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 YCD 2003-05

STAMP DUTY : RS.2000/-



TRUST DEED

THIS 'TRUST DEED' made at Delhi on this 1st day of Feb., 2003, by:- **SHANTANU PRAKASH** Son of Shri Jagdish prakash, Indian inhabitant, resident of C-30-A, Model Town-III, Delhi-9, at present staying at 1498, Kashmere Gate, Delhi, (hereinafter called the Settlor), (which meaning and expression shall unless repugnant to the context or meaning thereof be deemed to include his respective heirs, executors, and administrators) of the one part.

AND THE Trustees shall be:-

1. **SHANTANU PRAKASH** S o Sh. Jagdish prakash, aged 37 yrs., resident of C-30-A, Model Town-III, Delhi-9, Indian inhabitant.
2. **MRS. ANILBE PRAKASH** W/o Sh. Shantanu prakash, aged 40 yrs., R/o C-30-A, Model Town-III, Delhi-9, Indian inhabitant.

WHEREAS the Settlor is desirous of creating a Trust in respect of the sum of Rs.25,000/- (Rs. Twenty five thousand only), in the manner hereinafter appearing.

AND WHEREAS the Trustees have consented to act as the first Trustees of these presents and to accept the Trusts under these presents as testified by their being parties to and executing the same.

THE Settlor desires to transfer the said property to the Trustees on the execution of these presents to be held by the Trustees on Trusts and subject to the powers and provisions hereinafter contained.

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NOV THIS DEED WITNESSETH THAT in consideration of the premises and in order to effectuate the said desire of the Settlor and for diverse other good causes and considerations, the Settlor doth hereby grant or transfer unto the Trustees the said property and upon the said property TO HAVE AND TO HOLD the same unto the Trustees to use and upon the Trusts and with the subject to the powers, provisions, agreements and declarations hereinafter declared and contained of and concerning the same.

NOV THIS INDENTURE WITNESSETH AS FOLLOWS:-

1. THE Trust created by these presents shall be known as " LEARNINGMATE FOUNDATION".
2. The Trustees so declare that they, the Trustees, shall hold and stand possessed of the sum of Rs.25,000/- (Rs. Twenty five thousand only), as Trust funds.
3. The registered office of the Trust will be located at C-30-A, Model Town-III, Delhi-9, or at such other place as the Trustees may declare and decide from time to time.

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4. AIMS & OBJECTIVES

(a) To develop and undertake workshops, training programmes for teachers, academicians and public to train and equip them with the knowledge and skills in educational technology to enhance the teaching learning process in the educational system.

(b) To develop and carry out research into systems processes and methodologies to improve the functioning of schools and higher education institutions and to develop and deploy technologies, equipment, software to achieve this aim and objective.

(c) To associate, collaborate, cooperate or affiliate with any company, association, organization, society, trust or institution or likewise for furtherance of the objectives of the trust.

(d) To render services to any such company, association or organization in academic field by way of imparting training and knowledge skills.

(e) To make, necessary changes to widen the prevalent liberal school educational system and explore new vocational areas specially in the field of science and technology.

(f) To evolve and undertake a system of continuous research and experimentation with a view to modernize and update the educational technology through the medium of electronic or any other media which science and technology may develop from time to time in future.

(g) To establish, run or manage and maintain schools with an object to provide sound pre-primary, primary, secondary and senior secondary education to children and to equip them with abilities and skills to surmount the challenges of the fast growing world.

(h) To adopt systems in the school education which would promote and stress 'Learning by Doing' through the introduction of science laboratories and workshops in all the areas of learning.

(i) To help the underprivileged children and adults by providing them access to health information, medicines, health advice and medical care. To do all the enabling actions to provide access to medical care to them such as employing doctors, establishing clinics and hospitals, conducting workshops and seminars.

(j) To help the underprivileged to get access to food and employment by providing them with the adequate training and information and by setting up systems and

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infrastructure such as mobile kitchens, food distribution systems etc. to reach food to them.

(k) To provide for research into learning disability and to provide methods and modes to help the learning disabled child learning better and effectively. To employ special educators, doctors and teachers to reach out to the Learning disabled child by setting up Learning Resource Centres in schools and residential/commercial areas and by establishing training programs and workshops for the target audience.

(l) To develop and establish such out of school activity centers catering to the needs of children/ public in sports / fine arts / cultural and vocational activities / educational trips and other activities enriching education.

(m) To plan, develop and establish out of school science and technology centers, which would provide scientific environment, laboratories and workshops for the young to find answers to their spirit of enquiry.

(n) To develop and establish libraries and reading rooms.

(o) To promote, establish, finance and manage summer schools and similar educational and cultural centers within India.

(p) To undertake projects for the purpose of relief of the poor, medical relief and advancement of any other object of general public utility.

(q) To undertake research and experimentation in the field of developing and producing educational material such as literature for children, books and periodicals, charts and models, educational slides, film strips and films, Audio and Video Cassettes, and electronic software with a view to make the process of learning and teaching more meaningful, educative, interesting and elevating and to promote knowledge and understanding among the people.

(r) To develop such programmes which would inculcate national consciousness, realization for its unity, integrity and secularism, create awareness about country's rich heritage of Art, Culture and Literature, take up all such activities which would promote self respect, high moral character and sense of National pride.

(s) To arrange meetings, conferences, seminars with the concerned govt. authorities or social or cultural or scientific or technology-based organization or likewise for the solution of social problems of the students/ public and to do all such deeds and activities to achieve these objectives.

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(t) To support the initiative of any individual, group or organization in promoting education both formal and informal for children and adults.

(u) To raise funds through grants, donations, subscriptions, loans etc. for fulfillment of aims and objects of the Trust.

(v) To manage, purchase, sell, transfer, pledge, dispose of and deal with moveable and immovable properties of the Trust keeping in view of the aims and objects of the Trust.

#### 5. BOARD OF TRUSTEES

(a) The management and control of the Trust and the Trust properties shall vest in the Board of Trustees which shall comprise of not less than two and not more than seven trustees including the Settlor who will also be the Managing Trustee. All the Declarants herein will be the Trustees. The Managing Trustee shall determine the strength of the Board from time to time.

(b) The tenure of the Board of Trustees, excluding the Managing Trustee, shall be for a period of ten years and provisions for retirement of such Board of Trustees shall be applicable in respect of them only after first two years. The Managing Trustee shall be a life long Trustee and after the demise of the first Managing Trustee, the Children and Wife of the said first Managing Trustee shall be Trustees. This nomination as Trustee shall be applicable in case of other succeeding Managing Trustees also, provided the strength of the trust does not exceed seven trustees. In such a situation, the senior most trustees shall retire to give place to the children and wife of the Managing Trustee who has expired.

