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TR

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये  
रु.1000

ONE THOUSAND RUPEES  
Rs.1000



उत्तर प्रदेश UTTAR PRADESH

AN 390286

DEED OF DECLARATION OF PUBLIC CHARITABLE TRUST

Stamp Duty Paid -3,200/-

This deed of declaration of public charitable trust is executed on this 16<sup>th</sup> day of December, 2014 by

1. Mr. BANWARI LAL GAUR a Hindu aged about 75 years S/o Late Sh. YAD RAM GAUR R/o B-159, Yojana Vihar, Delhi-110092.
2. Mr. MANOJ KUMAR GAUR a Hindu aged about 47 years S/o Sh. BANWARI LAL GAUR R/o B-159, Yojana Vihar, Delhi-110092.
3. Mrs. MANJU GAUR a Hindu aged about 46 years W/o Mr. MANOJ GAUR R/o B-159, Yojana Vihar, Delhi-110092

*Banwari*

*MK*

*Manju*

For DEO  
CERTIFICATE

Principal  
Gaur International School  
Gaur Yamuna City



*Rakesh Kr.*

16 DEC 2014

क्र. संख्या 187 विक्रय का ताब  
स्टाम्प प्रत्य करने का प्रयोजन  
स्टाम्प प्रती का नाम व पूरा पता  
स्टाम्प की बतवाव

डा. राजेश कुमार (राजेश कुमार) द्वारा चन्द्रपुरम ओ.पी.डी.  
नं. 159/12/2014

राजेश कुमार स्टाम्प विक्रेता  
लाइसेंस नम्बर 350  
लाइसेंस की अवधि 31 मार्च  
महाराष्ट्र कम्पाउन्ड, गाजियाबाद

यास पत्र

153,000.00 1,530.00 60 1,590.00 3,000  
न्यास की राशि फीस रजिस्ट्री नकल व पॉलिटिक्स योग शब्द लगभग

श्री बनवारी लाल गौड़  
पुत्र श्री स्व याद राम गौड़

व्यवसाय अन्य

निवासी स्थायी बी-159, योजना विहार, दिल्ली-92

अस्थायी पता

ने यह लेखपत्र इस कार्यालय में दिनांक 29/12/2014 गम्य 11:33AM

बने निबन्धन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

प्रभारी पी.के. अहवाल  
उप निबन्धक (चतुर्थ)

गाजियाबाद

29/12/2014

निष्पादन लेखपत्र वाद सुनने व समझने नजमन

न्यासी

श्री बनवारी लाल गौड़  
पुत्र श्री स्व याद राम गौड़  
पेशा अन्य  
निवासी बी-159, योजना विहार, दिल्ली-92



श्री मनोज कुमार गौड़  
पुत्र श्री बनवारी लाल गौड़  
पेशा अन्य  
निवासी बी-159, योजना विहार, दिल्ली-92



श्रीमती मन्जू गौड़  
पत्नी श्री मनोज कुमार गौड़  
पेशा अन्य  
निवासी बी-159, योजना विहार, दिल्ली-92



188/187 9 6 DEC 2014

स्टाम्प की संख्या 188/187  
स्टाम्प के तारखी 1/000

राजेश कुमार स्टाम्प विक्रेता  
लाईसेंस नम्बर 350  
लाईसेंस की अवधि 31 मार्च  
तहसील कम्पाउन्ड, गाजियाबाद

ने निष्पादन स्वीकार किया।  
जिनकी पहचान श्री रोशन लाल  
पुत्र श्री अशोक कुमार  
पेशा अन्य  
निवासी 12 तह कम्प गाबाद  
व श्री अनित कुमार  
पुत्र श्री धर्मपाल  
पेशा अन्य  
निवासी 12 तह कम्प गाबाद  
ने की।



प्रत्यक्षता भर शक्तियों के निशान अंगुठे नियमानुसार लिये गये हैं।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

प्रभारी पी. डी. झा  
उप निबन्धक (चतुर्थ)  
गाजियाबाद  
29/12/2014





DEC 2014  
उत्तर प्रदेश UTTAR PRADESH

AN 390288

Treasury Officer # 3 #  
The First trustees of the trust shall be :-

- a. Mr. Banwari Lal Gaur
- b. Mr. Manoj Gaur
- c. Mrs. Manju Gaur

All the Trustees will be collectively known as Board of Trustees.

