

DEED OF TRUST

This Deed of Trust made at on this <u>&3</u> day of <u>Dec.</u>2003 by Sanjay Kumar S/O Shri Narsi Dass R/O House No.416, Sector 10, Panchkula (Haryana); hereinafter referred to as the Founder and Author of trust;

WHEREAS the founder of Trust is desirous of setting up of Public Charitable Trust, here-in-after called 'The Learning Curve Educational Trust' for the purpose to establish, promote child education, social education, create awareness in modern education explosion, to restore cultural & social heritage in education.

NOW THIS DEED OF DECLARATION WITNESSETH AS FOLLOWS:

1. NAME

The name of the Trust shall be 'The Learning Curve Educational Trust'. The Head Office of the Trust shall be at H.No.416, Sector 10, Panchkula & at such other place or places as the Managing Trustees may decide from time to time.

2. AIMS & OBJECTIVES OF THE TRUST

(i) To do all acts and things necessary to facilitate the charitable, social, cultural, educational, vocational & economic development of Trust.

To establish, construct, maintain, manage, supervise educational centres, schools, colleges, institutions, and many other ancillary voluntary services carried on by the Trust.

To establish educational institutions for the overall development of the Trust and general public in the state.

To create awareness to various social, moral, & economic issues affecting the country and to direct this awareness in developing innovative means of generating resources-financial, material and professional and channelise the resources through people and projects in the field.

To promote national integration and encourage, support and develop social welfare programmes for balanced growth of the nation.

To undertake integrated rural development projects by providing quality education for over-all socio economic development of the rural area especially in villages.

For MIND TREE SCHOOL

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दिनांक 23/12/2003

हीड सबंधी विवरण

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तहसील/सब-तहसील पंचकूला
गांव/शहर पंचकूला

थन सबंधी विवरण

पन सहसील प्राप्त की राशि 50.00 रुपये

रिजस्टेशन फीस की राशि 50.00 रुपये

यह प्रलेख आज दिनाँक 23/12/2003 दिन मँगलवार समय अ व बजे श्री/श्रीमती/कुमारी सन्त्रय कुमार पुत्र/पुत्री/पत्नी श्री नरसीदास निवासी 416/10 प्रक्कूला द्वारा पँजीकरण हेतु प्रस्तुत किया गया।

इस्ताक्षर प्रस्तुतकर्ता राष्ट्रिक प्रस्तुतकर्ता

श्री सन्जय क्रमार

उप/सर्वेक्त पॅजीयन अधिकारी पंचकूला

उपरोक्त न्यासकर्ता व श्री दीपक मोंगिया न्यासी हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनो पक्षों ने सुनकर तथा समझकर स्वीकार किया। दोनो पक्षों की पहचान श्री/श्रीमती/कुमारी सुधीर स्थिल ककील पुत्र/पुत्री/पत्नी श्री निवासी पचकृला व श्री/श्रीमती/कुमारी मिनन्दर सिंह ककील पुत्र/पुत्री/पत्नी श्री निवासी पचकृला ने की। साक्षी न: 1 को हम नम्बरदार/अधिवक्ता के रूप मे जानते हैं तथा वह साक्षी न: 2 की पहचान करता है।

दिनॉक 23/12/2003

उप/सर्वेकत पँजीयन अधिकारी

पंचकुला

For MIND TREE SCHOOL

Managing Trustee



5. BOARD OF TRUSTEES

(a) The management and control of the Trust and the Trust properties shall vest in the Board of Trustees and the same shall comprise of not less than three (first life time - managing trustees) and not more than six trustees, if appointed subsequently, including the management trustees. All the declarant herein will be the first Managing Trustees. The Managing Trustees shall determine the strength of the Board from time to time.

(b) All the trustees to be appointed subsequently will hold office for a maximum period of two years by rotation or earlier as deemed fit for smooth running of

the Trust by the Management Trustees.

(c) Any vacancy of the Managing Trustee caused on account of individual's will or death shall be replaced from amongst the blood relations or nominee of the respective Managing Trustee.