(c) All other Trustees to be appointed subsequently will hold office for a period of one year after which one-third of the said other Trustees shall retire by rotation on the basis of their seniority.

(d) The Settlor shall be the Chairperson and Managing Trustee. Thereafter, the appointment of Managing Trustee shall be in accordance with the will/written testament of the settlor. The appointment of all future managing trustees shall be in accordance with the bequest/will made by the managing trustee, so appointed by the settlor and successor thereto.

#### 6. APPOINTMENT OF NEW TRUSTEES

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Subsequent to the provisions contained in Clause 5 mentioned above, the appointment of new Trustees shall be Governed by the rules as follows:

(a) After the completion of the tenure of office of the Trustees, they shall retire but shall be eligible for reappointment.

(b) In case of casual vacancy / vacancies created otherwise, new trustees shall be appointed from among the representatives of voluntary organizations and independent experts in the field of education, finance, legal and other related matters.

(c) Filling in of vacancies shall be by a decision of the Managing Trustee. As far as possible, efforts shall be made to fill in the vacancies by unanimous decisions failing, which the majority decision shall prevail. The Managing Trustee, if thinks fit may authorize any person to fill in the vacancies.

(d) If and as often as the trustees of THESE PRESENTS shall die or desire to retire or refuse or become incapable to act in the Trust thereof shall take the benefit of the insolvency law for the time being in force or if any Trustee shall remain absent from three consecutive meetings of the Trustees without leave of absence, then and in every such case, it shall be lawful for the surviving or continuing trustee or trustees for the time being of THESE PRESENTS to appoint new trustee so vacating their offices in the Board of Trustees excepts in case of the Managing Trustee whose appointment has been specified.

(e) In case of demise of the Managing Trustee appointed under this deed, the successor Managing Trustee shall be that appointed by the Settlor in the will of the Settlor.

#### 7. EFFECT OF APPOINTMENT OF NEW TRUSTEES

Upon every such appointment made to pursuance of the last foregoing clauses thereof, the newly appointed Trustees shall have powers and authorities of a Trustee under THESE PRESENTS.

#### 8. MANAGEMENT AND HOLDING OF MEETINGS

(a) The entire control, regulation, management, application and administration of the trust properties whether capital or income, rent, interest or surplus of any kind immovable etc., shall be in the discretion of the Managing Trustee. The board of trustees will provide advice from time to time to the Managing Trustee to guide him in the conduct of the affairs of the trust

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(b) Every power, authority or discretion conferred upon the trustees shall be exercised or signified by some instrument in writing to be signed by The Managing Trustee or such of them as may be present or by the resolution of the trustees or such of them as may be present there and vote at any meeting of the trustees or by show of hands (majority rule to prevail)

(c) In case of difference of opinion arising among the trustees and in all matters wherein the trustees shall have a discretionary power the opinion of the majority of the trustees present and voting shall prevail and be binding on the majority as well as on other trustees who may not have voted. In case the opinion shall be equally divided, the matter shall be decided according to the casting vote of the Managing Trustee.

(d) The meeting of the Board of Trustees shall be held at least once in a year but any number of other meetings may be held as and when considered necessary. Two trustees attending the meeting will constitute quorum.

(e) A minute book shall be kept by the trustees. Minutes of the entry into office of every new trustee and of proceedings of the meetings of the Board of Trustees shall be entered in the minute book and shall be signed by the Managing Trustee either at the conclusion thereof or at the next meeting or when they shall have been fully comprised.

#### 9. POWERS OF THE BOARD OF TRUSTEES

(i) The Managing Trustee shall have all the powers and authorities as are required for the achievement of the objects of the Trust or are incidental thereto. The board of trustees will advise the Managing Trustee from time to time on conduct of the affairs of the trust.

(ii) Without prejudice to the generality of the foregoing, the Managing Trustee have the following powers:

(a) To acquire by purchase, lease, exchange or otherwise lands, buildings and hereditaments of any tenure of description and any estate or interest therein and any rights over or connected with and either to retain the same for the purpose of the Trust.

(b) To sell, improve, manage, develop, build on, make alterations or improvements, exchange, lease, mortgages, dispose of, turn to account or otherwise deal with all or any part of the property rights of the Trust.

(c) To purchase or otherwise acquire and hold any stock, funds or securities as prescribed under the relevant statutes.

*Shanti M. Bhatnagar*

(d) To draw, make, accept, discount, endorse, negotiate, buy, sell, execute and issue bills of exchange, Government of India and other promissory notes, cheques, warrants, debentures and other negotiable or transferable instruments or securities.

(e) To accept endowments, gifts, and donations, including gifts or donations subject to conditions, fees, block grants and other funds and payments in lieu of goods or services rendered and for furtherance of the effectives of the Trust. The Trustees may accept any donation or contribution in cash, shares, securities, and any moveable or immoveable property or properties for the objects of the Trust herein contained in the name of the Trust upon such terms and conditions as they may in their absolute discretion think fit and proper.

(f) To receive security deposits in case or otherwise in connection with the activities of the Trust.

(g) To make donations and grants or to give subscriptions and otherwise assist individual workers, institutions, or association bodies when this is considered desirable for the furtherance of the objects of the Trust or any of them.

(h) To establish, maintain or continue provident funds or super-annuation fund or similar funds for the benefit of the employees of the Trust and to give donations, gratuities, pensions, or allowances to any persons who are or were at any time employees of the Trust or their families or dependents.

(i) To establish and maintain directly, or through suitable subsidized or other agencies, hotels, messes, guesthouses, canteens, transport for proper and efficient discharge of the activities of the Trust and/or for the welfare of its workers, their families, students and associated workers.

(j) To subscribe or guarantee the payment of money for any national, charitable, benevolent, and public utility service.

(k) To have power in general to undertake all things and do all acts necessary to carry out the object of the trust.

(l) To have power and authority to appoint or engage and at their discretion remove, dismiss or suspend one or more secretaries, treasurers, supervisors, cashiers, accountant, clerks, chowkidars, attendants and other officials or employee or persons in permanent or temporary or special service in connection with the work of the trust, trust estate, trust funds and trust properties as they may from time to time think fit and to determine their powers and duties and fix their salary, bonus or

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emolument and to require security in such instance and such amount as the trustees may think fit.

(m) To promote and subscribe to become member of, or seek affiliation of cooperation with similar national or international societies or organizations.

(n) The Managing Trustee, assisted by the Board of Trustees, shall be responsible for laying the policy of any school / institution with which it may be associated in all academic, administrative, financial matters and the Managing Committees shall be subject to the control and supervision of the Board of Trustees.

(o) The Managing Trustee, assisted by the board of trustees, shall scrutinize, approve and with or without modification pass the Annual Budget put up before him.

