

80/0

Serial No 66

Date

11/11/2001

50 Rs.



PPNO B 5026910 / MS NO 017544 EC A

E.No. B-1511/2000 (Delhi High Court)

TRUST DEED

PPNO B 5026911

PPNO B 5026868

THIS DEED OF TRUST is made on this 06th day of December 2001 by:

1. Shri. Madan Pal Singh S/o Shri Karam Singh R/o C-493, Yojna Vihar, Delhi.
2. Shri Sudhir Kumar Mittal S/o Shri Bharat Bhushan Lal R/o 1, Bankers Street, Meerut Cantt.
3. Smt. Shubhra Singh W/o Shri A.K. Singh R/o E-350, Nirman Vihar, Delhi-92.
4. Smt. Shashi Rani W/o Shri M.P. Singh R/o C-493, Yojna Vihar, Delhi-92.
5. Shri Atul Kumar S/o Shri M.P. Singh R/o C-493, Yojna Vihar, Delhi-92.
6. Km. Pooja Singh D/o Shri M.P. Singh R/o C-493, Yojna Vihar, Delhi-92.

WHEREAS the settlers of trust are desirous to establish in perpetuity a fund and create a trust for beneficial promotion and propagation of pre-primary, primary, secondary, higher education and knowledge of literature science and technology and for this they are desirous of establishing a trust known " M.P. SINGH FOUNDATION".

And whereas for the aforesaid purpose the settlers are desirous of dedicating Rs.5000/- each, totaling Rs.30,000/- (Rupees Thirty Thousand Only).

Handwritten signature

Handwritten signatures: Mittal, Shubhra

Handwritten signature: Shashi Rani

Handwritten signature: Singh



Contd. on P/2.

26416 6/12/2001 50+50=100/-
 S. No. Date Ra
 Sold to Madan Pal Singh Karan Singh
 1/1000
 VENDOR C-93 Yojna
 L. No. 593 Sub-sec. VIII, Delhi-31
 [Signature]

[Signature]



Tarun 6/12/2001 (54)
 [Signature]
 [Signature]
 C-93 Yojna
 6/12/2001
 [Signature]



[Signature]



6/12/2001 (54) (42) (28) (50) (21) (12)
 1. Madan pal Singh
 2. Sudhakar Singh
 3. Subhash Singh
 4. [Signature]
 5. [Signature]
 6. [Signature]
 Vipul Jindal
 [Signature]

[Signature]



6/12/2001
 [Signature]

Shashi Rani [Signature] Singh [Signature] [Signature]



50 Rs.



NOW THIS DEED WITNESSES and we transfer, convey and entrust the amount stated above, to hold the same in trust according to the terms hereinunder:-

1. NAME: The name of the Trust shall be "M.P. SINGH FOUNDATION"
2. REGISTERED OFFICE:

The Registered Office of the Trust shall be situated at C-493, Yojna Vihar, Delhi-92, which may be shifted to any other place as may be decided by the Chairman Trustees, however it shall have liberty to have its branches at any place in India or Abroad.

3. DEFINITION:

The Foundation means " M.P. SINGH FOUNDATION".

4. OBJECTIVES:

(A) The main aims and objects of the Foundation are :

1. To promote, establish, run, develop and manage institutions and organizations in various fields beneficial to the community at large without any discrimination of cast, colour & creed, engaged in the activities such as social welfare, and advancement of education, particularly pre-primary, primary and secondary education, higher education, social science, law, management, engineering, medical, veterinary, agriculture education, hospital, dairy development, vedic science, cultural education, sports and technology education and any other activities in the interest of social, economic, educational and cultural development of the nation in general, particularly in the State of Delhi, Uttar Pradesh & Haryana.

2. (a) To impart sound and liberal education to boys and girls during their impressionable years—a type of education that will lay stress on character building, team work esprit de corps physical development and will infuse in school children a spirit of adventure, fair, play and justice.

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2646/A 6/12/2001 50/-

S. No. Date Rs.
Sold to
Street
City
Dist.
Through
Rate VENDOR
L. No. 299, sub-registry-VIII, Delhi-31

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(b) To develop among its students a feeling of pride in Indian culture and to produce citizens who will be truly Indian and will rise above social, communal, religious or provincial prejudices.

