

## Indian-Non Judicial Stamp Haryana Government



Date -18/05/2017

Certificate No

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GRN No.

H. No/Floor.

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Name:

Anjlee Prakash

C11/1

Sector/Ward: O

LandMark: Dlf city phase 1

City/Village: Gurgaon

City/Village: Gurgaon

District: Gurgaon

State:

Haryana

Phone:

Buyer / Second Party Detail

Seller / First Party Detail

Name:

Priya Prakash

H.No/Floor: C11/1

Sector/Ward: 0

LandMark: Dif city phase I

District: Gurgaon

State:

Harvana

Purpose:

Phone:

TRUST DEED

thenticity of this document can be verified by scanning this QrCode Through smart phone or on the website https://egrashry.nic.in

HE SEAL OF

THIS DEED OF CHARITABLE TRUST is made at Gurgaonon this 19thday of May, 2017 by

Dr. (Mrs.)Anjlee Prakash, (Aadhaar No. 7143 2467 9981)trustee of Learning Links FoundationTrust, daughter of Late Mr. Ravi GuptaR/o C11/1, DLF City Phase -1 , Gurgaon-

Ms. Priya Prakash, (Aadhaar No. 3367 6593 0708)daughter of Mr. Shantanu Prakash R/o (ii) C11/1, DLF City Phase -1, Gurgaon-122002.

hereinafter referred to as the "Settlors" (which expression unless repugnant to the context or meaning hereof be deemed to include their heirs, successors and executors)

Whereas, in furtherance of its aims and objects, of Learning Link Foundation Trust (LLF) is desirous of setting up a new educational Trust by way of this Trust Deed. Settlorsare the trustees of LLF and are duly authorised to enter into this Trust Deed vide resolution passed by the Board of Trustees of LLF on April

Whereas, Settlors of the Trust are possessed of and otherwise well and sufficiently entitled to the sum of Rs. 10,000, being the trust property of LLF(hereinafter referred to as the "said Property"

Whereas, the Settlor of the Trust are desirous of irrevocably endowing the Matien By gerg for educational and cultural purposes as hereinafter expressed and contained in the sent and in Regd. No. 3999

Attested to be True Copy

MAHENDER SINGH PUNIA Advocate & Notary Distt. Gurugram, Haryana, India

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MILLENNIUM SCHOOL GURUGRAM

प्रस्ताव व 1340 বিশাঁক 19/05/2017 हीड सबंघी विवरण दींड का नाम TRUST तहसील/यब तहसील वर्जीराबाद गांब/शहर हड्डा संवटर धन सबंधी विवरण स्टाम्प डयुटी की राशि 101.00 रुपयं रजिस्ट्रेशन फीस की राशि 50.00 रुपये पेस्टिंग शुल्क 2.00 रुपये Drafted By: Ramit K Lalit adv Service Charge: 200.00 रुपये

यह प्रलेख आज दिस्नांक 19/05/2017 दिन शुकवार समय 4:42:00PM बजे श्री/श्रीमती/कुमारी Anjlee Prakash पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Ravi Gupta निवासी Hno CH/I DLF City I GGn द्वारा पुँजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

Aylee Prabash

श्री Anjlee Prakash

उप / सथुँकता पँजीयन अधिकारी वजीराबाद

उपरोक्त न्यासकर्ता व श्री/श्रीमती/कुमारी Priya Prakash न्यासी हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दांनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। दोनो पक्षो की पहचान श्री/श्रीमती/कुमारी Rami K Lala पुत्र/पुत्री/पत्नी श्री निवासी adv GGn व श्री/श्रीमती/कुमारी किंक्-Sharma पुत्र/पुत्री/पुट्टी-श्री/श्रीमती/कुगारी निवासी G47 Jalvayu Vihar Sec 29 GGn ने बुरी। साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तुथा वह साक्षी नः 2 की पहचान करता है।

दिनॉक 19/05/2017

उप / सर्युक्त पंजीयन अधिकारी

यह प्रमाणित किया जाता है कि पंजीकृत वसीका की श्रुकेन प्रति jamahand nic.in पर डाल दो गई

Mahender S. Punia त पंजीयन अधिकारी Gurygram:

Regd. No. 3999

Revenue Department Haryana

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SHRIRAM MILLENNIUM SCHOOL GURUGRAM

pursuance of such desire have already transferred, paid and handed over the said Property to the Trustees as mentioned hereinafter;

Whereas, it is the desire of the settlors that the corpus of the Trust may be further augmented from time to time by flow of funds and other assets including movable and immovable and any other kind by way of gifts, donations, acquisitions, allotment, grant, exchange or otherwise etc.