4. Managing Committee

The Board of trustees will have power to appoint Managing committee of school/institutions and fix the tenure of member of managing committee. affairs of the trust for a period of 24 months.

5. The Trustees are empowered to opt for their nominee at any time during his continuance as trustee. In case he/she opts for appointment of nominee then he /she has to resign from the board and trustees.

6. In case of death or resignation of any trustee without any option of nominee then their legal heirs will be entitled to join as trustees.

*Handwritten signature*

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*Handwritten signature*

Principal  
Gaur International School  
Gaur Yamuna City



Rakesh  
TEHSIL GHAZI

189/187

6 DEC 2014

कम संख्या..... दिनांक का साथ.....

स्टाम्प कर करने का प्रयोजन.....

स्टाम्प कृपा कर नाम व पूरा पता: डा. राजेश कुमार (राजेश कुमार)

स्थान की जानकारी: राजेश

राजेश कुमार स्टाम्प विक्रेता

लाइसेंस नम्बर 350

लाइसेंस की अवधि 31 मार्च

सहस्राल कम्पारण्ड, माजिहाबाद

न्यासी

Registration No.: 687

Year: 2014

Book No.: 4

0101 बनवारी लाल गौड

*Handwritten signature*

स्व याद राम गौड

बी-159, योजना विहार, दिल्ली-92

अन्य



0102 मनोज कुमार गौड

*Handwritten signature*

बनवारी लाल गौड

बी-159, योजना विहार, दिल्ली-92

अन्य



0103 मन्जू गौड

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मनोज कुमार गौड

बी-159, योजना विहार, दिल्ली-92

अन्य



भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

रु.1000

ONE THOUSAND RUPEES

Rs.1000

INDIA

उत्तर प्रदेश UTTAR PRADESH

Treasury Officer

AN 390287

# 2 #

WHEREAS the said above persons have already set apart a sum of Rs. 1,53,000/- (Rs 51,000/- per persons) in cash towards constituting a Public Charitable Trust constituting himself and two others as trustees subject is the terms and conditions hereinafter set forth.

AND WHEREAS trustees have also accepted the trust fund as stated above.

AND WHEREAS it has become necessary to declare the objectives and terms of the Public Charitable Trust.

Now this Deed of Declaration of the Public Charitable Trust witnesses as under.

1. That we undersigned do hereby declare that WE have irrevocably settled an amount of Rs. 1,53,000/- (One Lac Fifty Three Thousand Only) for the sole purpose that it should from the nucleus and corpus fund of the Trust and that it has been accepted by the trustees who have consented to act as trustee subject to conditions hereinafter stated.
2. The name of the trust shall be Dr. Rakesh Educational Trust and its office shall be at present situated at 107, Gaur Green Avenue, Abhay Khand, Indirapuram, Ghaziabad, (U.P.) and at other place or places as the trustees hereinafter may decide from time to time.

Principal  
s International School  
Gaur Yamuna City



Rakesh J.  
TEHSIL GHA

MCG



6 DEC 2014

190/187

कम संख्या..... विक्रय की तिथि.....

स्टाम्प क्रय करने का प्रयोजन.....