(3) To impart training and facilitate scientific research at all levels, including undergraduate and post graduate levels in the diagnosis and treatment in all branches of education.

(4) To devise and practice effective measures for rendering medical facilities to all sections of public whether in medical institutions or at homes or at other places where it may be required.



(5) To establish, provide, maintain and assist research laboratories and other experimental institutions for doing research and to hold or sponsor seminars & conferences.

(6) To render, advice, give consultation, promote utilization of research and enhance, develop, exchange research programmes and establish cooperation between institutions engaged in research in various fields of modern education.

(B) The objects incidental or ancillary to the attainment of the Main Objects :

1. To construct, demolish or alter any buildings which may be necessary or convenient for its objects.
2. To provide hostels and residence, as may be needed, for such students and workers who belong to or work for it.
3. To sell, lease, mortgage, charge, surrender, let on hire, exchange, dispose off, or otherwise transfer for consideration or by way of gift all or any portion of its property, rights assets and liabilities to any other Society person or persons.
4. To purchase, take on lease, or exchange, hire, accept as a gift or otherwise acquire or deal in any movable or immovable property or rights therein or privileges thereto attaching, which may be necessary or convenient for its objects.
5. To borrow or raise funds for the Foundation from Bank or other Financial Institutions or Private person, secured or unsecured through pronotes or other obligations or securities of the Foundation or by mortgage or creating charge on the properties of the Foundation.
6. To buy, sell, endorse, negotiate or transfer all Government or other securities and to collect and realise interest, bonus, dividend or profits on such securities.






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7. To invest and deal with its funds and moneys in securities or property and to operate its accounts with any bank, bankers or shroffs etc. upon such terms and conditions and in such manner as may from time to time be determined or deemed expedient.

8. To lend or otherwise employ money belonging to it, to borrow or raise money with or without security by mortgaging or debenture or charging the whole or any part of its property, assets or rights and on such terms and conditions as may be determined from time to time.

9. To do all such other acts and things whether incidental to the powers aforesaid or not, as may be requisite in order to further its objects.

10. To engage, invest or enter into any contractual obligations for the purpose of promotion of sound and liberal education.

11. To take over, on such terms as may be determined, any existing school or college with its properties, movable or immovable and with or without its liabilities and to carry on the same as an educational institutions or to amalgamate the same with any school established by the school Society and to amalgamate with any other Society having similar objects.

12. To enter into any arrangement with Government for securing grants in aid of any school belonging to the Society.

13. To provide on welfare and on humanitarian grounds all necessary facilities for the benefit of all the educational institutions of the Society.

14. To offer prizes, incentives, scholarships & stipends.

15. To do other work alone or in association with other person, Trust or Body of persons, or otherwise, to achieve the aims & objectives of the Foundation.


5. BOARD OF TRUSTEES OF THE FOUNDATION

5.1A COMPOSITION

The number of trustees including Chairman Trustee, Vice Chairman Trustee & Secretary Trustee of the foundation shall be not less than seven not more than eleven as may be decided by the Board of Trustees of the Foundation. The following are the first and life time, Chairman Trustee/Vice Chairman Trustee, Secretary Trustee and trustees of the foundation.

1. Sh. Madan Pal Singh S/o Sh. Karam Singh - Chairman Trustee
R/o C-493, Yojna Vihar Delhi - 92



4 Shashi Rani





2. Sh. Sudhir Kumar Mittal S/o Sh. Bharat Bhushan Lal
R/o 1 Bankers Street Meerut Cantt. - Vice Chairman Trustee
3. Smt. Shubhra Singh W/o Shri A.K.Singh
R/o E-350 Nirman Vihar Delhi - 92 - Secretary Trustee
4. Smt. Shashi Rani W/o Shri M.P. Singh
R/o C-493, Yojna Vihar Delhi - 92 - Trustee
5. Shri Atul Kumar S/o Shri M.P. Singh
R/o C-493, Yojna Vihar, Delhi -92 - Trustee
6. Km. Pooja Singh D/o Shri M.P. Singh
R/o C-493, Yojna Vihar Delhi -92 - Trustee
7. Smt Suveta Singh W/o Shri Sandeep Arya - Trustee
R/o 1449/5, Street No 9 100 Ft..Road,
Durga Puri, Shahdara, Delhi.
8. Smt Akanksha Singh W/o Shri Ajay Bhadoo - Trustee
R/o 167, "Hamara Ghar" Saket, Meerut

5.1.1A Shri Madan Pal Singh shall be the Chairman Trustee of the Foundation for life.