## NOW THIS DEED WITNESSETH AS FOLLOWS:

#### 1. NAME

This Trust shall be known as "Links Educational Trust", herein referred to as the "Trust".

### 2.

The office of the Trust shall be situated at The Millennium School, Sector 38, Near Police Station, Subhash Chowk, Gurgaon, Haryana, 122001 which may be transferred to such place or places as the Trustees may deem fit and proper.

#### 3, TRUST PROPERTY

The expression "Trust Property" herein appearing shall be Rs. 10,000being presently bequeathed by the Settlor. While Trust Property on the date of execution of the Trust Deed stated above and until the registration of this Deed is limited to Rs. 10,000and does not include any immovable property, Trust Property shall also mean and include all other property, moveable or immovable and moneys that the Trustees may in the future receive from any person, or otherwise hold by way of purchase or any other mode of acquisition or by way of donations, grants, or gifts or by way of interest accrued on Trust Property, rents or other income and other accumulations howsoever made and any other investments representing the Trust Property for the time being and from time to time existing.

#### 4. **OBJECTS**

It is specifically declared, as essential terms and condition of this Deed:

that notwithstanding anything herein contained, the income as also the corpus of the Trust Property shall be applied and be applicable only to India and subject to such conditions or limitations, if any as from time to time to be laid down in the Income Tax Act, 1961 as will ensure or make the Trust and its income eligible for exemption from taxation under the Income Tax Act, 1961 and any replacement or re-enactment thereof or modification thereof; and

that the Trust shall be one to which under the provisions of present section 80-G or any b. other such or similar provisions in the Income Tax Act, 1961 or any epigement or re-enactment or modification thereof, any donation thereof should be recognized as eligible for exemption or relief from tax in regard to the donor under the said Act and any such or similar legislation for the time being in force in India.

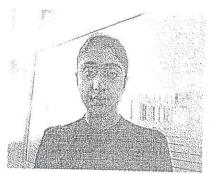
/Mahender S. Punia Without prejudice to the generality of the foregoing purpose but subjected to the generality of the foregoing purpose but subjected to the generality of the foregoing purpose but subjected to the generality of the foregoing purpose but subjected to the generality of the foregoing purpose but subjected to the generality of the foregoing purpose but subjected to the generality of the foregoing purpose but subjected to the generality of the foregoing purpose but subjected to the generality of the foregoing purpose but subjected to the generality of the foregoing purpose but subjected to the generality of the foregoing purpose but subjected to the generality of the foregoing purpose but subjected to the generality of the foregoing purpose but subjected to the generality of the foregoing purpose but subjected to the generality of the foregoing purpose but subjected to the generality of the foregoing purpose but subjected to the generality of the generality declared that the Trustees shall each year apply the residue of the Income of the Trust Property and may at their discretion at any time and from time to time apply So Trust Property part of the Trust Property in or towards all or any one or more of the two category

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Advocate & Notary Distt, Gurugram, Haryana, India

2017-2018

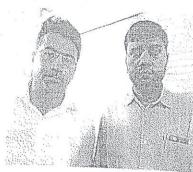




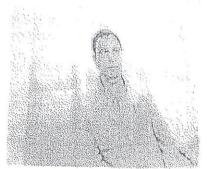
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उप / सर्युंकत पॅजीयन अधिकारी

च्यासकर्ता Anjlee Prakash

न्यासी Priya Prakash

गवाह Ramit K Lalit

गवाह Atul Sharma

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Mahender S. Punia Gurugram Regd. No. 3999

Regd. No. 3999

Revenue Department Haryana

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charitable trust i.e. (a) education, and (b) for advancement of any other object/or objects that are legally charitable and of general public utility or public charitable purposes.