स्टाम्प बोला का नाम व पूरा पता..... डी. राजेश कुमार

स्टाम्प की धनराशि..... 100/-

राजेश कुमार स्टाम्प विक्रेता

लाइसेंस नम्बर 350

लाइसेंस की अवधि 31 मार्च

सदरनाम कल्याण नन्द गाजियाबाद



भारतीय गैर न्यायिक

Rs. 100

OFFICE OF THE TREASURY  
GHAZIABAD

01 DEC 2012

₹ 100

ONE  
HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIAN NON JUDICIAL

# 5 #

CF 413680

प्रदेश UTTAR PRADESH

- To give guarantee to repay debt taken by trust or by such person/body corporate out of cash surplus of the trust and necessary for running of the trust.
- 7.9 To authorize person (s) to sign or execute documents on behalf of the Trust.
- 7.10 To grant receipts for aid or donation received.
- 7.11 To grant Special Power of Attorney to represent the Trustees in connection with any legal or other proceedings.
- 7.12 To acquire land or building on the lease or by way of purchase.
- 7.13 To compromise, compound or refer to Arbitration all actions, proceedings and disputes relating to trust property or properties.
- 7.14 To sell or give on rent/lease or on hire any immovable or moveable property of the Trust for some certain period (s) on such terms and conditions as the Trustees may think fit and proper from time to time.
- 7.15 To open any type of bank account (s) whether saving account, current account, fixed or otherwise, in the name of the Trust or institution (s) or programme (s) run by the Trust with any scheduled banks (s) or post office (s) and to operate by the authorized signatory or signatories as Board of Trustees shall think fit and proper to authorize any person or persons, unless and until determined otherwise; the such bank account(s) shall be opened and operated as per trust deed.

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

Principal  
Gaur International School  
Gaur Yamuna City





प्रदेश UTTAR-PRADESH 7.

# 4 #

Powers of Trustees

CF 413679

- 7.1 To manage the properties, assets and funds of the Trust, from time to time, such regulations (not being inconsistent with this deed) as they may think fit for and necessary for the purposes of such management and control or in connection with the execution of any of the subject herein contained or powers hereby vested in them and may rescind or alter any such regulation.
- 7.2 To accept donations, contributions, grants, subscription in cash or in kind from any person, company, firm, association, organizations, government, non government or semi government agencies, national or foreign funding agencies, family Trust, or corporate bodies for furtherance and achievement of the objectives of the Trust.
- 7.3 To review the affairs of the Trust as and when necessary.
- 7.4 To appoint and remove officers and members of staff for the Trust and to prescribe their condition of service.
- 7.5 To open and to provide for operating banking accounts.
- 7.6 To raise loans with or without security or to invite donation and financial help.
- 7.7 To receive the honorarium against his/her services or involvement in any of the project run by the Trust, which must be decided by the Board of Trustees and approved by the Chairman / Chairperson.

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

Principal  
Gaur International School  
Gaur Yamuna City

- 7.16 To mortgage and give guarantee of the assets and property of the Trust, including the bank guarantee on behalf of the Trust to corporate bodies, persons, firms, institutions, as Trustees may decide from time to time. The Trustees shall not be personally liable for such guarantees or the securities.
- 7.17 To appoint lawyer, pleaders, advocates to file and defend suit or suits filed for and against the Trust and or in the name of the Trust and also file suits for financial and other disputes or dues with different parties and signed executed such application, petition documents for such proceedings and delegate powers to the officers(s), employee(s), staff(s) and Trustee(s) for such proceedings(s) as required from time to time.
- 7.18 To appoint new member or members of Board of Trustees by a resolution and to discharge any of the Trustee, who become bankrupt or acts in any manner prejudicial to the interest or objects of the Trust or is convicted of an offence involving moral turpitude or becomes of unsound mind or is otherwise unfit to continue as Trustee, by resolution passed by simple majority of members present and voting in the meeting of Board of Trustees.
- 7.19 After defraying all necessary expenses incurred in the collection or realization of the income from the Trust ten percent (10%) of the balance of the income shall be kept in a reserve fund to be utilized when, in the opinion of the Board of Trustees, there is any emergency and the remaining income may be utilized for the purpose of the Trust.
- 7.20 The Trustees shall invest the Trust fund in government securities, saving certificates, fixed deposits or in any other form of investment authorized under provisions of INDIAN TRUST ACT and INDIAN INCOME TAX ACT, 1961, as they shall deem expedient.
- 7.21 It has further been decided that as and when the Trust is enclosed or dissolved all the funds of the Trust shall be transferred to the other recognized Public Charitable Trust having similar objectives.

*Bob Green*

*MKW*

*M. P.*

*[Signature]*  
Principal  
Gaurs International School  
Gaur Yamuna City

# 7 #

7.22 To appoint managing committee or any sub committee of the trust for specified purposes on specified terms & conditions.

