trustees, nor of any banker or other person with whom the trust properties or any securities may have been deposited or kept.
15. That the Trustees are expressly entitled and empowered to invest the funds and properties of the trust either in movable properties or in immovable properties as they may deem fit for carrying out the objects of the trust. Provided, however, that in no case the

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Chandan Bala

*[Handwritten signature]* Bimal Chandra

investment shall be made in violation of the provisions of Income Tax Act, 1961.

16. The head office of the trust shall be at Bathinda Road, Rampura Phul unless changed by all the trustees through special resolution.
17. It shall be lawful for the trustees to decide by circular and such resolution or decision shall be as affective, as a resolution passed at a meeting of the trustees. All the assets of trust SARAF EduBeacon, shall only be utilized or transferred to a Charitable Trust or Charitable Society having quite similar aims & objectives on its dissolution for augmentation or furtherance of all or any of the charitable objects or conducive for the attainment of charitable objects of the Charitable Trust styled as SARAF EduBeacon.

SCHEDULE "A"

DESCRIPTION OF SECURITIES

Rs. 1,00,000/- (Rupees one Lac only)

In witness whereof the Author of the Trust and the Trustees hereto have put their respective hands on this deed of trust in presence of witnesses below:-

WITNESSES

1. [Handwritten Signature]  
[Handwritten Signature]

2. [Handwritten Signature]  
[Handwritten Signature]

[Handwritten Signature]  
534/14/2/11/12

SETTLER OF TRUST

[Handwritten Signature]  
KAMDESI CHANDER GARG

TRUSTEES

[Handwritten Signature]  
CHANDAN CHANDER GARG  
[Handwritten Signature]  
CHANDAN GARG  
Chandan Bala Garg  
(CHANDAN BALA GARG)  
Bindia Garg  
(BINDIA GARG)

FOR GLOBAL DISCOVERY SCHOOLS

[Handwritten Signature]  
PRINCIPAL