(p) To be entitled from time to time to appoint with or without remuneration and on such terms and conditions as they may think proper, to appoint Committee as they may think proper to function under the Authority and control of the Trustees for carrying out the objects of the Trust of these presents or the management thereof and invest them with all such powers including power to incur all such expenditure as may be necessary for carrying out the objects of the Trust.

(q) The Managing Trustee shall have the power to buy, acquire, take on lease any property, movable and immovable that may be needed to carry out and further the objects of the Trust and incur all such expenses connected therewith.

(r) The Managing Trustee shall, manage any immovable property or properties for the time being forming part of the Trust Fund in such manner as they shall think fit with full power to make improvement, repairs or alterations of any description and to make or incur any outlay for any such purposes or for the insurance or otherwise for the protection of benefits of the said premises and to grant or renew leases or tenancy of occupation and to make any agreements with tenants or occupiers or intending tenants or occupiers.

(s) To sell all or any portion or part of the Trust property either by public auction or by private contract on such terms and conditions relating to title or otherwise in all respects as they may in their absolute discretion think fit and proper and to recall the same without being answerable for any loss occasioned thereby and for that purpose to sign and execute all the necessary conveyance and other deeds and assurances and to pass valid and effectual receipts and discharge for all the monies received by them.

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(t) To develop lands and to construct, build, alter or demolish roads, drains, buildings, structures and other works for the purpose of the Trust and of its workers.

(u) The Managing Trustee may open any banking account or accounts with such scheduled nationalized or Co-operative bank as may from time to time be determined by the Trustees and shall forthwith pay or cause to be paid the rents, income, dividends and all other money forming part of the Trust Fund to the credit of any such account or accounts and such accounts or account shall be operated upon by such of accounts or account shall be operated upon by such of the Trustees or other persons as may from time to time be authorized to do so by a resolution of the Board of Trustees. The Managing Trustee may close such accounts as considered in the interest of the Trust and to open new ones in any such Bank or Banks and to permit any of the Trustee to operate on any Banking Account without any liability of the other Trustees to examine the said account or to be in any way responsible for acts, deeds or defaults of such Trustees in connection with such accounts.

(v) All money forming part of the Trust Fund and requiring investment shall be invested in any of the securities authorized by law for investment of Trust Funds which are permissible under the Income-Tax Act, 1961 or shall at their discretion sell and/or realize the same or any part thereof.

(w) All money forming part of the Trust Fund requiring investments shall be invested and the conveyance of assurance in respect of any immovable property / properties forming part of the Trust Fund shall be obtained in the name / names of the Trustees for time being of the Board of Trustees.

(x) The Trustee may from time to time, at their discretion for the furtherance and carrying out the objects of the Trust of THESE PRESENTS, borrow such sum as may be determined by the Board of Trustees from time to time in form and manner thereupon. The Trustee shall, at their discretion, make all such dispositions of the properties movable or immovable forming part of the Trust Fund or any part thereof and enter into such agreements, assurances and things in relation thereto as the Trustees may deem proper for giving security for such loan and interest.

(y) The Managing Trustee shall have full powers to settle compromise or compound, out of court, all suits, action and other proceedings and to settle and or other proceeding, difference of demand and adjust the settlement of all accounts relating thereto as fully as if they were absolutely entitled to the trust fund and without being answerable for the loss occasioned thereby.

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(2) It shall be lawful for the Managing Trustee, assisted by the board of Trustees to settle and determine all matters of interpretation of THESE PRESENT as well as matters of difficulty, doubt or dispute and all questions arising in the course of or incidental to the administration, management and execution of the trusts and powers of THESE PRESENT and any such settlement or determination shall be valid, binding and conclusive and shall not be objected to or re-opened upon any ground whatsoever.

(aa) The receipts in writing by the Managing Trustee or any other person authorized by the Board of Trustees for any interest, dividend or income of the Trust Fund or for any deeds, papers, writing documents or other monies and effect payable to the Trustess shall be sufficient and effectual discharge for the same. The Managing Trustee and the board, by a resolution may also authorize any scheduled bank or other banks in India to collect any interest, dividend or income of the Trust Fund on their behalf.

(ab) If in the opinion of the Trustees, circumstances so require, the Trustees may unanimously make any amendment in the rules, they may consider necessary for the better management or administration of the Trust activities or for carrying out the objects of the Trust.

(ac) It shall be competent for the trustees from time to time to frame, make and enforce all such rules, regulations and /or bye- laws not inconsistent with the express provisions of this trust as the trustees may deem proper for security and facilitating the administration and management in detail of the various departments relating to the activities and affairs of the trust, and for convening, conducting and regulating the meeting of the trustees and for appointing sub-committees and generally for the management and administration of the trust estate and also from time to time to repeal, alter, amend, rescind or add to all such rules, regulations and bye-laws and also to pass resolutions in connection with all or any of the said matters at their meeting.

(ad) The Trustees shall be at liberty to allow or to be allowed and permit, or to be permitted to amalgamate or to be amalgamated with any other Trust, Institution or Charity, in any areas or area whose objects are the same or similar to those of THESE PRESENTS, PROVIDED, they are not inconsistent with or repugnant to the objects thereof.

(ae) The Trustees including the Managing Trustee of THESE PRESENTS ARE entitled to be reimbursed and also to pay and discharge out of the Trust Fund, all expenses incurred by them or on their behalf in or about the execution of the Trusts and powers of THESE PRESENTS in accordance with the decision of the Board of TRUSTEES.

*Shanti Mukherjee*

(af) The Managing Trustee may delegate/authorize any trustee to discharge any function / activity/ acts etc relating to the objects of the trust. Further the board of trustee may fix accountability on any trustee commensurate with the authority entrusted.

(ag) To raise or borrow moneys required for the purpose of any of the objectives of the Trusts and/or for buying, taking on lease or otherwise, any moveable or immoveable property, ownership flats and other premises or for carrying out any repairs to any immoveable property or properties or ownership flats, sheds or blocks in industrial estates for carrying out any repairs to any immoveable property or properties or ownership flats, sheds or blocks in industrial estates for the time being and from time to time belonging to the Trust and upon the security by way of mortgage hypothecation or pledge of the Trust property or any part thereof or without any security and at such rate of interest and on such terms and conditions as the Trustees may in their absolute discretion think fit and proper.

(ah) The Managing Trustee may authorize any one or more person by one or more Power of Attorneys to act for them in the affairs of the Trust herein contained.

(ai) To establish an office or offices of the trust hereby created in any part of India as they may from time to time decide.

(aj) To formulate a scheme or schemes for the carrying out any of the objects of this trust and for management of the Trust property and to frame any scheme of schemes, rules and regulations from time to time to achieve the aims and objects of the trust hereby created.