**8. Objects of the Trust:**

- 8.1. To start, establish, run on lease basis, take over or manage and maintain schools.
- 8.2. To provide sound pre-primary, primary, secondary and senior secondary education
- 8.3. To give education to children by seeking recognition and affiliation from the educational departments/concerned government authorities.
- 8.4. To make necessary changes and widen the prevalent liberal school educational systems and to cater to the numerous new vocations those are being created increasingly with the explosion in the area of science and technology.
- 8.5. To provide medical, Para-Medical, nursing and dental education.
- 8.6. To provide Management, Law and hotel management education.
- 8.7. To provide technical, non-technical, E-Commerce, computer and other upcoming in the field of education.
- 8.8. To do all other act and deeds as may be necessary or conducive to attain the above objectives.

**9. Trust may add any public charitable objectives**

The Trustees shall have full power and absolute authority to add to and introduce other specific public charitable objects not inconsistent with objects and purpose of these presents and according to the advancing times and circumstances which may exist from time to time and deem desirable. In that case each newly added objects so decided upon by the trustees shall be deemed to have been incorporated in the objects of these presents.

*[Handwritten signature]*

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*[Handwritten signature]*

6 DEC 2017

191/187

कम सख्या..... विक्रय की तिथि..... ३

स्टाम्प काट कराने का प्रयोजन.....

स्टाम्प लेता का नाम व पूरा पता..... डा. राजेश कुमार एजुकेशन

स्टाम्प की धनराशि..... 100/-

राजेश कुमार स्टाम्प विक्रेता

लाइसेंस नम्बर 350

लाइसेंस की अवधि 31 मार्च

सहस्राल बम्पाउन्ड, गाजियाबाद

Rajesh



13. Proper accounts for the trust shall be kept at the office of the trust. Accounts will be closed on every 31<sup>st</sup> March or as may be decided by Board of Trustees. Such accounts shall be audited by qualified Chartered Accountant within six months from the end of accounting year.
14. The Trust fund may be augmented by the income from the initial fund and also by donations and other contribution received from time to time. Further, trust fund will also be augmented from surplus in the books of trust.
15. The funds of trust shall not applied for any purpose other then the objects of the trust.
16. Rules may be framed for the proper administrations of the trust, but such rules shall not be against the objects of the trust as stated in clauses 8 above
17. No Benefit to Settler, Trustees and others:  
  
Trustee will not be entitled to any remuneration save right to reimbursement of expenses incurred in discharge of their duties. Neither the settler, trustees nor their families, nor any member of their families nor any of their relatives or concerns in which any of these persons are interested will be entitled to any benefit prohibited by Section 13 or otherwise directly or indirectly from the Trust.
18. The Board of Trustees shall meet as after as may be necessary or convenient to transact business. The board of Trustees might transact business and take decisions also by circulation of paper.
19. All decisions of the Board of Trustees shall be taken either unanimously or by majority and if the Board is equally divided, the Chairman will have the casting vote.
20. Without prejudice the powers of the Board of Trustees, the Managing Comittee shall Manage and administer the affairs of the trust and shall also exercise such powers and functions as may be delegated to the Managing Comn:itee by the Board of Trustees.

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

21. The funds of the trust shall be invested in Bank Deposits, Government Bonds or such other appropriate security as the Board of Trustees may decide subject to the restrictions laid down under section 11(5) of Income tax act, 1961.
22. Without prejudice to the generality of the provisions contained above, the Board of trustees may also empower the Managing Trustee to represent or act for the trust in any matter concerning the properties, funds, investments, borrowings and the making or cancellation of any instruments for any of these purpose.
23. The Trustees shall have power to appoint personnel or to organize and promote the object of the trust and to regulate their conditions or service including matters of discipline.
24. All actions and proceedings of the trust shall be taken and conducted in the name of the trust.

#### 25. Removal of Board of Trustees

Any trustee can be removed from Trusteeship for insolvency or misconduct after a resolution by consensus of all other trustees after opportunity to him in writing.

#### 26. Meeting of the Trust

- 26.1 Meeting of the Board of trustees will be held once in a quarter.
- 26.2 Meeting of the Managing Committee will be held once in a month.
- 26.3 Emergency meeting can be called of Board of Trustees after receiving notice by 3 members.