5.1.2A Shri Sudhir Kumar Mittal shall be Vice Chairman Trustee of the Foundation for life.

5.1.3A Smt Shubhra Singh shall be the Secretary Trustee of the Foundation for life.

5.1.4A In case of death of /Chairman Trustee/Vice Chairman Trustee/Secretary Trustee/Trustees, his/her heir as per his/her will and in case there shall be no will, as per law of succession, shall be the successor, Chairman Trustee/Vice Chairman Trustee/Secretary Trustee/Trustees of the Foundation.

5.2 VACATION OF OFFICE.

5.2.1 On the death of any trustee of the foundation. In case of death of any trustee, the vacancy shall be filled by the heir as per the will of the said trustee, in case will is made in favour of more than one person, only one person in a representative capacity and in case there is no will than as per law of succession, however right of succession shall be available to only one person amongst the legal heirs with the consent of all the legal heirs.

5.2.2 Any Trustee of the Foundation desiring to resign from membership of the foundation may do so by sending a request letter in writing to the Chairman Trustee, who may accept the same and such acceptable shall be subject to the approval by the Board of Trustee of the Foundation.










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5.2.3 Any member of the Board of Trustees shall cease to be a member if he is absent from India for three year without leave of absence. Such vacancy shall be filled or new appointment shall be made by The Chairman Trustee subject to the acceptance by the Board of Trustee.

5.2.4 Any member of the Board of Trustees shall cease to be a member on becoming insolvent.

5.2.5 If The Chairman Trustee finds any member of the Foundation to the undesirable to continue as member of the Foundation he may, after approval from the Board of Trustees, remove such member from the membership of the Foundation after giving written notice and right of hearing, whereupon such person shall cease to be the member of the Foundation.

5.2.6 All vacancy of Board of Trustees except under clause 5.1.4A Shall be filled by Two third majority by the remaining members of Board of Trustees of the Foundation.

6. FINANCES

The profits, income and property of the Foundation will be applied solely for the promotion of the objects of the Foundation, as set forth above, and no portion thereof shall be paid or transferred directly or indirectly by way of dividends, bonus or otherwise howsoever by way of Profit to any member or ex-member or any other person claiming through them or any of them; provided that nothing herein contained shall prevent the payment in good faith of remuneration for any services rendered to the Foundation.

7. MANAGEMENT

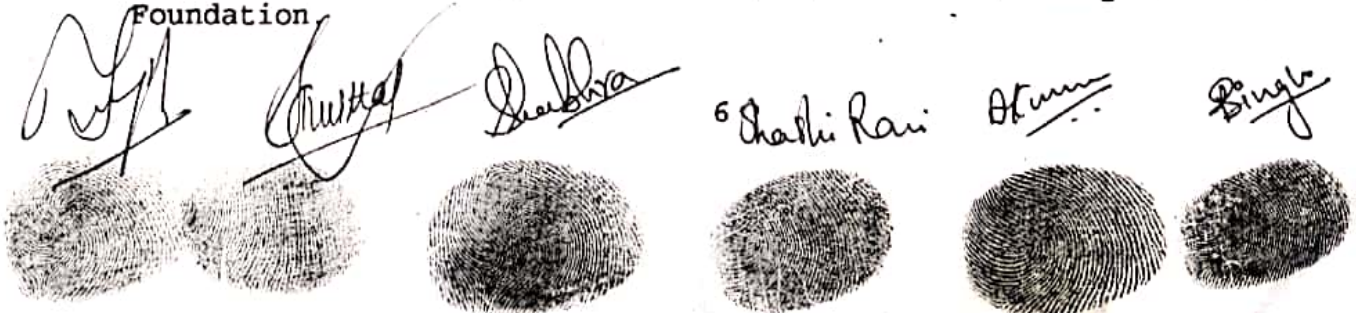
The management and control of the affairs of the Foundation shall vest in the Board of Trustees of the Foundation.