(ak) To deposit for safe custody any document of title or any other papers or documents or certificates held by them relating to the Trust under these presents with any Bank or Bankers or any other persons, firm or company whatsoever and to pay any sum or charges payable in respect of such deposits.

(al) To appoint proxy or proxies for voting at any meeting of creditors, contributors, shareholders, and others.

(am) To invest the funds and the net amounts realized on the sale of any trust fund or any portion or portions of the Trust Fund with all convenient dispatch in any one or more of the following forms of investment at any place or places in the Union of India with liberty at their absolute discretion to sell, vary, transpose and convert the same from time to time namely,

*Shambhu Prasad.*

**10. FUNDS**

(a) All funds of the Trust shall be deposited in such Bank or Banks as may be authorized by the Board of Trustees. All Bank accounts shall be opened, kept in the name of the Trust.

(b) The Board of Trustees shall have the right of management of the funds of the Trust and shall have power to incur such expenditure as it may think necessary and proper in the interest of the Trust.

(c) All cheques, bills of exchange, promissory notes (expressly including promissory notes of the Government of India) and other similar documents may be drawn, accepted or made on behalf of the Trust as may be authorized by a resolution of the Board of Trustees.

**11. ACCOUNTS**

The Board of Trustees shall ensure true accounts be kept of all sums of money received and expended by the Trust and of all the matters in respect of which such receipts and expenditure take place, of assets, credits and liabilities of the Trust. The financial year of the Trust shall be from 1<sup>st</sup> April to 31<sup>st</sup> March every year or as may be determined by the Trustees from time to time.

**12. ACCOUNT AND AUDIT**

The Trustees shall maintain regular accounts of the trust funds and shall get the same duly audited by a firm of Chartered Accountants. The Accounts and Audit Report and report of the Trust shall be made up at least once in a year covering the accounting period as may be determined by the Board of Trustees from time to time.

**13. INDEMNITY TO THE TRUSTEES ETC.**

The Trustees for the time being of THESE PRESENTS, shall be chargeable only for such monies, stocks, funds, deposits and securities as they shall actually receive, notwithstanding their signing of any receipt for the sake of conformity and shall be answerable or accountable only for their own acts, receipts, neglects, defaults, and not for those of others or any banker, auctioneer or any other persons with whom or into whose hands any trust monies or securities may be deposited in accordance with THESE PRESENTS nor for the determination or loss of any stocks, funds, deposits or securities nor for any defects or insufficiency of title nor for any other losses unless the same shall happen through their own neglect or willful demeanor.

**14. That the trust is irrevocable.**

*Shantam Kaveri*

15. The Trustees may employ Solicitors, Advocates, Architects, Chartered Accountants, Doctors, Bankers, Stock Brokers, or other persons to transact any business or do any act required to be transacted or done in the execution of the Trusts hereof including the receipt and payment of money and to pay their fees and all charges and expenses incurred but the trustees shall not be responsible for the default of any such agent, employed in good faith.

16. Where the Trust property includes any immoveable property (such immoveable property being in this Deed referred to as the "Trust premises").

(a) The Trustees may lease the Trust premises or any part thereof for any purpose and for any term whatsoever and may accept a surrender of any such lease.

(b) The Trustees may in executing any trust or power of sale or lease,

i) sell or lease any part of the Trust premises.

ii) sell or lease or reserve any easement or right, or privilege over any land or any part thereof.

iii) impose and make binding for the benefit of any part of the Trust premises sold or leased, any restrictions, stipulations as to user or otherwise, affecting any part of the premises retained.

iv) accept in exchange any other property for the Trust premises or any part thereof to be sold or leased (either with or without any money paid or received for equality of value).

v) enter into contract or grant any option for the sale or sale or lease of the Trust premises and re-buildings on the land or any part thereof or otherwise for the exercise by the Trustees of any of the foregoing powers mentioned in this paragraph. All moneys received as consideration for any sale or for leasing, in execution of any trust or power shall be deemed to be and be held as trust property.

vi) the Trustees may from time to time expend money out of the corpus of the Trust property for demolishing and re-building or making alterations and improvements to any building on the land or any part thereof (including the provisions and installation of fixtures or otherwise) whether by way of replacement of worn out fixtures, to such extent and in such manner as they shall think fit and any certificate in writing of any architect or surveyor employed by the Trustees to the effect that any work specified in such certificate is an alteration or an improvement to any such building shall be conclusive as between the Trustees and all persons interested hereunder

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and that any money expended on such work was properly expend in exercise of this power.

17. It shall be lawful for the Trustees or Trustee for the time being of these presents to reimburse themselves or himself or herself and/or discharge out of the Trust property all costs, charges and expenses incurred by them in or about the execution of the Trusts and powers of the Trusts and powers of these presents.

18. Any trustee being an advocate or any other person engaged in any profession or business shall be entitled to charge and receive all usual professional and other charges for business done by him or his firm as such in relation to the Trust.

19. The Trustees shall have full power to compromise or refer to arbitration any claim or account whatsoever or any other matter in which the interest of the Trust property is involved and its funds and property may be concerned or wherein the Trustees as such may be parties.

20. Any Trustee hereof who shall dissent in the exercise of any of the powers or authorities aforesaid from other Trustees shall nevertheless concur in executing or signing any documents or any of such powers or authorities by the majority of the Trustees without being responsible for the loss to the trust that may be caused. All the acts, proceedings and exercise of discretion of the majority of the Trustees shall be absolutely binding on the remainder of the Trustees.

21. The Trustees shall have full power to file and defend suits, appeals applications etc. and any one or more of them being duly authorized, and shall have power to declare sign and verify all plaints, written statements, memos of appeals, cross objections, applications, affidavits, etc. and to accept writ of summons, notices etc. and to appear in any place or places in the Union of India before any Court, any tax authority, officer or Tribunal and before any Registrar or Sub Registrar of Assurances at any place in the Union of India and to present and lodge any documents for registration and to admit execution thereof and to compound all actions, suits and other proceedings and all differences, disputes and demand and to refer any such differences, disputes or demands to arbitration and adjust, approve and settle all accounts relating to the Trust property and to execute all releases and discharges and to do all other things relating thereto.

22. The receipt of any of the Trustees for the purchase money of any property hereby directed or authorized to be sold or for any other moneys paid and for any securities transferred to them by virtue of these presents discharge

*Shantilal Kulkarni*

the person or persons paying or transferring the same therefrom or from being bound to see to the application or being answerable for the loss or misapplication thereof.

