

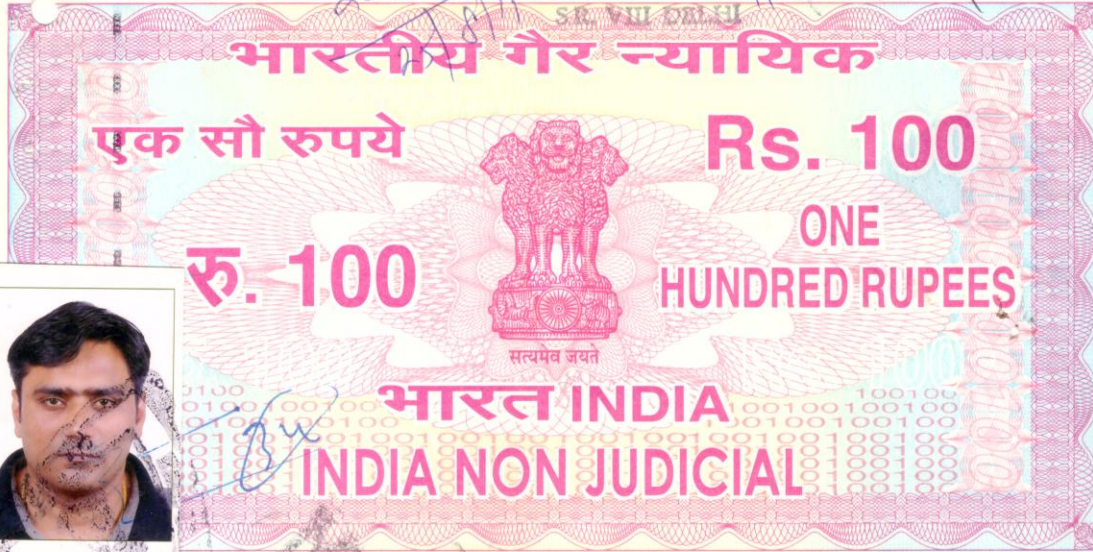
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REGN. F&S RS.

SR. VIII DELHI

4067



दिल्ली DELHI

TRUST DEED

P 871265

This declaration of Public and Charitable Trust is made and executed at New Delhi on this 23rd day of August, 2011 by Mr. Sanjeev Rathi S/o Late Rammehar Rathi R/o 125-A, Krishan Kunj Colony, Near Lovely public School, Laxmi Nagar, Delhi-92 (hereinafter collectively referred to as "The Settlor") which expression wherever the context so permits, shall mean and include his heirs, executors, administrators, legal representatives and assigns of the one part.

WHEREAS the SETTLOR, is desirous of creating an endowment by setting apart and

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20 AUG 2011



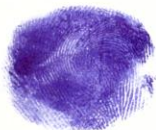
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Sl. No. *16* Date *1-8-2011* RS. *12500*
Name *Suraj Singh* *Prakash Pr*
R/o *12500*
Purpose *Through*
w.e.f. 1.04.2011 to 31.03.2012
RADHA SHARMA, L. No. 458
Mokardooma Court, Shahdara Delhi-110032

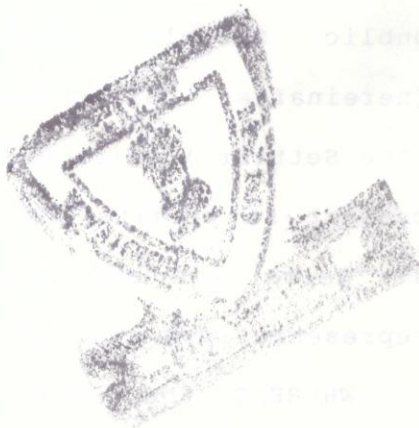
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Prakash Pr



Deepali





दिल्ली DELHI

P 871266

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establishing a fund for public charitable objects and purposes in India. These objects and purposes are expressed in this trust deed under the name and style of "R M Memorial Educational Trust" having its principal place at: 125 - A, Krishan Kunj Colony , Near Lovely public School, Laxmi Nagar, Delhi-92

The names and addresses of the first trustees are as follows:

1. Mr.Sanjeev Rathi S/o Late Rammehar Rathi
R/o 125-A, Krishan Kunj Colony, Near
Lovely public School, Laxmi Nagar,
Delhi-110092.

