



TRUST DEED OF AGGARWAL EDUCATIONAL TRUST

THIS DEED OF TRUST is made at Mohali this 21st day of March in the Christian year 2000 between Sh. Nathu Ram Goel S/o Sh. Achlu Mal Goel of Railway Road, ~~Mohali~~, herein after referred to as "The Settlor" of the First Part and said (1) Aneet Goel S/o Sh. Ved Bhushan Goel R/o 1154/9, Mohali (2) Mrs. Nishi Goel W/o Sh. S.K. Goel R/o 2071/42-C, Chd. (3) Mrs. Geeta Goyal W/o Sh. S.L. Goyal R/o 2075 A/42 C, Chandigarh and (4) Mrs. Pinki Aggarwal W/o Dr. C.K. Aggarwal R/o Prof. Colony, DAV Medical College Yavnis Nagar all of herein after referred to as "The Trustee" (which expression shall unless it to be repugnant to the context or meaning thereof be deemed to include themselves the Trustee for the time being of this Deed, the heirs, executors, or administrators of the last surviving Trustee and their his or her assigns) of the other part.

WHEREAS

1. The Settlor with view to advance some charitable objects like the encouragement and spread of legal education, research and other charitable objects as are hereafter stated has set apart a sum of Rs. 10,000/- in cash Rs. (Rupees Ten Thousand only) and is desirous to settle the said sum upon the above named Trustee herein after mentioned.

2. The Settlor proposes to act himself as one of the first Trustees along with the said Trustees who have also agreed to act as the Trustees of these presents as is evidenced by their executing these presents.

NOW THIS DEED WITNESSETH that in consideration of the premises and to effectuate the said desire of the Settlor he the Settlor has delivered and handed over to himself and the above named Trustees absolutely and forever and duly endorsed in their names and the Trustees hereby declare that they have accepted and receive the said sum of Rs. 10,000/- (Rupees Ten Thousand only) before the execution of these presents upon the Trusts and with and subject to the powers provisions agreement and declarations herein after declared and contained of and concerning the same.

1. The Trust hereby created shall be called and known as AGGARWAL EDUCATIONAL TRUST

Nishi Goel
Geeta Goyal

Principal
Aneet's School (Sr. Sec.)
Khara, Mohali (Pb) 140301
Affiliated to C.B.S.E. (Delhi)

Aggarwal Educational Trust

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1436 General Education Trust 1154/9, Mohali
21/3/2000 Trust Deed

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पर इस सारांश का नियम १२-३-२०००
कानूनी विवरण १२-३-२०००
पर इस सारांश का नियम १२-३-२०००
पर इस सारांश का नियम १२-३-२०००

अग्रवाल

महाल

सारांश का नियम १२-३-२०००

उत्तरी भारतीय विद्यालय, महाल, पंजाब

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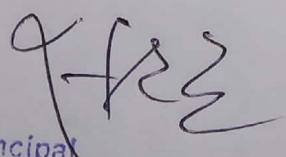
Trustee

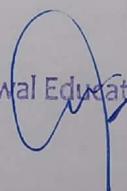
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2. It is hereby agreed and declared that the Trustee shall hold and stand possessed of the said Sum Rs. 10,000/- (Rupees Ten Thousand) hereinafter referred to as "The Trust Property" which expression shall include and to be deemed to include the said Amount and also all other sum amount which may be in the hands of the Trustee and other moneys and properties acquired by or gifted or donated to this Trust by the Settlor, or any other person whatever as under these presents provided upon the following uses and trusts, viz.

- (i) To use the corpus of the Trust for setting up the Educational Institutions/Schools/Collages for imparting education/Training in all spheres of life like Basic Education, Engineering, Medical, Technical, Legal and so on,
- (ii) To use the net income of the Trust Property for conducting periodical or occasional scholarships or prizes to students pursuing any legal or other studies or doing research or in disciplines or areas of interest and other activities.


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Trustee

(d) The expression "Net income" shall mean the gross income less all expenses that Trustees may incur for the realization, management and protection of the Trust Property including all expenses incurred for or in exercise of powers of the Trustees herein provided.

3. The Trustees shall from time to time but within the limits prescribed by these Presents, frame rules and/or regulation for the conduct and management of the Trust Property and for the conduct of their business including the making of such provision for payment of travelling allowance to the Trustees and also regarding the qualification required to be possessed by a person who applies for help from this Trust, the conditions upon which the moneys may be paid and repaid and such other matters relating to this Trust as they may think necessary.

4. The Trustees are authorized and shall have power to give the net income or any part thereof to one or more persons as provided in clause 2, on such conditions as they may think proper. Such conditions shall, among others, include the conditions as to repayment of the amount paid by instalments or otherwise, with or without interest or as to the security to be furnished for such repayment or for utilizing the sum to be given for the effect of this Trust. It shall also be in the discretion of the Trustees to give or not to give any money in any year. The Trustees shall have power to give any amount of income without any condition as to the repayment if they think fit so to do so.