Without prejudice to generality of their powers and subject to the limitations or conditions contained above, Trustees shall each year apply the residue of the income of the Trust Property and may at their discretion at any time and from time to time also apply Trust Property or any part of the Trust Property in or towards all or any one or more of the following objects and in such proportion and manner as the Trustees in their absolute discretion may think proper:

- (a) To open, set up, take over and operate educational institutions under different models, including under the K-12 segment, with the main objective of spreading, expanding and/or promoting education and learning in all fields and branches.
- (b) Torun, maintain or assist any educational or other institution for coaching, guidance, counselling or vocational training and/or grant of monetary assistance and establishment of endowments at any pre-schools, schools, colleges, vidyapiths, balmandirs, study centres, research institutes, universities and other institutions or funds imparting and promoting education, knowledge and training of students;
- (c) To establish, control and manageand technical/professional institutions, social and cultural institutions and allied education institutions not providing formal degrees;
- (d) To spread knowledge amongst the masses for promotion of education and learning in all branches and field of education;
- (e) To advance Indian culture and literature, service of this country for the benefit of our nation.
- (f) To train teachers and workers in ideals and practice of the true spirit of the education and learning.
- (g) To establish research and training center(s) for the furtherance of education/learning in it's various fields and branches. Development and carrying 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
- (h) To undertake propaganda, training and education of the masses either of its own or in cooperation with similar agencies working for the cause of all round development of the society.
- Supply of books, food and clothes and fees to students or scholars or grant of monetary assistance to them for such purposes as aforesaid;

(j) To bring, publish and sell, distribute books, periodicals, leaflets, brochures and papers and also to open and maintain libraries, reading rooms for the promotion of the objects of the Trust.

(k) To function as a Non-communal Trust and as a secular organisation

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Gurugram Regd. No. 3999

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THE SHRIRAM MILLENNIUM SCHOOL GURUGRAM

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Reg. No.

Reg. Year

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2017-2018

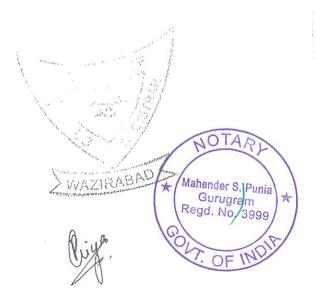
### प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 1,340 आज दिनोंक 19/05/2017 को यही नः 1 जिल्द नः 2 के पृष्ट २: 137 पर पँजीकृत किया गया तथा इसकी एक प्रति अतिरिकत बही सख्या । जिल्द २: 36 के पुष्ट संख्या 72 से 73 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और मवाहा न अपने हस्ताक्षर⁄निशान अंगुठा मेरे सामने कियं है ।

दिनॉक 19/05/2017

उप / सर्युंकत पंजीयन अधिकारी

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Revenue Department Haryana

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- To acquire and maintain the movables and immovable properties for achieving and said
- To conduct workshops for teachers, academicians and public on educational technology, (m) processes and methodologies and conducting teacher training activities
- To confer title on eminent personality in the field of science, education, literature etc.;
- To organize educational trips and other mentally stimulating educational programs to enrich the personality of the students;
- To advance any other objects of general public utility; (p)
- To affiliate and collaborate with other societies, trusts, non- profit organizations having (q) aim(s) and objects similar to the Trust;
- To establish, acquisition, operation, management, maintenance, support the colleges to impart education in the area of higher education especially in the emerging fields like electronics, bio technology and other allied fields.
- To promote education and learning in all branches of knowledge;
- To make donations to other societies, trust and non-profit institutions, permissible under (t) law, which are having the same object(s) as the Trust in furtherance of achieving the objects mentioned herein;
- To create awareness amongst masses through educational classes and seminars and to help the governmental organizations in achieving the welfare objects and implementations of the welfare programmes;
- To develop awareness among people towards environment and to make best possible efforts to protect the environment;
- (w) To give financial or other assistance in kind by way of distribution of books, notebooks, cloths, uniforms, or meals for the poor and indigent and to the persons suffer due to natural calamities.
- To invest the trust properties in lands, building , offices or in various kinds of financial instruments including debt

To provide loans and advances to other NGO's and to deploy the surplus funds of the trust into various interest bearing securities and loans SOTA

To employ consultants , conduct market research , participate in seminars and make events for the benefit of the organization and the field of education in general events. Funia

Gurugram The Trust shall be an irrevocable public educational, cultural trust for the depetit of all persons Regd. No. 3999 belonging to whatever community irrespective of caste, creed or religion, the votees shall stand possessed of the said amount of corpus endowed by the Settlor of the trust and such and

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Attested to be True CopyHE SHRIRAM MILLENNIUM SCHOOL GURUGRAM