Contd...3

RegNo. 8067

Date 25/08/2011

Deed Related Detail

Deed Name	TRUST	TRUST	20 AUG 2011
Land Detail			
Tehsil/Sub Tehsil	Sub Registrar VIII	Area of Building	0 बंग फुट
Village/City	Kishan Kunj	Building Type	RS...
Place (Segment)	Kishan Kunj	Name	S/D/W/O
Property Type	Commercial	R/o	
Area of Property	0.00	Purpose	Through
		Stamp Duty Paid	800.00 Rupees
Consideration Value		10,000.00 Rupees	
Value of Registration Fee		1,000.00 Rupees	Pasting Fee 100.00 Rupees

This document of TRUST

TRUST

Presented by: Sh/Smt.

S/o, W/o

R/o

Sanjeev Rathi

Rammehar Rathi

125-A Krishan Kunj Cly. Nr. Lovely Public School
Laxmi ngr Delhi

in the office of the Sub Registrar, Delhi this 25/08/2011 day Thursday
between the hours of

Signature of Presenter

Registrar Sub Registrar
Sub Registrar VIII
Delhi/New Delhi

Executed and presented by Shri /Ms. Sanjeev Rathi

and Shri / Ms. R M Memorial Educational Trust

Who is/are identified by Shri/Smt/Km. Pradeep Rathi S/o W/o D/o Ram Mehar Rathi R/o 125-A Krishan Kunj Cly. Laxmi ngr Delhi

and Shri/Smt./Km Deepali Rathi S/o W/o D/o Pradeep Rathi R/o 125-A Krishan Kunj Cly. Laxmi ngr Delhi

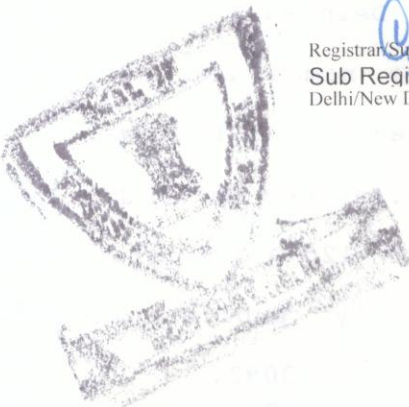
(Marginal Witness). Witness No. II is known to me.

Contents of the document explained to the parties who understand the conditions and admit them as correct.

Certified that the left (or Right, as the case may be) hand thumb impression of the executant has been affixed in my presence

Date 10/09/2011

Registrar Sub Registrar
Sub Registrar VIII
Delhi/New Delhi





दिल्ली DELHI

P 871267

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2. Mrs. Phoolkali Rathi W/o Late Rammehar
Rathi 125-A, Krishan Kunj Colony, Near
Lovely public School, Laxmi Nagar,
Delhi-92.
3. Mr. Vipin Kumar S/o Mehar Chand Arya, KA-
45, Kavi Nagar, Ghaziabad, U.P.

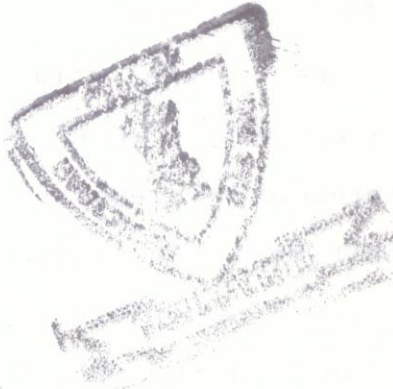
The above trustees herein under
collectively called the 'Trustees' which
expression wherever the context so permits,
shall mean and include their successors in
office, executors, administrators and
assigns, of the other part.

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hmi

20 AUG 2011

L. No. 17607 Date..... Rs.
Name..... S/D/W/O.....
R/o.....
Purpose..... Through.....
w.e.f. 1.04.2011 to 31.03.2012
RADHA SHARMA, L. No. 458
Mankardooma Court, Shahdara, Delhi-110032



The aforesaid First trustees have also signed this deed in acceptance of the office assigned to them.