23. The Trustees shall be responsible for their own individual acts and defaults only and not for the acts or defaults of another or them nor for the acts or defaults of any banker, broker, auctioneer or other persons into whose hands any trust property consisting of securities or money or the income thereof shall in the ordinary course of business come or for the depreciation of any property or securities nor for any mistake or error of judgment committed by them in regard to the choice of the recipients of the benefit of the Trust property or the objects thereof in any particular case or cases or otherwise howsoever except for their wilful acts and defaults only

24. The Trustees shall pay themselves and defray and satisfy out of the trust funds/property for the time being all expenses which they may reasonably have to incur in and about the execution of the trusts and powers herein contained and the administration of the Trust property hereby effectuated, including the premia for the insurance of the buildings for the time being subject to the Trusts hereof but the Trustees shall not be personally responsible for any loss arising in consequence of any accidental omission to insure any building against risk from fire or other risk.

25. The Trustees shall cause proper accounts to be kept of the Trust premises and all additions thereto and the income thereof respectively and the accumulation of such income and the application thereof from time to time and shall on checking the same sign the account books twice in each year. The account books so signed by the Trustees shall be examined audited and certified by one or more properly qualified auditors or auditor signed by all the Trustees. The accounting year will ending on 31<sup>st</sup> March but the Trustees shall have power to change the accounting year according to the law for the time being in force.

26. At least two clear days, notice shall be given to the other Trustees as to the place, hour and day of the meeting and of the nature of the business to be transacted thereat.

27. The benefit of this trust and the income from the trust property shall be given to persons irrespective of any religion, caste, creed or community.

28. The trustees shall apply and try to obtain all concessions, benefits and allowances as are available, in law in the matter of taxation, investment, and exemptions.

*Khanlari Harkish*



29. If the Trustees receive any donation on any special terms and conditions. Such donations shall be kept invested according to the terms and conditions if any in respect thereof and they shall keep a separate account in respect thereof and in respect of the utilisation or application of the income therefrom. The trustees shall not accept any donation, the terms and conditions of which are contrary to or inconsistent with the objects of this trust.

30. The trustees shall have power, with the consent of any prescribed authority appointed by the Government, to modify, add to, alter any of the objects of this trust or the powers conferred on them or and/or the other provisions contained herein. Without affecting the basic structure of this deed and the trust created thereby.

31. The trust created by these presents shall be irrevocable provided that in the event of the trust failing to function for any reason, or in the event of the trustees being of the unanimous opinion that this trust should be dissolved and/or amalgamated with any trust having objects more or less similar to this trust the trustees may apply to the authority prescribed by law for, permission to dissolve and/or amalgamate with any other public charitable trust and in the event the trust property shall be transferred to any other public charity trust as the Trustees with the consent of such authority as aforesaid, on such terms and conditions as the trustees with concurrence of such authority may think fit and proper.

IN WITNESS WHEREOF THE PARTIES hereto set their hands and seals, the day and the year first hereinabove written.

*Shantilal Kakash*  
Signed, Sealed and Delivered  
by the within named settlor

*Praveen Kumar*  
In the presence of

① SH. PRAMOD THAKUR  
310 SH. G.D. Thakur  
MC B-65, West Vasant Vihar,  
Delhi-42 (DIL-NO P07062001210653)  
Signed, Sealed and Delivered

*ANIL NATH*  
Advocate  
of Court, K. G.  
Delhi (D-542/95)

129  
22/9/03

Document executed Dated  
Signature

100Rs.

12848



29

PASSPORT NO - E 423951  
UD 01-23-10-2005

" SUPPLEMENTARY DEED "

This 'SUPPLEMENTARY DEED' is executed at Delhi on this 22nd day of September, 2003, by:- SH. SHANTANU PRAYASH son of Shri Jagdish Prakash, resident of C-30-A, Model Town-III, Delhi, hereinafter called the Executant.

The expression of the Executant herein used shall mean and include them, their heirs, successors etc. etc.

Shantanu Prakash  
..2/0.

10-10-03  
07-10-5-91  
UD 01-17-8-2005

100Rs.



-: 2 :-

WHEREAS the Executant had settled a Trust named LEARNINGMATE FOUNDATION, vide Trust Deed registered as No. 2184, in Addl. Book No. IV, Volume No. 998, on pages 78 to 88, on 1.2.2003, in the office of sub-Registrar, Delhi.

Whereas the necessity to change the name of the Trust has been arisen, therefore this Deed.

WHEREAS all the contents of the said Trust Deed shall remain applicable to this Supplementary Deed, though the same have not been repeated here for the sake of brevity and this Supplementary Deed shall always be read as part and parcel of the said Trust Deed.

*Ashwani Prakash*

..3/p.

*Handwritten notes:*  
DT-10-5-91  
Old Pt-17-8-2005  
10-03-2005

WHEREAS as per opinion of the Board of Trustee,  
the name of Trust named 'LEARNINGMATE FOUNDATION,  
does not reflect the true object of the said Trust,  
therefore they have decided to change the name of  
trust from LEARNINGMATE FOUNDATION to Learning Leadership  
Foundation, vide Resolution dated 20.9.2003.

Whereas the settlor doth hereby give his consent  
to the changed name of Learning Leadership Foundation,  
" which is corresponding to the aims and objects of the  
said Trust.

NOW THIS SUPPLEMENTARY DEED WITNESSETH AS UNDER:-

- 1) THAT henceforth the said Trust shall be known as  
Learning Leadership Foundation, for the purpose of all  
office correspondence and other uses.
- 2) That the settlor doth hereby declare that the said  
Trust renounce the former name of Learningmate Foundation  
and acquire the new name of Learning Leadership Foundation.
- 3) That the Settlor has executed this Supplementary Deed,  
voluntarily, without any pressure and in their full senses,  
contents of the same have been explained to them and they  
admit and understand the same as true and correct.

IN WITNESS WHEREOF, the settlor/Executant has executed  
this supplementary Deed at the place, day, month and year first  
above written in presence of witnesses.

WITNESSES:-

1. <sup>Dulati</sup> SANGITA GUPTA  
W/O SH. RADEEP GUPTA  
P/O 187, Kamla Nehru Nagar.  
Ghaziabad
2. D.C. NO - 5 - 23,292 B/91.  
DT - 10-5-91  
UP PT - 17-8-2005

*Shankar Prakash*  
EXECUTANT.

*[Handwritten signature]*  
10-05-91

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Regd. No. P/805/2004/390534  
 Valid upto 25/11/2011  
 " SUPPLEMENTARY DEED OF TRUST "

This Supplementary Deed of Trust is made and executed at Delhi on this 10th day of August, 2004, By:- SHRI SHANTANU PRAKASH Son of Shri Jagdish Prakash, resident of C-11/1, DLF City Part-I, Gurgaon, Haryana, hereinafter called the Executant, at present at C/o 1208, Padma Tower-1, 5, Rajendra Palace, New Delhi-8, hereinafter called the Executant.