MAHENDER SINGH PUNIA Advocate & Notary

Distt. Gurugram, Haryana, India





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Advocate & Notary
Distt. Gurugram, Haryana, India

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THE SHRIRAM MILLENNIUM SCHOOL GURUGRAM

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properties (both movable and immovable) as may be acquired from time to time by the Trust, by purchase, exchange, grant, allotment, subscription, endowment, donation, contribution, or in any manner to whatsoever (ail of which shall be designed as Trust properties) on the Trust herein

## FIRST TRUSTEES

The following persons have agreed to and shall act as First Trustees:

- (A) Mrs. Dr. Anjlee Prakash, daughter of Late Mr. Ravi Gupta, resident of C-11/1, DLF City Phase-I, Gurgaon-122002.
- (B) Ms. Priya Prakash, daughter of Mr. Shantanu Prakash, resident of C-11/1, DLF City Phase-I, Gurgaon-122002.

## BOARD OF TRUSTEES:

The Board of Trustees shall comprise of a minimum of two and a maximum of five Trustees, of

- LLF shall be entitled to nominate for appointment of One Trustee (such Trustee being a (i) "LLF Trustee"). In accordance with this entitlement, LLF has appointed the following First Trustees on the Board:
  - (A) Mrs Dr. AnjleePrakash ,Daugher of Late Mr. Ravi Gupta, resident of C-11/1, DLF City Phase-I, Gurgaon-122002. ("LLF Trustee")
- Priya Prakash shall be entitled to nominate for appointment of twoTrustees (such Trustee (ii) being a "PriyaTrustee") in addition to herself with such powers and responsibilities as she may deem fit.
- Board of Trustee shall be entitled to appoint one more of the Trustees by passing a (iii) resolution which shall require consent of majority of the Trustees on the Board of Trustees.

(All the members of the Board of Trustees including the First Trustees are herein jointly referred to as the "Trustees" and individually as the "Trustee")

APPOINTMENT AND TERM OF OFFICE OF THE TRUSTEE 7.

7.1 LLF Trustees

Mahender S. Punia Gurugram Regd. No. 3999

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THE SHRIRAM MILLENNIUM SCHOOL GURUGRAM

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Distt. Gurugram, Haryana, India

THE SHRIRAM MILLENNIUM SCHOOL GURUGRAM

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- (i) LLF may, at any time and as often as it may require, by written notice to the Board of Trustees (i) require the removal of any such LLF Trustee and shall be entitled to nominate another person in place of such LLF Trustee so removed; and (ii) in the event of the such LLF Trustee.
- (ii) The LLF Trustees shall hold the office for life and shall continue to be the Trustees of the Trust until LLF removes them from the Board of Trustees.

## 7.2 Other First Trustee

- (i) Ms. Priya Prakash (the"Other First Trustee") may, by written notice to the Board of Trustees, nominate an alternate Trustee for that Other First Trustee. The Board of Trustees shall appoint any alternate Other First Trustee so nominated.
- (ii) The Other First Trustees namely MsPriya Prakash, shall hold the office for life and shall continue to be the Trustees of the Trust until shevoluntarily resign.
- (iii) The Priya trustee whenever nominated would hold office for life and shall continue to be the trustee of the trust, until he/she voluntarily resigns.

## 7.3 Other Trustees

- (i) The Board of Trustees shall have the right to appoint a new member in the Board of Trustees subject to the maximum number of Trustees mentioned above.
- (ii) The tenure of all Other Trustees shall be one year from the date of their appointment and may be extended for such further term as may be decided by the Board of Trustees.

# 8. POWERS, FUNCTIONS AND DUTIES OF THE TRUSTEES

- 8.1 The Trust Property shall vest in the Trust. The Trustees shall manage the whole Trust Property and affairs of the Trust and shall have all powers, duties and functions necessary proper and incidental to the promotion and carrying out of the objects of the Trust;
- 8.2 In particular and without prejudice to the generality of the foregoing, the Trustees shall for the purposes of this Trust have the following powers, duties and functions:
  - To acquire by gift, grant, purchase, exchange, lease, or otherwise lands, buildings, or other immovable properties and also any movable property;
  - (ii) To construct and maintain buildings, to alter, to demolish or improve them and equip them suitably;

(iii) To accept gifts, donations, endowment and contributions for the Trust and the same shall be treated as the income of the Trust.