In response to the desire to provide for the Public Charitable Objects like:

- a) To provide quality education to the economically weaker section in India.
- b) To provide education to the disadvantaged populace and to develop their skills in order to make them empowered and independent.
- c) To inspire the populace through various medium of communications including electronic, seminary, etc., to think, act and achieve as spiritual beings for realizing their full potential in their respective fields of Endeavour and strive with selfless dedication to usher so urgently required in contemporary society.
- d) To own, lease, trade, manage and develop learning tools, materials, gadgets, computers, desktop, laptop or servers, networking and rendering consultancy

services to aid in the education process of the schools/colleges and facilitate a much better learning environment.

- e) To involve people and voluntary organizations in implementation of the objects of the Trust.
- f) To raise funds in furtherance of the objectives of the trust from the Public and/or Financial Institutions, Indian or Foreign, on such terms and conditions as may be agreed by the Board of Trustees.
- g) To accept donations either in cash or kind and/or under any arrangements and to raise monies otherwise, for the purposes of carrying out the objects and activities of the Trust and to accept subscriptions and gifts of moveable or immovable properties for the same purpose.
- h) To borrow and raise monies for the purpose carrying out the objectives of the Trust in such a manner and from such persons as the Trust may think fit:
- i) To acquire land, purchase buildings, construct or take on lease or exchange

or hire any moveable or immovable properties or rights or privileges for the purpose of carrying out the objects of the trust. Any other general public utility.

- j) Doing any or all of the above through the Trust or Trust property, or through any other person authorized to do so and such other things either alone or in conjunction with others as are incidental or conducive to the attainment of the above objects or any of them; and to employ person(s) on payment of salary or otherwise, looking into efficiently carrying out the activities of the Trust.
- k) To do any or all of the above of the benefit and use of general public (hereinafter referred to as the "beneficiaries") without any discrimination on the basis of religion, caste, creed or color.

AND WHEREAS the said "R M Memorial Educational Trust" is to be administered by

Contd...7



the trustees appointed hereby for the general welfare of such persons as referred to herein and particularly for the purposes of receiving financial assistance from the Settlor or any other person(s) for the provision of benefits to such persons.

AND WHEREAS the Settlor for effectuating the said desire and intentions has transferred and handed over a sum of Rs.10,000/- (Rupees Ten Thousand Only) to the Trustees to hold and take over the same forever upon Trusts hereby created and subject to the provisions, powers, agreements and declarations hereinafter appearing and contained of the concerning them.

AND WHEREAS the Trustees have acknowledged the receipt of the said sum of Rs. 10,000/- (Rupees Ten Thousand only) and have assumed complete possession thereof on 25th day of August, 2011 subject to the provisions, powers, agreements and declarations hereinafter appearing and contained of and concerning them.

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AND WHEREAS the Trustees shall have the power to relocate the registered office anywhere in India in accordance with the law.

NOW THIS INDENTURE THEREOF WITNESSETH AS
FOLLOWS:-

1. That the name of the Trust shall be "R M Memorial Educational Trust".
2. The first Trustees of the Trust are:
 - 1) Mr. Sanjeev Rathi
 - 2) Ms. Phoolkali Rathi
 - 3) Mr. Vipin Kumar

The minimum number of Trustees of the Trust shall be two and maximum number of Trustees at one time shall not exceed Ten. The existing strength of Trustees may be increased from time to time within the provided maximum, on any single occasion or on different occasions.

The term of office of the Trustees except the Chairperson shall be of two years from the date of these Present, on the conclusion of which the Trustee(s)

Contd...9

shall retire, and will be eligible for re-nomination.

If any of the Trustees die, retire or become incapacitated to act as Trustee, or is convicted of any offence involving moral turpitude or is adjudged insolvent, becomes insane or of unsound mind, then and in every such case, there shall be a vacancy in the Board.

A Trustee may be removed from office for misconduct or for obstruction of the functioning of the Trust by a resolution adopted by $3/4^{\text{th}}$ of the Trustees present and voting.