8. POWERS AND DUTIES

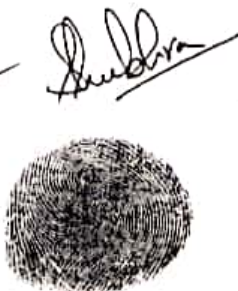
8.A POWERS AND DUTIES OF THE BOARD OF TRUSTEES.

8.1A The Board of Trustees shall be the final and supreme body of the Foundation. The Board of the Trustees shall have full powers, and authorities to do acts, matters, things and deeds, which may be necessary or expedient, for the purpose of management of the Foundation. In particular, the Board of Trustee shall have the following powers and authorities -

8.2A The Board of Trustees have powers to frame rules, bye laws and regulations as my be considered necessary in the interest and for the betterment, smooth and effective working of the Foundation.

The image shows six handwritten signatures and their corresponding fingerprints. From left to right: 1. A signature that appears to be 'M. Singh' with a fingerprint below it. 2. A signature that appears to be 'Trustee' with a fingerprint below it. 3. A signature that appears to be 'Sharma' with a fingerprint below it. 4. A signature that reads 'Shashi Ravi' with a fingerprint below it. 5. A signature that appears to be 'Arun' with a fingerprint below it. 6. A signature that appears to be 'D. Singh' with a fingerprint below it.

- 8.3A The Board of Trustees may alter, modify, rescind or add the rules, regulation and bye laws by two third majority in the meeting duly convened for this purpose.
- 8.4A To do all things for the purpose of effectually carrying out the objects and activities of the Foundation.
- 8.5A To constitute sub-committee consisting of the persons from outside and/or amongst Trustees with such powers and functions as the Board of Trustees may deem fit.
- 8.6A To lookafter and supervise the management of the properties and activities of the Foundation and to spend money for that purpose.
- 8.7A To fix fees or charges in respect of different activities of the Foundation and the manner in which the same is to be received.
- 8.8A To fix, increase or decrease the rent of the property belonging to the Foundation.
- 8.9A To keep any person in service or expel or terminate the person from service of the Foundation for misconduct or for any act, which in the opinion of the Board of Trustees, is prejudicial to the interest of the Foundation, provided that no such action should be taken without giving opportunity to the person concerned of being heard.
- 8.10A To invest funds in Banks, or shares, debentures or bonds or elsewhere and to sell or transfer such investments from time to time for the benefit of the Foundation.
- 8.11A To invest funds to acquire movable and immovable properties either by way of purchase, gifts, donation, mortgage, lease, grant or licence.
- 8.12A To invest funds to construct new buildings, to repair and renovate existing buildings by making necessary improvements and alteration, to demolish building and to reconstruct the same.
- 8.13A To sell, lease, gift, donate, create charge or mortgage, any of the movable or immovable properties of the Foundation.
- 8.14A To accept or give aid, from or to any institution to propagate the objects of the Foundation.



7 Shashi Kavi



8.15A To borrow or raise funds for the Foundation from Bank or other Financial Institutions or Private person, secured or unsecured through promotes or other obligations or securities of the Foundation or by mortgage or creating charge on the properties of the Foundation.

8.16A To file, defend and conduct any civil or criminal proceedings and to compromise, withdraw, give up or abandon any claims on behalf of the Foundation and for such purposes, to incur necessary expenses from the funds of the Foundation.

8.17A To defend, institute or take any legal proceedings for the defense of office bearers, employees or members of any body or committee of the Foundation if such legal action has arisen during the course of their acting for the interest of the Foundation.

8.18A To defend, institute of take any legal proceedings against any employee or any body and during such legal action, for the interest of Foundation to compromise or abandon any such claims and incur necessary expenditure from the funds of foundation.

8.19A To execute on behalf of the Foundation all contracts conveyance or all sort of documents and to receive and accept the same.

8.20A To pass valid receipts or to delegate powers of passing receipts for the money received by the Foundation.