AND WHEREAS the Executant had settled a Trust named Learning Leadership Foundation, vide Trust Deed registered as No.2184, dt.1.2.2003, in Addl. Book No.IV, Volume No.998, on pages 73 to 88, on 1.2.2003, in the office of Sub-Registrar, Delhi,

...2/p.

Shantanu Prakash

...  
 No. 3, Old Court  
 Keshavnagar, Delhi-6.

WHEREAS the Trustees of the above named Trust, have unanimously decided to shift the office of the above said Trust, at C/o 1208, Padana Tower-I, 5, Rajendra Place, New Delhi-8, from its former address C-307A, Model Town-III, Delhi-9, therefore the Settlor/Executant have decided to execute this Supplementary Deed.

NO. THIS TRUST DEED'S SUPPLEMENTARY DEED WITNESSETH:-

1. That the present office of the abovesaid Trust shall be situated at 1208, Padana Tower-I, #5, Rajendra Place, New Delhi-8.
2. That henceforth all the activites of said Trust shall be carried at 1208, Padana Tower-I, 5, Rajendra Place, New Delhi-8.
3. That this Supplementary Deed shall always be read as part and parcel of the abovesaid Trust Deed, however all the contents of same are not repeated here for the sake of brevity.

IN WITNESS WHEREOF, the Executant has executed this Supplementary Deed at the place, day, month and year first above written in presence of the following witnesses.

WITNESSES:-

1. Smt. SANGEETACULATI  
W/o Sh. Pradeep Kuleti  
Mo 1211, Padma Tower  
Rajendra place, New delhi-8

2. I.C. No 1010  
Jashal Bg Educamp

Shantini Prakash  
EXECUTANT.

Jagdish Chand  
Advocate  
Chamber No. 3, Old Court  
Kashmere Gate, Delhi 6.

Jagdish Chand  
Advocate  
Chamber No. 3, Old Court  
Kashmere Gate, Delhi 6.

100Rs.



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SETTLER

दिल्ली DELHI (110009) 2005. 2004390534

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25/7/05

SUPPLEMENTARY DEED No. 3

OF LEARNING LEADERSHIP FOUNDATION TRUST  
THIS SUPPLEMENTARY DEED No. 3 is executed at Delhi on this 25<sup>th</sup> day of May 2005, by the Board of Trustees of Learning Leadership Foundation through its Managing Trustee, Mr. Jagdish Prakash, son of Mr. Jagdish Prakash, resident of C-30-A, Model Town - III, Delhi - 110 009, hereinafter referred to as the "Settlor"/"Managing Trustee", which expression shall where the context so admits include his heirs, legal representatives, assignees, executors and administrators.

RECITALS

WHEREAS the Settlor has executed a Trust Deed dated February 1, 2003 (hereafter referred as the "Trust Deed") and two supplementary deeds dated September 22, 2003 and August 10, 2004 ("Supplementary Deeds") settling a trust viz. Learningmate Foundation, now known as Learning Leadership Foundation (hereinafter referred to as the "Trust") on terms and conditions specified in the Trust Deed and Supplementary Deeds.

WHEREAS the Board of Trustees, pursuant to the appointment of Mr Jagdish Prakash as on 11<sup>th</sup> May, 2005 & resignation of Ms. Anjlee Prakash as on 12<sup>th</sup> May, 2005, now comprised of Mr. Shantanu Prakash and Mr. Jagdish Prakash

WHEREAS it is now proposed to amend and supplement the Trust Deed in terms of this Supplementary Deed No. 3.

NOW THIS SUPPLEMENTARY DEED NO. 3 WITNESSETH AS UNDER:

- 1. Clauses 5(a) to (c) of the Trust Deed is deleted and superseded by the following:

contd P/2

Shantanu Prakash





(a) "Management and Constitution of Board of Trustees - The management and **दिल्ली DEEHI** of the Trust and the Trust properties shall vest in the Board of Trustees supervised and directed by the Managing Trustee. The Board of Trustee shall comprise of not less than two and more than seven Trustees including the Managing Trustee. The Managing Trustee shall hold office as managing trustee during his entire lifetime.

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(b) Tenure of Managing Trustee and Trustees - The tenure of Trustees other than Managing Trustee shall be, one year, subject to the retirement provision stated in clause 5 below and removal from and vacancy of Trusteeship as provided in clause 6 of the Trust Deed. The Managing Trustee shall hold office for his entire lifetime. On demise of the Managing Trustee, the eldest son who has attained the age of majority, and in the absence of any such son, the eldest daughter of the Managing Trustee who has attained the age of majority shall succeed as the managing trustee (hereafter the "succeeding Managing Trustee"). If there is no such son or daughter who has attained the age of majority, then the legal guardian of the son (in the first place) or daughter (in the second place) shall act as the succeeding Managing Trustee until the son or daughter attains the age of majority. The Board of Trustees' maximum strength of seven members (including the succeeding Managing Trustee) shall be adhered to at all times and the Trustees shall compulsorily retire in descending order of seniority in the Trust to permit appointment of all the children (who have attained the age of majority) and wife of the deceased Managing Trustee as aforesaid. The automatic appointment of the children and wife of the deceased Managing Trustee may only be set aside by the will of the deceased Managing Trustee.

(c) Retirement by Rotation - Each year, 1/3 of the Trustees, excluding the Managing Trustee, shall retire by rotation on the basis of their seniority in the Trust. A retiring Trustee may eligible for re-appointment subject solely to the affirmative vote of the Managing Trustee."

2. Heading of Clause 6 of the Trust Deed is amended to read as "Appointment and Removal of Trustees".

Contd P/3

*Shantanu Kulkarni*





3. Clause 6(a) of the Trust Deed is amended such that the sentence ending with 'eligible for reappointment' is followed with the additional words ", solely subjective to the affirmative vote of the Managing Trustee"
4. Clause 6(c) of the Trust Deed is deleted and superceded by the following:  
"(c) Filling in of vacancies shall be the prerogative of the Managing Trustee and shall require the affirmative vote of the Managing Trustee"
5. Clause 6(d) of the Trust Deed is deleted and superceded by the following:  
"(d) A Trustee may retire from his office without assigning any cause with notice in writing. A Trustee may be removed from the Board of Trustees by the Managing Trustee without assigning any cause for such removal. A Trustee will automatically vacate office in case of absence from three consecutive meetings of the Board of Trustees."
6. Clause 6(e) of the Trust Deed is deleted.
7. Clause 8(b) of the Trust Deed is deleted and superceded by the following:  
"Every power, authority or discretion conferred upon the Trustees shall be exercised pursuant to an instrument in writing signed by the Managing Trustee and specifying the nature of action to be taken"
8. Clauses 8 (c) and 8 (d) of the Trust Deed are deleted and superceded by the following:  
"(c) The meeting of the Board of the Trustees shall be held at least once in a year. The quorum necessary for the transaction of the business shall be the Managing Trustee and one other Trustee. At least two clear days of notice of every meeting of the Board of Trustees shall be given in writing to every Trustee at his usual residential address alongwith details of the place, hour and day of the meeting and the nature of the business to be transacted thereat. The Managing Trustee, may at any time convene a meeting of the Board of Trustees. Save as expressly provided herein that a power shall be exercised by the Managing Trustee, decisions of the Board of Trustees shall require the affirmative vote of the Managing Trustee . Resolution by circulation shall be permissible."
9. Clause 8 (e) of the Trust Deed is re-numbered as Clause 8 (d).
10. Heading of Clause 9 of the Trust Deed is amended to read "Powers of the Managing Trustee and Board of Trustees."
11. In Clause 9(i) of the Trust Deed, the following is added subsequent to the words 'conduct of the affairs of the Trust.'