Except for the trustee being disqualified from acting as trustee under various circumstances mentioned hereinbefore the first trustees can in no circumstances be voted out or debarred from acting as trustee.

Vacancies shall be filled by the remaining Trustees at a meeting specifically called for the purpose.

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3. The Trustees shall henceforth hold and stand possessed of the said sum (hereinafter for brevity sake referred to as the "Trust Fund" which expression shall unless repugnant to the subject or context also include any other property and investments of any kind whatsoever into which the same or any part thereof may be converted, invested or varied from time to time and those which may be acquired by the Trustees or come in their hands by virtue of these presents or by operation of law or otherwise howsoever in relation to these presents including all donations, gifts, bequests and legacies either in cash or other properties movable or immovable or otherwise howsoever which may be received by the Trustees from time to time for the purpose of these presents upon the trust and with and subject to the powers, provisions, agreements and declarations hereinafter declared and contained of and concerning the same.

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4. The Trustees shall hold the sums covenanted by this Deed and any further sums may be paid under any future Deed or covenant or otherwise upon trust at their discretion to pay or apply the same to or for the benefit of all the beneficiaries or any or more of them to the exclusion of the other or others in such shares or in such manner in all respects as the Trustees in their discretion may think fit: provided always that the trustees may at their discretion postpone the application of the whole or any part of the same received at any particular time and apply the same at a later time.
5. Instead of meeting such expenditure directly, the trustees shall also have the power to reimburse the same where the beneficiaries have already incurred the same.

The grant of benefits enumerated herein shall be in the sole discretion of the Trustees and none of the

Contd...12



beneficiaries thereof shall have the right to claim any of the said benefits as a matter of right. The Trustees shall be empowered to reject any application in that behalf without assigning any reason therefore.

POWER OF TRUSTEES

- 6a) Trust will be sued or shall be entitled to sue through any trustee(s) duly authorized as decided in that behalf by the Trustees or a majority thereof.
- b) It shall be lawful for the Trustees to compromise or compound any action, suit or proceedings, difference or demand relating to the Trust property and the funds as they may think proper and to refer any such differences or demands to arbitration and to execute all documents expedient for such purposes and in all cases in which any question of law or equity shall arise relating to the Trust funds or any of them to settle and arrange the same in such manner as they may be advised by their Solicitor or

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Counsel and to abandon any claim as they may be advised and to adjust, settle and approve all accounts relating to the Trust funds and to execute and do all releases and things relating to the Trust Fund as fully and effectually as the Trustees could do if they were the absolute owners of the Trust Fund and without being answerable for any loss which may be occasioned thereby.

CONTRIBUTIONS

7. THE TRUSTEES may at any times invite and receive or without such invitation receive any voluntary contributions or donations from the Settlor and other persons for all or any of the objects and purposes mentioned above provided that they are not inconsistent with any of the objects of the said Trust. Any such donation may be accepted either with or without any special conditions as may be agreed upon between the Donor and the Trustees provided that such conditions are not inconsistent with the

Contd...14

intents and purpose of these presents. All such contributions shall be treated as forming part of the trust Fund being the subject matter of these presents and be applied accordingly and the Settlor do direct that it shall always be for the Trustees in their absolute discretion to decide whether they should invite or adopt any such donation or grant as aforesaid and they shall be at liberty to refuse any donation without giving any reason for such refusal.

DURATION/DISSOLUTION

8. The Trust will be valid until the winding up. The dissolution/winding up of the accumulated corpus and the assets of the Trust shall be donated to a Trust/Society/institution — with same/similar objects of Public Charitable nature or education/relief of the poor.

RULES AND REGULATIONS

9. SUBJECT to the provisions of Clause 13 and 16 it shall be lawful for the

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2.

Trustees from time to time to frame such rules and regulations for the management and administration of the said Trust as they shall think fit and to add, alter, amend, substitute or vary the same and to make new rules and regulations provided that such rules and regulations shall not be inconsistent with the objects of the Trust.