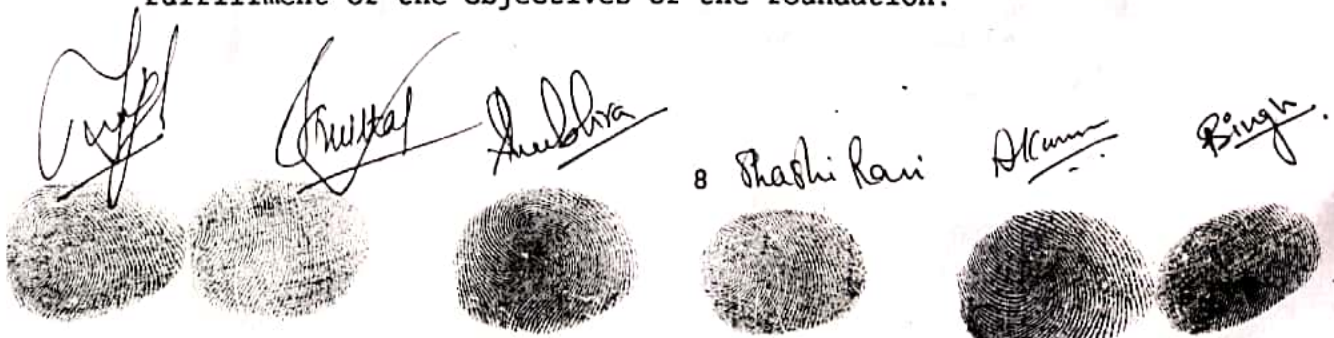
8.21A To prepare and sanction, annual budgets and estimated income and expenditure of the Foundation

8.22A To appoint auditors of the Foundation and fix their remuneration.

8.23A To disapprove, alter, modify, amend or rescind any resolution passed by the Board of Trustees of the Foundation.

8.24A To appoint members of teaching staff, faculty, legal advisors, engineers, architects, managers, accountants clerks agents nursing staff and other employees which may be required for the management of the Foundation on such terms and conditions as the Board of Trustees may consider proper and may dismiss any such employee.

8.25A To deliberate and draw plans for development and fulfillment of the objectives of the foundation.


The block contains six handwritten signatures and their corresponding fingerprints. From left to right, the signatures are: a stylized signature, a signature that appears to be 'Sushil', a signature that appears to be 'Anubhava', the name 'Shashi Ravi', a signature that appears to be 'D Kumar', and a signature that appears to be 'Bingh'. Below each signature is a circular fingerprint.

8.26A To prepare research plans for the purpose of bringing up research and development activity.

8.27A To interact with like minded organizations and national research institutions etc. to bring out workable plans for infusion of technological infrastructure.

8.28A To work out plans for setting up national and international educational centers, hospitals etc. to promote the objects of the Foundation.

8.29A The Board of Trustees shall hold their meetings at least once in a quarter of an year. The Secretary Trustee of the Foundation shall convene the meetings of the Board of Trustees.

8.30A To alter, modify and adopt new aims and objects of the Foundation which shall be passed by two third majority of the trustees in a meeting duly convened for the purpose.

8.31A To delegate any power/powers to a Trustee or any other person as Board of Trustee of the Foundation may think proper.

8.32A Chairman Trustee shall be the executive head of the Foundation carry out the management of the property of the Foundation, under direction and supervision of the Board of Trustees. Chairman Trustee shall exercise such powers, as provided in these Rules and Regulations and as may be vested by the Board of Trustees.

8.33A Secretary Trustee shall work under the direction and supervision of the Chairman Trustee.

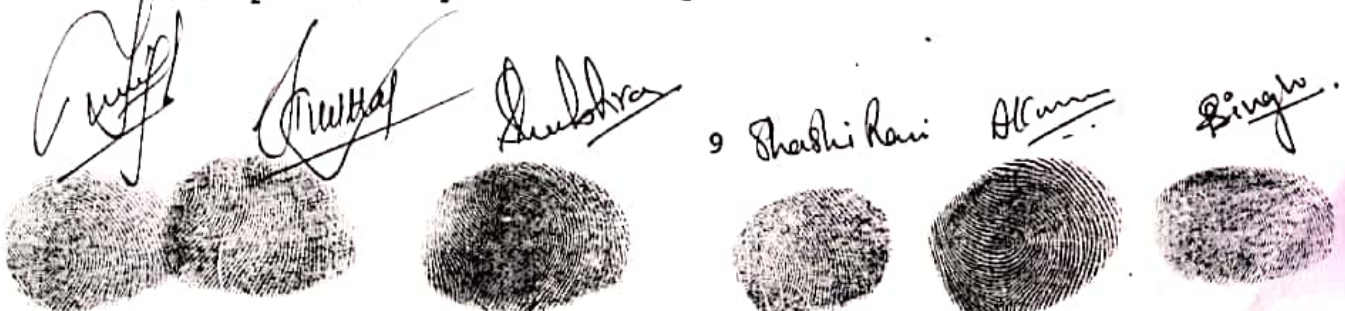
9. PROPERTIES OF THE FOUNDATION

9.1 The properties of the Foundation shall consist of movable and immovable properties, including subscription and donations in cash or kind and shall be called 'the properties of the Foundation'.