(iv) To raise loans, to receive monies, securities or other movable property behalf of the Trust.

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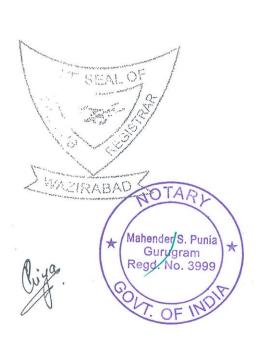
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- To associate with any trust, accept any trust fund or endowment so long as the provisions of such Trust or endowment are in consonance with the objects of this Trust.
- To award scholarship and make donations calculated to promote the objects of the Trust.
- (vii) To enter into contracts, or engagements on behalf of the Trust.
- (viii) To consider such proposals submitted by Sub --committee, if any, appointed by this Trust and allocates such funds if necessary as deemed necessary for the implementation of the programs.
- To make, sign and execute all such documents instruments, as may be necessary or proper for carrying on the management of the Trust Property and affairs of the Trust.
- To invest such monies and such funds of the Trust and to vary the investment as and when it may seem necessary or proper provided that such investments shall be made only upon immovable properties or upon securities as the Trustees may deem fit, under section 20 of the Indian Trust Act, 1882.
- (xi) To sell, transfer or otherwise dispose of any immovable property of the Trust provided all the Trustees unanimously resolve that it is in the interest of the Trust to do so to sell or lease, mortgage or otherwise dispose of any movable and immovable properties of the Trust.
- (xli) To appoint a committee/committees of management, if necessary, for such terms and with such powers as may be specified from time to time, for carrying on the routine management of the affairs of the Trust.
- (xiii) To appoint such employees on such terms and conditions as the Trustees may deem fit for carrying out the work of the Trust and exercise control all such employees including the power of suspension, dismissal and removal.
- (xiv) To frame Bye-Laws and such other regulations as are required for achieving itsobjectives,
- (xv) Out of the income of the Trust Property the Trustee shall be entitled to spend or incur the following expenses namely:
  - All rates, taxes, cess, assessments, dues and duties if any payable to the government (a) to any municipal or other public bodies in respect thereof or any part thereof;
  - The premium for the insurance of the buildings or any other insurable property (b) movable or immovable for the time being forming part of the Trust Property.
  - The costs of ordinary repairs and for providing any amenities to the buildings for the (c) time being forming part of the Trust Property.

The cost of making such additions/alterations or improvements to or in the buildings (d) forming part of the Trust Property, as the trustees shall think fit

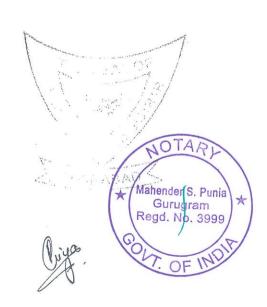
Wages and salaries of any manager, supervisor/accountants (e) servant or other employees employed by the Trustees in the carrying current of the carrying cur

Regd. No. 3999

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MAHENDER SINGH PUNIA Advocate & Notary

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MAHENDER SINGH PUNIA
Advocate & Notary
Distt. Gurugram, Haryana, India

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- (f) Cost and expenses of keeping the Trust Property in good condition.
- (g) Cost and expenses for installing and renovating the electrical and other installations in the building for the time being forming part of the Trust Property.
- (h) The architect's fee and legal charges and fee payable to other professionals engaged in the course of administration of the Trust.
- (i) All other costs, charges and expenses of and incidental to the management and administration of the Trust Property in accordance with the objects and purposes hereof or which may be incidental thereto.

After deducting the costs charges and expenses incurred by the Trustee's as aforesaid out of the total gross income received by them from the Trust Property the balance that is the net income will be utilized for the objects of the Trust, as decided by the Board of Trustees.