6. APPOINTMENT OF NEW TRUSTEES

Subject to the provisions contained above, the appointment of new trustees shall be governed by the following rules :-

(i) After the completion of the tenure of the office of the trustees, they shall retire but shall be eligible for re-appointment.

(ii) Filling in of vacancies shall be by a decision of the Board of Trustees. As far as possible, efforts shall be made to fill up the vacancies by an unanimous decision.

7. POWERS AND DUTIES OF THE BOARD OF TRUSTEES -

- (i) The Board of Trustees shall be entitled from time to time to appoint with or without remuneration and on such terms and conditions as they may think proper, to appointment committee (s) as may deem fit for functioning under authority and control of the trustees for carrying out the objects of the Trust and invest them with all such powers including to power to incur all such expenditures as may be necessary for carrying out the objectives of the trust.
- (ii) The Board of Trustees shall have full powers to settle compromise or compound, out of court, all suits, actions and other proceedings and to settle all or other proceedings, difference of demand and adjust the settlement of all accounts relating thereto as fully as if they were absolutely entitled to the trust fund and without being answerable for the loss occasioned thereby.

(iii) The Board of Trustees shall be entitled to purchase or hire or to take on lease a property or properties for the purpose of carrying out the objections of the trust hereby created.

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

All prioney forming part of the Trust Fund and requiring investment shall be invested in any of the securities authorised by law for investment of trust funds which are permissible under the Income Tax Act or shall at their discretion sell and / or realize the same or any part thereof.

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

For MIND TREE SCHOOL

Managing Trustee

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- To establish, manage, & maintain centres for imparting training, (vii) arranging seminars, excursions, and study groups in education for the over-all upliftment of the population.
- To develop literacy among the people through various educational (viii) programmes like adult education, night schools, pre-schools etc.
- To provide educational assistance to the poor and weaker sections of the (ix)Society and to organize educational counseling centres & other forums to bring about awareness of promotion in educational systems.
- To set up Govt. aid projects in the line of educational and other ancillary (x)services and to promote the cause of modern education of high values to the down-trodden on subsidized rates.
- To support the initiatives of any individual, group or organization in (xi) promoting education both formal & informal; and for children and adults.
- (xii) To pay all costs, charges & expenses incidental to the management, administration & execution of the objectives and powers herein
- (xiii) To accept, in cash or kind, donations, gifts, grants, contributions (as corpus or otherwise) and to collect interest and other income of the Trust for being utilized for furtherance of the aims and objectives of the Trust.
- To purchase or to take on lease lands, buildings and other movable or (xiv) immovable properties in the name of the trust.
- To invest, dispose of, transfer, and otherwise deal with monies, assets (XV) and properties, for the time being, of the Trust in such a manner as law permits and to do in carrying out the objects of the Trust.
- To pay all expenses preliminary or incidental to the formation of the Trust (xvi) and its registration and for management and administration for the same.
- To do all such acts, deeds and things and extend all such other (xvii) assistance to the said voluntary organization as may be necessary and incidental to attainment of the aforesaid objectives.
- (xviii) To undertake projects in bringing reforms in the educational system.

3. TRUSTEE

The first life time trustees of the Trust are as under: -

Sr. No.	Name with Father/ Husband	Occupati on	Address	Age (in yrs)	Desig- nation	Signature
1	2	3	4	5	6	6
1.	Sanjay Kumar S/o Sh. Narsi Dass	Business	H.No. 416, Sector 10, Panchkula	29	Managing Trustee -	Saijayk
2.	Deepak Mongia S/o Sh. Chander Mohan	Business	M/s Amir Chand Chander Mohan, Comm. Agents, Raipur Rani, Haryana	29	Managing Trustee	Deegh.
	Hirdesh Madan s/o Sh. K.C. Madan	Business	H.No. 1483/2, Sec. 43-B, Chandigarh	30	Managing Trustee	W

ROPERTY VESTED IN THE TRUSTEES

The founder doth hereby transfer a sum of Rs.2100/- (Rupees two thousand and one hundred only) in favour of the Managing Trustees. The Managing Trustees shall hold the said fund and other properties i.e. all movable and immovable property into which the same may be converted or invested from For MIND TREE SCHOOL time to time or as acquired by the Managing Trustees or that may be endowed or conferred for the said Trust for the use and benefit of the Trust. The Managing Trustees shall out of the income realized from the properties Managing Trusteendowed and such other endowments or donations which they may get, pay all taxes and rates and all expenditure connected with the Trust.