9.2 The properties of Foundation shall vest in the name of Board of Trustees and shall be administered and managed by the Board of Trustees subject to and in conformity with the rules, regulation and by laws of the Foundation.

10. ACCOUNTS

10.1 The Accounts of the Foundation shall be kept and maintained at the Registered Office of the Foundation or at such other place as may be decided by the Board of Trustees.

The image shows six handwritten signatures and their corresponding fingerprints. From left to right: 1. A signature that appears to be 'Rajesh' with two fingerprints. 2. A signature that appears to be 'Anurag' with one fingerprint. 3. A signature that appears to be 'Shubhra' with one fingerprint. 4. A signature that appears to be 'Shashi Kari' with one fingerprint. 5. A signature that appears to be 'Arun' with one fingerprint. 6. A signature that appears to be 'Singh' with one fingerprint.

10.2 Annual Income and Expenditure Statement and Balance Sheet of the Foundation shall contain true and fair picture of the Foundation.

10.3 The financial year of the Foundation shall be ending 31st March Every year.

11. FUNDS

11.1 The funds of the Foundation shall consist of its own assets, receipts through grants, matching grants, donation, contributions, fees and subscriptions and by way of income; and all payments of the Foundation shall be made therefrom.

11.2 The funds of the Foundation shall be expended and invested solely for the promotion of aims and objects of the Foundation in accordance with laws.

11.3 All Banking Accounts in any Bank shall be maintained in the name of the Foundation. Such accounts shall be operated jointly by the Chairman Trustee alongwith Secretary Trustee of the Foundation or any person as may be decided by the Board of Trustees.

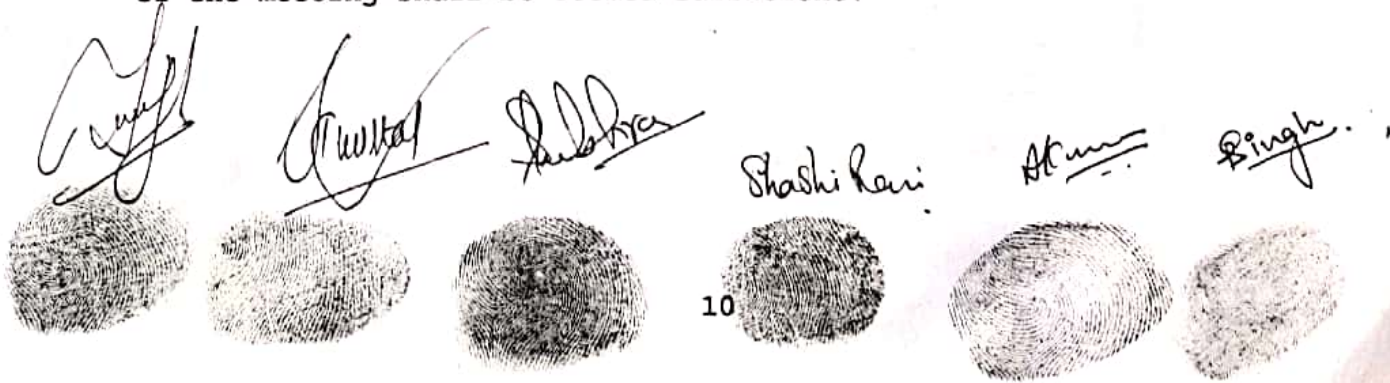
12. QUORUM :

For a meeting of the Board of Trustees, there shall be a quorum of at least six. When a meeting cannot be held for want of quorum, the same shall be adjourned for one hour and three members present shall form a quorum for such adjourned meeting. But the presence of permanent chairman Trustee is must unless specifically allowed in writing by him to conduct the same.