### 9. SECRETARY

The Board of Trustees will appoint one of the Trustees as the Secretary of the Trust. All meetings of the Trustees will be called by the Secretary as and when required by the Trustees. The secretary of the Trust would be MsPriyaPrakash

## 10. TERMINATION OF THE OFFICE OF THE TRUSTEE

Trustee shall cease to hold office:

- i) if he dies;
- ii) if he is found to have acted against the interest of the Trust;
- iii) if it is decided by the Trustees above that his continuation in the office is against the interest of the Trust. This is to be decided in the meeting of the Board of the trustee and a resolution in the meeting with simple majority shall have to be passed. However, before such removal, the Trustee shall be served with a notice prior to the meeting notifying such Trustee of the intention to move such resolution and the reasons thereof. In the notice it should be mentioned that such Trustee is permitted to file a written representation addressed to the Board of Trustee, within seven days of the receipt of such notice. The written representation, if received within such seven days, shall be circulated along with the notice and agenda of the meeting of the Trustees. The representation of such Trustee, if received after such period of seven days but before the stipulated time of such meeting, shall be read by the Chairperson before the start of discussions on the removal of such Trustee. Such Trustee shall also be permitted to make oral representation in the meeting during such discussions. This clause does not apply to Life Trustees

iv) Upon expiry of the term as mentioned in Clause 7 above.

11. AFFAIRS OF THE TRUST

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Mahender S. Punia Gurugram Regd. No. 3999

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MAHENDER SINGH PUNIA Advocate & Notary Distt. Gurugram, Haryana, India THE SHRIRAM MILLENNIUM SCHOOL GURUGRAN

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MAHENDER SINGH PUNIA Advocate & Notary Distt. Gurugram, Haryana, India

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(a) MANAGEMENT AND CONTROL — The management and control of the Trust and the Trust Properties shall vest in the Board of Trustees.

## (b) MEETINGS AND PROCEEDINGS OF THE TRUSTEE

All meetings of the Trustees will be called by the Secretary as and when required by the Trustees subject to minimum of four meeting in a calendar year. The Board of Trustee shall choose one of their members to be the Chairperson of the meeting. The Chairperson shall preside over the meeting of the Trustees.

### (c) NOTICE

21 days' Notice shall ordinarily be given in writing for a meeting of Board of Trustees.

Notwithstanding the foregoing, the Secretary/Board of Trustees may at any time convene an urgent meeting of the Board of Trustees.

### (d) QUORUM

The quorum necessary for the transaction of the business shall betwo members of the Board of Trustees including at feast two Life Trustees

### (e) PROXY

In the event that any of the Trustees is unable to attend the Board meeting personally, a proxy may be given to another Trustee to attend and vote at the Board meeting on his/her behalf. The instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney duly authorized in writing and shall be deposited with the Trust not less than two days before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote and in default the instrument of proxy shall not be treated as valid. For avoidance of any doubt, a proxy must be a Trustee of the Trust.

## (f) ADJOURNMENT OF THE MEETING

If the required quorum is not present within half-hour of the time fixed for a meeting, the meeting shall stand adjourned and shall be convened again after a period of 3 days at the same time and place. However, if the required quorum is not present even at such adjourned meeting, then the meeting shall be cancelled.

### (g) VOTING

Decisions of the Board of Trustees may be made at a meeting or by einculation of papers to them. Normal matters of routine nature may be circulated and decision obtained. The important matters are to be decided at the meeting. All matters arising for disposal shall be decided by a majority of the Board of Trustees present at the Meeting. The Chairperson shall not have a casting vote.

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THE SHRIRAM MILLENNIUM SCHOOL GURUGRAM

Regd. No. 3999

Attested to be True Copy

MAHENDER SINGH PUNIA Advocate & Notary Distt. Gurugram, Haryana, India

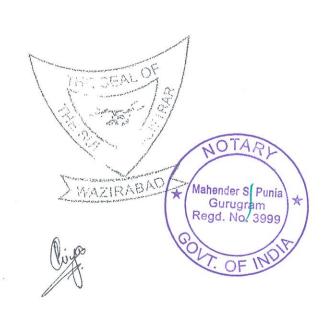
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Advocate & Notary
Distt. Gurugram, Haryana, India



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The Trustees may accept any donation or contribution in cash or in kind and any moveable or immovable property or properties for the objects of the Trust herein contained upon such terms and conditions as they may in their absolute discretion think fit and proper.

#### 18. **AMENDEMENTS**

No amendments to the Trust Deed shall be made which may prove to be repugnant to the provisions of Section 2(15), 11, 12 and 13 and 80G of the Income Tax Act, 1961 as amended from time to time.

#### 19. ARBITRATION

The Trust will be governed by the laws of India and 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 in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

### 20. SUITS BY AND AGAINST THE TRUST

The representative authorised by the Board of Trustees shall be entitled to file suit on behalf of the trust and to refer to arbitration all actions proceedings and disputes touching the Trust Property and to compromise and compound the suits filed. The Board of Trustees shall 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.