MEETING OF TRUSTEES

10. a) SUBJECT to the provisions of Clause 11 hereof, the Trustees shall form and regulate their procedure relating to meetings of the Board of Trustees and the quorum of any such meeting shall be three Trustees present in person. The Trustees shall, except with reference to the requirement of quorum, be entitled from time to time to alter or change their procedure as framed or regulated.
- b) A meeting of the Trustees for the time being at which a quorum is

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present shall be competent to exercise all or any of the powers of Settlor and discretions by or under the said Trust vested in the Trustees or otherwise exercisable by them. This provision shall also apply to any exercise of the power of Settlority or discretion of the Trustees by any instrument in writing under the rules and regulation as mentioned in Clause 9 above.

CHAIRPERSON

- c) The Trustees may from time to time elect from among the Trustees of these presents a Chairperson of the Board of Trustees and determine the period for which he/she is to be hold office. If at any meeting of the Trustees the Chairperson is not present within fifteen minutes of the time appointed for holding the same, the Trustees present may choose one of their numbers to be

Contd...17

the Chairman of the meeting. The Chairman shall preside at all meetings of the Board of Trustees.

RESOLUTION BY CIRCULATION

11. SUBJECT to the provisions if Clause 13 and 16, no resolution shall be deemed to have been duly passed by the Trustees or by any Committee hereinafter mentioned, by circulation unless the resolution has been circulated in draft together with the necessary explanation/paper (if any) to all the Trustees, at their usual address in India and has been approved by the Trustees, or by a majority of them.

QUESTIONS: HOW DECIDED

12. SUBJECT to the provisions of clause 13 and 16 hereof; in case of difference of opinion arising among the Trustees and in all matters wherein the Trustees, for the time have a discretionary power, the votes of the majority of the trustees, for the same being in the matter shall prevail and shall be binding on all the

Trustees including the Trustee(s), who may not have voted. Provided however that if as a result of one Trustee not having voted the Trustees shall be equally divided in opinion, the matter shall be decided according to the casting vote of the Chairperson of the Board of Trustees or the Chairperson of the meeting as the case may be. This clause shall also apply to any exercise of the power or Settlority or discretion of the Trustees by instrument in writing as mentioned in rules and regulations as per Clause 9 above.

VACATION OF OFFICE

13. If the office of a Trustees or Trustees is vacated the remaining Trustees shall, until such time as the vacancy or vacancies are filled within the time prescribed be entitled to exercise all the power whether discretionary or otherwise vested in the Trustees and the execution of the Trust declared herein and during such period the provisions of

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Clauses 9, 10, 11 and 12 shall govern the remaining Trustees so far as the same are application, until such vacancy has been filled in, the quorum for the meeting of the Board of Trustees shall be there in case there is only one vacancy and in case there are two vacancies, that is to say, there will only be two continuing Trustees, they shall be deemed to constitute the quorum for the meeting of the Trustees and shall exercise all the powers referred to above.

MINUTES AND ACCOUNTS

14. THE TRUSTEES shall keep or cause to be kept a Minute Book of their proceedings and proper books of account and such accounts shall be audited annually by a Chartered Accountant appointed as Auditors.

BANK ACCOUNTS

- 4) The Trustees shall be entitled to open, operate and maintain a bank account or accounts in the name of

Contd...20

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the Trust. Mr. Sanjeev Rath, Chairperson, may from time to time operate the said account and may at any time pay or cause to be paid or withdraw any moneys forming part of the Trust Fund or the income thereof to the credit of any such account or accounts and either by way of fixed deposit or current account or safe custody account any other account whatsoever. The Trustees may from time to time appoint a person who shall be entitled to operate and maintain a bank account or accounts and may at any time pay or cause to be paid or withdraw any moneys forming part of the Trust Fund or the income thereof to the credit of any such account or accounts and either by way of fixed deposit or current account or safe custody account any other account whatsoever, in the name of the Trust.