13. NOTICE OF MEETING :

13.1 Notice in writing of every meeting of the Board of Trustees shall be delivered or sent through post under Certificate of Posting to all the Trustees of the Foundation at their addresses on record, at least seven clear days before the date of the meeting.

13.2 The Chairman Trustee may call an extraordinary meeting of the Foundation for which notice of two clear days before the date of the meeting shall be deemed sufficient.

The bottom section of the document features six handwritten signatures and their corresponding fingerprints. From left to right, the signatures are: a cursive signature, a signature that appears to be 'Sushil', a signature that appears to be 'Sushil', the name 'Shashi Kari', a signature that appears to be 'Atul', and the name 'Bingh'. Below each signature is a circular fingerprint impression. The number '10' is printed below the fourth fingerprint impression.

14. LIABILITY:

The members of the Board of Trustees shall be liable only for such moneys and securities as they shall actually received not withstanding their signing any receipt, for the sake of conformity and shall not be answerable or responsible for the acts, receipts, omissions, negligence and defaults of any banker, broker, auctioneer or other person with whom or into whose hands and moneys or securities shall be deposited and other losses, unless the same has happened through their own negligence, default or omission, breach of Foundation, misapplication or misconduct.

15. DISSOLUTION

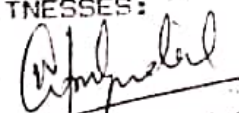
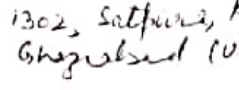
The Foundation may be dissolved at a special meeting of the Board of Trustees convened for the purpose by two-third majority present at such meeting in due presence of the permanent Chairman.

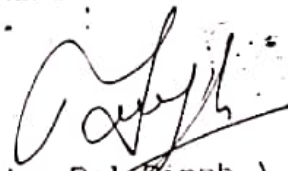
If upon dissolution of the Foundation there remains after the satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed amongst the members of the Trust or any of them but shall be given or transferred to some other institution having objects wholly or in part similar to those of the Trust to be determined by the votes of two-third trustees present and voting specially called for the purpose or in default thereof by a Court of competent jurisdiction or can be transferred to the Government of on the undertaking that objects of the Foundation would be promoted and the established institutions would be maintained and the name of Foundation would not be changed under any circumstances.

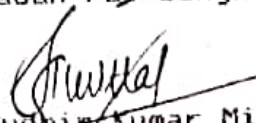
IN WITNESS WHEREOF the parties hereto have signed this deed on the day and year mentioned above.

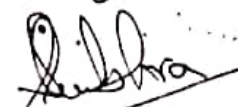
DN No. 3263/2001 (Gurgaon)

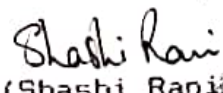
WITNESSES:

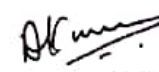
1. 
VINOD TINDAL
S/o Sh S C Agrawal
1302, Satpura, Kaushambi
Ghaziabad (UP.)
2. 

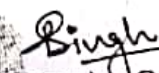

(Madan Pal Singh)

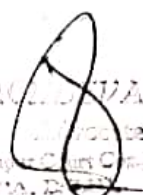

(Sudhir Kumar Mittal)

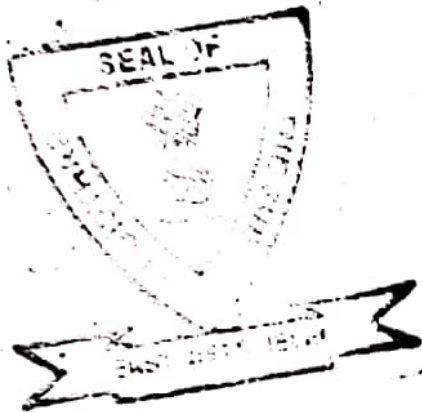

(Shubhra Singh)


(Shashi Rani)


(Atul Kumar)


(Pooja Singh)


Y. L. SACHDEV
as Atty. at Law
WAZIRPURA, D.



दिनांक 6/12/01... काम नम्बर 80/0
अतिरिक्त पृष्ठा नं० 4... बही खण्ड नं० 417
के पृष्ठ नं० 828... से 58... सम्बंध कर
पंजीकृत किया। प्रत्येक हस्तैक अगूठा चिन्ह
द्वारा छामने लगाये गये।

[Signature]
उप-पंजीयक
उप-संयोजक-VIII