Contd. P/4

  
*Shanti - Rakesh*  


"It is reiterated that any action taken by the Trustees under any of the provisions of the Trust Deed as amended by the Supplementary Deeds and this Supplementary Amended Deed including, but not limited to, clauses 9(ii) (l), 9(ii) (p), 9(ii) (r), 9(ii) (s), 9(ii) (x), 9(ii) (ab), 9(ii) (ac), 9(ii) (ad) and 9(ii) (ae), 10, 16, 17, 19, 20, 24 and 30 of the Trust Deed shall be subject to the provisions of clause 8(b) as amended by this deed."

12. Clause 9 (ii) (r) of the Trust Deed is deleted and superceded with the following:

"(r) To manage, supervise and administer the immovable property or properties for the time being and from time to time belonging to the Trust, with full power to make improvements, repairs, or alterations of any description and to make or incur any outlay for any such purposes or for insurance or otherwise for the protection of benefits of the said properties. Also to demise the immovable property or properties for the time being and from time to time belonging to the Trust, with full power to grant or renew leases or tenancy of occupation, either from year to year or for any fixed term or for any term of years or on monthly tenancies at such rent and subject to such covenants and conditions as may be considered proper and also accept surrenders of leases and tenancies and generally manage the same in such manner as may be considered reasonable."

13. Clause 9 (ii) (s) of the Trust Deed is deleted and superceded with the following:

"(s) To raise or borrow, if need be, such sums as he may determine in his sole discretion from time to time against the security of the assets of the Trust by way of bank overdrafts, loans or otherwise, as may be necessary, for for buying, taking on lease or otherwise any moveable or immovable property/assets, etc. for the benefit of the Trust and for more effectively carrying out the objects of the Trust."

14. Clause 9 (ii) (ac) of the Trust Deed is hereby deleted and superceded with the following:

"(ac) The Managing Trustee shall be entitled to sue in the name of the Trust."



15. Clause 9 (ii) (af) of the Trust Deed is deleted and superceded with the following:

"(af) The Managing Trustee may delegate/authorise in writing by power of attorney or otherwise any Trustee/Officer to discharge any function/activity/acts etc. relating to or in furtherance of the affairs/objects of the Trust. In such event of delegation or authorisation, the Trustee or Officer may be fixed with accountability commensurate with the authority entrusted and shall be liable accordingly."

16. Clause 9 (ii) (ag) of the Trust Deed is hereby deleted and shall state "Omitted".

17. Clause 9 (ii) (ah) of the Trust Deed is hereby deleted and shall state "Omitted".

18. Clauses 10 (a) to (c) of the Trust Deed is deleted and superceded by the following:  
Contd. P/5

  
  
Shantanu Bhalash

"(a) All funds of the Trust shall be deposited in such Bank account or accounts opened by the Managing Trustee in terms of these Presents. All Bank accounts shall be opened and maintained in the name of the Trust.

(b) Subject to any powers conferred on the Managing Trustee, the Board of Trustees shall have the right of management of the funds of the Trust as may be necessary and proper in the interest of the Trust.

(c) All cheques, bills of exchange, promissory notes and other similar instruments may be drawn, accepted or made on behalf of the Trust by the Managing Trustee and any other Trustee/Officer so empowered by the Managing Trustee."

19. Clause 14 of the Trust Deed is deleted and superceded with the following:

"14. That the trust is irrevocable and shall continue in perpetuity."

20. Clauses 15 and 16 of the Trust Deed are hereby deleted in their entirety and shall state "Omitted" respectively.

21. Clause 17 of the Trust Deed is hereby deleted and superceded with the following:

"17. No Trustee shall not be entitled to any remuneration save the right to reimbursement of their reasonable expenses incurred in and about the discharge and execution of their duties with the prior approval of the Managing Trustee."



22. Clause 19 of the Trust Deed is hereby deleted and shall state "Omitted".

23. Clause 21 of the Trust Deed is hereby deleted and superceded with the following:

"21. The Trustees shall, if so authorised by the Managing Trustee, have full power to file and defend suits, appeals, applications, etc. including the power to refer to arbitration any claim or account whatsoever or any other matter in which the interest of the Trust property is involved, and any one or more of them being duly authorised, shall have power to declare and sign and verify all plaints, written statements, memos of appeals, cross objections, applications, affidavits, pleadings, etc. and to appear before any court, adjudicating authority, tribunal, registrar, on behalf of the Trust, to present documents for registration and to admit execution thereof, and to adjust, approve and settle all accounts relating to the Trust property and to do all other acts and things fully or effectually without being liable or answerable for any *bona fide* loss occasioned thereby."

24. Clause 24 of the Trust Deed is hereby deleted and superceded with the following:

Contd.P/6

  
  
Shantanu Kulkarni

"24. Trustees shall, if required in furtherance of and for more effective implementation of the objects of this Trust, give their respective personal guarantees to secure the repayment of any loan obtained by the trust from any financial institution/ bank, if such personal guarantees are required by such financial institutions/ banks towards security for such loans.

25. Clause 26 of the Trust Deed is deleted and shall state "Omitted".

26. Clause 30 of the Trust Deed is hereby deleted and superceded with the following:

"The Trustees shall have power, with the consent of the Managing Trustee, to modify, amend, add to, alter, any of the objects of this Trust, and/or the powers conferred on them, and/or the terms stipulated in these presents, as may be necessary for more effective implementation of the objects of this Trust, subject to compliance with provisions of applicable laws."

27. Clause 31 of the Trust Deed is hereby deleted and superceded with the following:

"31. In case it becomes necessary to wind up or otherwise determine the Trust created by these presents for whatever reason, the net funds and other assets, if any, after meeting all liabilities will be handed over to any other similar Trust or Institution similarly satisfying requirements of the Income Tax Act, 1961, as may be decided by the last Trustees subject to the consent of the Managing Trustee or the succeeding Managing Trustee, as the case may be, and subject further to the condition that it shall be so given to an Institution approved by the Commissioner of Income Tax or other appropriate authority, on such terms and conditions as the Trustees with concurrence of the Commissioner of Income Tax or other appropriate authority may think fit and proper."