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INVESTMENTS

15. NOTWITHSTANDING anything contained in these presents and subject to the provisions of Section 11 (about) and other applicable provisions of the income tax Act, Trust Act etc, the Trustees with a view to produce income for meeting the purposes of the Trust hereinbefore created shall, by an affirmative vote of minimum two Trustees at any meeting, invest the Trust Fund in such securities, shares and like investments as are calculated, in their discretion, to yield maximum income for the welfare of the beneficiaries by virtue of the Trust hereby created. Provided, however, that they may select any one or more of the following modes of investment with power from time to time at their absolute discretion to convert, a vary any investments and securities held by the trustees into or for others of the character hereby settlorized:

Contd...22

- a) Shares or other Securities issued by a co-operative society;
- b) Shares (equity or preference whether involving liability or not) or debentures of any kind issued by Companies registered in India or statutory corporations in India and in units of Unit Trust of India or any other mutual fund regulated under the Securities Exchange Board of India (SEBI) Act;
- c) Debentures, loans, bonds issued by any Government, Municipal or other Local Authority or public body in India;
- d) In Deposits with Schedules Banks or any firm or company of good standing (but not with the Settlor or any firm in which it is a partner or a subsidiary of the Settlor);
- e) In land and/or any other real estate.

16. THE TRUSTEES shall be entitled to vote in respect of any shares or securities held upon the Trusts hereunder mentioned in such manner as the Trustees may think fit for the benefit of the Beneficiaries.

BORROWINGS

17. It shall be lawful for the trustees to borrow or raise or secure the repayment of any moneys borrowed by way of pledge, hypothecation, charge or mortgage of any part of the moveable or immovable properties comprised in the Trust Fund on such terms and conditions as the Trustees may think fit.

DUTIES OF PURCHASER

18. UPON any sale or transfer by the Trustees under the powers aforesaid, the purchasers, transferees or transferors dealing bonafide with the Trustees shall not be concerned to see or inquire whether the occasion for executing or exercising such power has arisen or whether the provision as to the

appointment and retirement of Trustees herein contained have been properly and regularly observed and performed. Neither shall the purchasers or transferees be concerned to see to the application of the purchase or other considerations, or be answerable for the loss by misapplication or non-application thereof.

RECEIPT

19. SUBJECT to the provisions of Clause 23, the receipt by any two Trustees of the income of the Trust Fund for any other moneys or property forming part of the Trust Fund shall be sufficient and shall effectually discharge the person or persons paying, giving or transferring the same for being bound to see to the application or being answerable for the loss by misapplication or non-application thereof. The Trustees may at their meeting delegate the authority to any of the employees of the Trust to issue such receipt jointly with any of the Trustee of the Trust.

TRUST STAFF

21. The Trustees may from time to time appoint one or more employees and servants as the Trustees may deem expedient and fix their remuneration.

AGENTS

22. The Trustees shall have the power at their discretion instead of acting personally to employ and pay any agent (Including Banks) to transact any business or to do any act whatsoever in relation to the said Trust including receipt and payment of money without being liable for loss and shall be entitled to be allowed and paid all charges incurred thereby. The Trustees may also resolve at their meeting to award any contract for any of the operations of Trust including outsourcing of work to any outside agency.

CLAIMS AND DEMANDS

23. It shall be lawful for the Trustees to settle all account and to compromise

Contd...26

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compound or refer to arbitration any action, proceedings, disputes, claims, demands or things relating to any matter in connection with the said Trust and to do all other things proper for such purposes without being responsible for any loss occasioned thereby.

**DEPOSIT OF SECURITIES, DOCUMENTS, ETC.
WITH BANKS**

24. The Trustees may deposit by way of custody, any documents or securities held by them relating to any property belonging to the trust with any bank or Banker and may pay any sum payable in respect of such deposit.

CAPITAL AND INCOME

25. The Trustees shall have the power to determine in case of doubt whether any money or property shall for the purpose of this Trust be considered as capital or income, and whether out of the capital or income any expenses or outgoings ought to be paid or borne and any or every such determination shall be

Contd...27

binding and conclusive provided that nothing herein contained shall be deemed to Settlorize the Trustees to spend the income or corpus of the trust Fund for any purpose not Settlorized by these presents.