#### 21. INDEMNITY

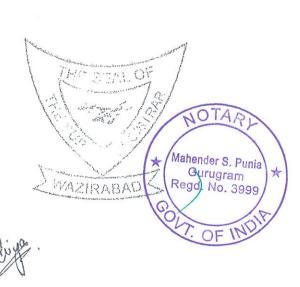
The Trustees for the time being of these presents shall be chargeable only for such monies, stocks, funds, deposits and securities as they shall actually receive, notwithstanding their signing of any receipt for the sake of conformity and shall be answerable or accountable only for their own acts, receipts, 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 of 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 gross neglect or willful demeanor.

Without prejudice to the right of indemnity available to the Trustees libeer any law, the Trustees shall be entitled to be indemnified out of the Trust's Property in respect of all claims, liabilities, damages and expenses, including legal fees, to which they be comevalaises in the execution of

Gurugram Regd. No. 3999

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the Trust hereby declared or any of the powers, authorities and discretion vested in them pursuant to this Deed or arising from the Trust hereby declared and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way in relation to this Trust, and the Frustees may retain and pay out of any money in their hands all sums necessary to effect such indemnity provided that the action or omission giving rise to such claim is not in material violation of this Deed and does not involve willful and gross negligence, fraud or violation of laws by the Trustees.

The Trustees shall not be responsible for any loss or expenses resulting to the Trust, from the insufficiency or deficiency of value of or title to any Property or the insolvency or wrongful act of any debtor or any person under obligation to the Trust or anything done or omitted to be done or suffered by the Trustees in good faith, bonafide and with due diligence and care.

#### 22. MISCELLANEOUS

- The benefit of this Trust and the income from the Trust Property shall be given to persons (a) irrespective of any religion, sex, caste, creed or community and activities of the Trust will be confined to the territory of India and no activities of the Trust shall be carried outside India.
- (b) The Trustees shall apply and try to obtain all concessions, benefits and allowances as are available, in law in the matter of taxation, investments, and exemptions.
- (c) 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 utilization 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.
- The Trust is irrevocable. (d)
- (e) If any of the aims and objects or any provision of this Deed of Charitable Trust is inconsistent with the character of the Trust as a public charitable one either under the provisions of law and regulations relating to public charities or the law and rules under direct laws relating to exemptions of such public charitable trusts, now or as may be amended from time to time, such objects or provisions will be treated as non est in this Deed of Charitable Trust and will stand omitted or modified so as to be consistent with such laws.
- Unless the context otherwise implies, the expression 'Trustees' in this deed shall mean and (f) include the trustees hereby appointed by this Deed of Charitable Trust or any other person appointed as trustee, but shall not include person who have ceased to hold the office of Trustee by virtue of this Deed.

The activities of the Trust would be purely of charitable nature not motivated for broat and the (g) Trustees shall not take any undue benefit or gain from the Trust.

The activities of the Trust would be confined to the territory of India

23. DISSOLUTION

> The Trust created by these presents shall be irrevocable provided the Trustees are of the unanimous opinion that the Trust has failed to function. In that event of dissolution of the Trust, the Trust Property remaining on the date of dissolution shall under the circumstance be distributed among the Trustees but such dissolution shall be effected by an instrument in writing under their hands and the remaining Trust Property after clearing all debts and liabilities of the

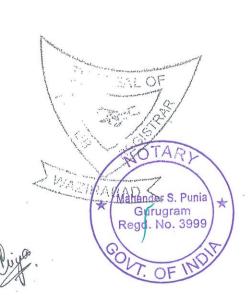
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Advocate & Notary
Distt. Gurugram, Haryana, India

THE SHRIRAM MILLENNIUM SCHOOL GURUGRAM

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Trust shall be transferred to and amalgamated with the property of some other organization or association having aims or objects similar or more or less similar to the aims and objects of the Trust in accordance with the applicable law.

IN WITNESS WHEREOF the Settlors have set his hands the day and year first herein above written.

Anjlos Prakash

Witnesses:

Name: Atul Sharma

S/o Sh. Ram Prakash Sharma

R/o G-47, JalvayuVihar,

Sector 29, Faridabad - 121 008

Occupation:

Occupation:

Mahender S. Punia Gurugram Regd. No/3999

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