Decision in meeting will be done by majority.

#### 27. Dissolution:

- 27.1 In case it becomes necessary to wind up or otherwise determine this Trust for whatsoever reason, neither the settler nor his heirs nor the Trustees for the time being nor any other person shall have in any manner right over the such funds of the Trust or any other property.

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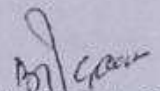
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*[Handwritten signature]*  
Principal  
Gaur International School  
Gaur Yamuna City


# 11 #

27.2 The net funds and other assets, if any, after meeting all liabilities will be handed over to any other similar Trust or Institution similarly satisfying requirements of the Income Tax Act, 1961 as may be decided by the last Trustees subject further to the condition that it shall be so given to an Institution as approved by the Commissioner of Income Tax or Director of Exemptions as the case may be.

The Declarant in affirmation of his declaration of the Trust and Trustees in acceptance of their duties as Trustees subject to above conditions affix their/his respective signature before witnesses hereunder.

  
(Mr. BANWARTILAL GAUR)


  
(Mr. MANOJ KUMAR GAUR)

  
(Mrs. MANJU GAUR)

WITNESSES :-


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Rakesh Kumar Sharma  
ADVOCATE  
TEHSIL GHAZIABAD, U.P.

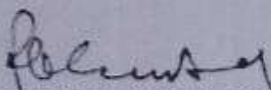
2.



  
Rakesh Kumar Sharma  
ADVOCATE  
TEHSIL GHAZIABAD, U.P.

  
ROSHAN LAL  
S/o Ashok Kumar  
Ch. No. 12 Tehsil  
Compound G2B.

  
Amit Kr. Singh  
Sh. Dh. ...  
Ch. No. 12, Tehsil Ghaziabad, G2B.

DRAFTED BY :-   
RAKESH KUMAR SHARMA (ADVOCATE)  
Registration No. 5294/86, Chamber No. 12,  
TEHSIL COMPOUND GHAZIABAD (U.P.).

# 8 #

If any of the above objects is found to be inconsistent with the objects of a public charitable institution under section 11 or any other section of the Income Tax Act, 1961 or any other direct tax law or any law applicable to such trusts as now enacted or as may be enacted or amended at a future date, the object stated above will be treated as so modified to accord with such law or amended law so that any concessions, privileges, conditions or regulations available to and applicable to such public charitable institutions will be available or applicable to this Trust as well so that this Trust will continue to retain its character as a public charitable institution without profit motive with public character within the meaning of all such laws. All the objects of the trust and its activities will be confined to India and will be carried on without profit motive and without any distinction on account of caste, creed, color or religion.

#### 10. Constitution of Board of Trustees:

The constitution of Board of Trustees will be as follows:-

- 10.1 The Board of Trustees shall have as its members all Trustees as given in clause-3 of the deed.
- 10.2 The Board of Trustees will appoint Chairman in every meeting who will preside over the meeting and conduct the proceedings.

#### 11. Operation of Bank Account

The operation of Bank account will be done by minimum two trustees duly authorized by board of trustees.

#### 12. Power to Borrow & Guarantee

- 12.1 The Board of Trustees shall have overall power of superintendence over the affairs of the Trust. The board will be authorized to borrow monies to carry out the objectives of the trust.
- 12.2 To give guarantee of the assets and property of the Trust, including the bank guarantee on behalf of the Trust to corporate bodies, persons, firms, institutions, as Trustees may decide from time to time. The Trustees shall not be personally liable for such guarantees or the securities.

*[Handwritten signature]*

*[Handwritten signature]*

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Principal  
Gaur International School  
Gaur Yamuna City



आज दिनांक 29/12/2014 को

बही सं. 4 जिल्द सं. 917

पृष्ठ सं. 97 से 118 पर क्रमांक 687

संशुद्धीकृत किया गया।

संशुद्धीकरण अधिकारी के हस्ताक्षर

प्रमोदी पी. के. शर्मा

उप निबंधक (चतुर्थ)

गाजियाबाद

29/12/2014



Principal  
Gaur International School  
Gaur Yamuna City