28. This Supplementary Deed No. 3 shall be effective from the date of its execution. Save as amended herein, all other provisions of the Trust Deed shall continue in full force and effect. The Trust Deed, Supplementary Deeds and this Supplementary Deed No. 3 shall be read and be construed as one entire deed, and references in the Trust Deed to "this Trust Deed" and/or "herein" shall be to the Trust Deed as modified by this Supplementary Deed No. 3.

IN WITNESS HEREOF, the Settlor/Managing Trustee has caused this Supplementary Deed No. 3 to be executed as of date first above written.

Witness

*[Handwritten signature]*  
*[Fingerprint]*

SHANTANU PRAKASH

Signature: *[Handwritten signature]*  
Name: *[Handwritten name]*  
Address: *[Handwritten address]*

Signature: *[Handwritten signature]*  
Name: Shantanu Prakash  
Designation: MANAGING TRUSTEE

*[Handwritten address]*  
P.O. No. P 07002501210453

*[Notary stamp]*  
Notary Public  
Chamber No. 3, Old Court  
Kathmandu, Nepal, Kathmandu

*[Fingerprint]*



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Mr. Shantanu Prakash (Managing Trustee)  
H 928448  
SUB REGISTRY  
77288

Document presented attested and found in Order in all respect

  
Registrar with Seal

**SUPPLEMENTARY TRUST DEED NO. 4  
OF LEARNING LEADERSHIP FOUNDATION TRUST**

THIS SUPPLEMENTARY DEED No. 4 is executed at Delhi on this 21st day of December, 2009, by the Board of Trustees of Learning Leadership Foundation through its Managing Trustee, Mr. Shantanu Prakash, son of Mr. Jagdish Prakash, resident of C-11/1, DLF City, Phase I, Gurgaon, Haryana, hereinafter referred to as the "Settlor/Managing Trustee", which expression shall where the context so admits include his heirs, legal representatives, assignees, executors and administrators.

**RECITALS**

WHEREAS the Settlor has executed a Trust Deed dated February 1, 2003 (hereafter referred as the "Trust Deed") and three supplementary deeds dated September 22, 2003, August 10, 2004 and May 25, 2005 (hereinafter collectively referred to as the "Supplementary Deeds") settling a trust viz. Learningmate Foundation, now known as Learning Leadership Foundation (hereinafter referred to as the "Trust") on terms and conditions specified in the Trust Deed and Supplementary Deeds.

*Shantanu Prakash*

**WHEREAS** the Board of Trustees, is as on date of execution of this Supplementary Deed No. 4, constitute of Mr. Shantanu Prakash, Mr Sharad Agarwal, Mr Ashok Mehta, Mr Abhinav Dhar and Mr. Pramod Thatoi.

**WHEREAS** it is now proposed to amend and supplement the Trust Deed in terms of this Supplementary Deed No. 4.

**NOW THIS SUPPLEMENTARY TRUST DEED NO. 4 WITNESSETH AS UNDER:**

1. The Board of Trustees have agreed to include the following rules and regulations for setting up schools in the State of Uttar Pradesh. It is hereby agreed that the below stated regulations will only apply to the schools set up by the Trust in the State of Uttar Pradesh.

(i) It is confirmed that the Trust is irrevocable and shall continue in perpetuity and hence does not require any renewal of registration from time to time.

(ii) The Managing Committee of the school set up in the State of Uttar Pradesh and operated by the Trust shall have a member nominated by the Directorate of Education of the State of Uttar Pradesh.

(iii) At least 10% seats of the school shall be reserved for minority students belonging to Scheduled Castes/Scheduled Tribes and they will not be required to pay the fees more than that as fixed by the Secondary Education Council/Board/Education Council of the State of Uttar Pradesh.

(iv) The Trust shall not request the state government of Uttar Pradesh for any grants and if the school is already recognized by the Secondary Educational Council/Basic Education Committee of the State of Uttar Pradesh then from the date the school is affiliated to the Central Board of Secondary Education or Indian School Certificate Examination, the recognition granted by the Secondary Education Council and/or by the state government of Uttar Pradesh shall automatically lapse.

(v) All the teaching and non-teaching staff of the school set up in the state government of Uttar Pradesh shall not be paid less pay and allowances than that prescribed for the employees of the educational institutions aided by the state government of Uttar Pradesh.

(vi) Service conditions of the employees of the school shall be framed and retirement benefit prescribed for the employees of the non government senior secondary school, shall be made available to all the employees.

(viii) All the records of the school shall be maintained in the registers as per the prescribed proforma.

(ix) Freeship shall be provided to different categories of students in accordance with clauses 105 to 107 of the Education Code of Uttar Pradesh.

*Shantanu Prakash*

(vii) The school shall comply with the educational guidelines issued from time to time by the state government of Uttar Pradesh.

(x) No change/amendment/additions to these rules and regulations shall be made without the approval of the state government of Uttar Pradesh.

2. The following clause be added after Clause 31 of the Trust Deed and shall henceforth be read as Clause 32 of the Trust Deed:

**"The activities and the area of operations of the Trust shall be confined to the whole of the territory of India."**

3. This Supplementary Deed No. 4 shall be effective from the date of its execution. Save as amended herein all other provisions of the Trust Deed and the Supplementary Deeds shall continue in full force and effect. The Trust Deed, Supplementary Deeds and this Supplementary Deed No. 4 shall be read and be construed as one entire deed and references in the Trust Deed to "this Trust Deed" and/or "herein" shall be to the Trust Deed as modified by this Supplementary Deed No. 4.

4. That the present office of the above said Trust is situated at 1208, Padma Tower-I, 5, Rajendra Place, New Delhi-110008. IN WITNESS HEREOF, the Managing Trustee have caused this Supplementary Trust Deed No. 4 to be executed as of the date first above written.

**Shantanu Prakash**

Signature: Shantanu Prakash  
Name: **Shantanu Prakash**  
Designation: **MANGING TRUSTEE**

1. Witness:

Signature: [Signature]  
Name: 39112 500 S/o Brig S. K. Sood  
Address: H.No. 129 (2832) Gaudar Nagar  
Leokhima (16)  
4th flr no RDL 2030 valid upto 17.2018  
ISSD at Gaudar Nagar

2. Witness:

Signature: [Signature]  
(HIMANSHU CHATUR)  
S/o Sh. Jashraj Singh  
Plt C-14, Arvind Nagar, Jodhpur  
Dr. dec RT-19/DEC/05/192830 valid upto 5/6/25.  
ISSD at - Jodhpur.