RESPONSIBILITIES OF THE TRUSTEES

26. The Trustees shall be respective chargeable only for such Trust Funds and income including money, stocks, funds, shares, and securities as they shall actually receive notwithstanding their respectively signing any receipt for the sake of conformity and shall be answerable and accountable only for their own acts, receipts, neglects or defaults and not for those of the others of any other persons with whom or into whose hands any Trust Fund or Trust income may be deposited or come nor for the insufficiency or deficiency of any stocks, fund shares or securities nor for any other loss unless the same shall happen through their own willful default or dishonesty respectively.

LIMITATIONS

27. The Trustees shall be prohibited from doing the following acts:

- a) Making any distinction or discrimination in the benefits of persons on the ground for caste or religion,
- b) Receiving any salary, remuneration, fees or honorarium for the conduct of the Trust.
- c) Deriving any direct or indirect pecuniary advantage out of the said Trust Properties.

REIMBURSEMENT OF EXPENSES

28. The Trustees may reimburse themselves and pay and discharge out of the Trust Funds or moneys in their hands all expenses incurred in or about the execution of the said Trust in accordance with the rules and regulations framed as per clause 9 above.

Trustees may reimburse themselves genuine expended by them for and on

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behalf of the Trust which may be approved by the Trustees from time of time.

PROFESSIONAL SERVICES

29. If any Trustee shall be a lawyer, accountant, medical practitioner, architect, engineer or any person carrying on any other profession, vocation or business, he or his firm shall be entitled to charge for his or their professional services, including usual profit, costs and charges in spite of the fact that he shall be a Trustee of the Trust as if he had not been a Trustee.

MODIFICATION

30. It is hereby expressly agreed and declared that the Trustees shall have the power by a unanimous resolution in that behalf and after obtaining the previous sanction of a competent Court of Law or Settlority to modify or terminate the powers and/or provision hereof found inconsistent with the

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objects and purposes of the Trust without however effecting in any way the general objects and purposes of the said trust for utilizing the said Trust Fund and the income thereof for the said purpose only for the benefit of all the beneficiaries subject to clauses 4 and about above without distinction of class, creed, religion, community or nationality and TO THE INTENT that the Trust Fund and the income thereof shall at all times hereafter be utilized only for such purposes and not otherwise.

IRREVOCABLE TRUST

31. The Trust shall be and remain irrevocable for all times and the Settlor doth hereby also relinquish, release, disclaim, surrender and determine all their rights, title, interest or powers in the Trust Fund.
32. The Trust shall be extinguished if the fulfillment of its purpose becomes impossible by destruction of the Trust property or otherwise.

Reg. No. 8067 Reg. Year 2011-2012 Book No. 4



Ist Party न्यासकर्ता



IInd Party न्यासी



Witness गवाह

Ist Party

IInd Party

Ist Party न्यासकर्ता :- Sanjeev Rathi

IInd Party न्यासी :- R M Memorial Educational Trust

Witness गवाह Pradep Rathi, Deepali Rathi

Certificate (Section 60)

Registration No.8,067 in Book No.4 Vol No 3,881

on page 29 to 59 on this date 10/09/2011 day Saturday
and left thumb impressions has/have been taken in my presence.

Date 10/09/2011

Sub Registrar

Sub Registrar VIII

New Delhi/Delhi



- 1) Signed, delivered and declared by the above named Settlor Mr. Sanjeev Rath in the presence of following witnesses this deed of declaration of a Trust has been executed at New Delhi on this 23rd day of August, 2011.

WITNESS:

1. Pradeep Rath..... For and on behalf of The Settlor

Sl. Lt. Sh. Ram Mohan Rath

✓ R/o 125 A. Krishna Kunj Colony,
Laxmi-Nagar, Delhi-92
Identity Card No. - IPS 0088559

Pradeep Rath

2. Deepali Rath.....

✓ W/o. Pradeep Rath

R/o 125 A. Krishna Kunj Colony,
Laxmi-Nagar, Delhi-92
Id. No. - IPS 0088575

Deepali

DRAFTED BY

Mohit
Adv
D-4682/10

MOHIT BHARDWAJ, ADVOCATE
CHAMBER NO.D-413, KARKARDOOMA COURTS,
DELHI.
MOBILE NO.9811070701