(vii) POWER TO MANAGE

The Trustees shall have the power to buy, acquire, take on lease (a) any property, movable and immovable that may be needed to carryout and further the objects of the Trust and incur all such expenses connected herewith.

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

The Trustees shall, if the need arises, sell or assign or lease any (c) Movable or immovable property or properties for the time being forming part of the Trust Fund to-gether or in parts for the purpose aforesaid or any of them to execute and do all such assurances,

acts, suits and things as they shall think fit.

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

That all the expenses to be incurred for the welfare of the Managing (ix)Trustees shall be incurred from the funds of the Trust for the efficient and

effective implementation of the aims and objects of the Trust.

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

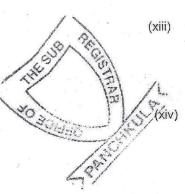
(xi) In addition to the aforesaid rules, the Managing Trustees, shall from time to time be entitled to make rules and regulations for the administration and management of the Trust and all matters incidental to or concerning the same provided such rules and regulations shall not be repugnant to or be inconsistent with the provisions of the purposes of the Trust

(xii) The Managing Trustees shall be at a liberty to allow or to be allowed and permit, or to be permitted to amalgamate or to be amalgamated with any other trust, institution, society or charity, in any areas or whose objects are the same or similar to those of THESE PRESENTS, PROVIDED, they are not in consistent with or repugnant to the objects hereof.

The Board of Trustees shall meet as often as necessary and the proceedings shall be recorded regularly in the minutes' book to be retained for the purpose. In any resolution to be passed regarding the administration of the Trust, the opinion of the majority shall prevail. It shall be competent however, of the trustees to decide matters by circulations.

The Managing Trustees may open and operate current or deposit or other account with any Scheduled Bank or Banks and by the resolution jointly or severally to operate of such accounts. However, two Managing authorize any one or more of the Managing Trustees either singly Trustees can operate the withdrawal for the efficient functioning of the Trust.

Managing Trustee



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8. CUSTODY OF DOCUMENTS

The Managing Trustee or his nominee or any other Trustee authorised by the Board of Trustee shall have the custody of the documents, deed of title relating to the Trust properties & investments; the books of accounts; and other record relating to the trust and shall be responsible for the preservation of the same.

9. ADVISORY BODY

The Trustee may maintain a set of advisors for the purpose of utilizing their services in furtherance of the object of the Trust.

10. IRREVOCABILITY

It is decided that the trust is irrevocable. The trustees may, if they think if expedient and proper to do so for promotion of the objectives of the trust, to amalgamate with or take over any trust, society, association, organization or undertaking having objects altogether or in part similar to those of the trust.

In witness where of the founder & author of the Trust, and the trustees have here unto set their hands on 3 day of Dec 2003.

(Sanjay Kumar)

 Founder Trustee & Author (Managing Trustee)

2. Managing Trustees:

(i) (Deepak Mongia)

(ii) (Hirdesh Madan)

Witness:

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2. Sanfal Malledry

3. Nonjugar Singh

For MIND TREE SCHOOL

Managing Trustee



Reg. No.

Reg. Year

Book No.

1910

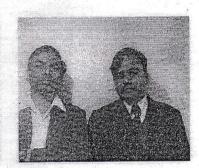
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PANCHKULA

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख कमाक 1,910 आज दिनाँक 23/12/2003 को बही नः 1 जिल्द नः 1,482 प्रष्ठ नः 194 पर पँजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1

जिल्द न: 235 के प्रष्ठ सख्या 50 से 54 पर चिपकाई गयी।

दिनॉक 23/12/2003

उप / सर्वेक्त पेजीयन अधिकारी पंचकृला

REGISTRAS ANIA STATE STA

For MIND TREE SCHOOL

Managing Trustee