5. The Trustees shall have to constitute, control and superintendence over and the full management and administration of the Trust property and of the funds belonging thereto from time to time and of all affairs relating to the same and to see that the same in a fair state of repair and in proper condition as in the opinion of the Trustees may conduct to or promote the general objects and purposes of these presents and to do all other acts and things which may be deemed necessary proper or desirable for the promotion of all or any of the aforesaid purposes and objects for which the Trust property be dedicated.

Misti Goyal
Geeta Goyal

Aggarwal Educational Trust
Trustee

Principal
Anee's School (Sr. Sec.)
Kharar Mohal (Ph: 140301)
Affiliated to C.B.S.E. (Delhi)

5. It shall be lawful for the Trustees to accept from the Settlor or any other person an donation,subscription,legacy or other contribution in the form of money,subscription,bullion or any other kind of property whatsoever made,paid or given for the purposes of these Presents upon or subject to special conditions if any and apply the same upon or subject to such conditions PROVIDED HOWEVER that, the Trustees shall not accept any donation,subscription,legacy or other money on any conditions attaching to such donation,subscription,legacy or other money which shall be such as to oblige or obligate or frustrate or will be inconsistent with the objects of the Trust, unless or as would require the Trustees to accumulate or perpetuate the same of the donor,subscriber,testator or the giver of the money or property under such donation,subscription,legacy or other money or property on the name of some other person except that of the Settlor,or any other name he may direct or shall here after effect of altering or defeating the objects of the Trust hereby declared and substitution others in their place.

6. The Trustees may retain the Trust Property in the state in which the same may for the time being be existing or may at their absolute discretion sell and dispose of any of the securities or investments or other movable or immovable property for the time being constituting the same and invest the sale proceeds thereof in such other money or securities or money that they may receive by way of contribution,subscription or donation which may not be immediately applicable on Trust in respect thereof or liable to be spent as a part of the income or intake out of the Trust Property or any other money that may for the time being be in their hands in any one or more of the securities and investments authorized by Section 20 of the Indian Trust Act No. II of 1882 or by the Income Tax Act,1961 and may from time to time vary the said investment into or for others of the same or a like nature.

7. The Trustees shall pay themselves and defray and satisfy out of the Trust Property for the time being all expenses which may necessarily have to incur by reason of the execution of the Trust and powers herein contained and the administration of the Trust Property.

Mishra
Geeta Goyal

Aggarwal Educational Trust
Trustee

Principal
Anee's School (Sr. Sec.)
Kharar Mohali (Pb) 140301
Affiliated to C.B.S.E. (Delhi)

9. The Trustees shall always keep the building forming part of this Trust fully insured against fire and other risks in a reputable and sound Insurance Company but the Trustees shall not be personally responsible for any loss arising from consequences of any accidental causation to insure any building against risk from fire, or other risks. In the event of destruction or damage by fire or any other cause to any part of this trust by fire or any other accident the Trustees may employ the whole or the necessary money or part thereof for rebuilding or repairing the said property as it originally was.

10. IT IS HEREBY AGREED AND DEDICATED that the number of the Trustees of these presents shall not be less than two and more than five. The settlor shall have power to appoint one or more additional Trustees during his lifetime provided the total number does not exceed five. The Trustees for the time being shall elect one among themselves to be the managing Trustee to hold office as such managing Trustee for three years provided further that so long as the settlor shall be a Trustee of these presents he shall be the managing Trustee if he is willing to act as such.

11. Subject to clause 10 herein, if and so often as one of the Trustees hereby appointed or any future Trustee or Trustees whose term shall die or go to reside out of India permanently or without the consent of the other Trustee for a period exceeding one year or shall desire to retire from or refuse or become unfit or incapable to act in the Trust of these presents or shall become bankrupt or insolvent or if he ceases absent for consecutive five meetings of the Trustees without the leave of the other Trustees or if the Trustees for the time being shall be unable after appointing additional Trustees or Trustee hereof shall be lawful for the surviving or continuing Trustees or Trustees for the time being of these presents or if there shall be no surviving or continuing Trustee then for the retiring or deceased Trustees or the legal executors or administrators of the last surviving Trustee to appoint any other person or persons to be a Trustee, notwithstanding the place of the Trustee or Trustees so dying or going to reside abroad or desiring to retire or refusing or becoming unfit or incapable to act or bankrupt at any time or failing to attend five meetings of the Trustees subsequently or to appoint or add a new Trustee or Trustees an

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Kharar, Mohali (Punjab), 140301
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(b) At least three clear day's notice shall be given to the Trustees as to the place, hour and day of the meeting and the nature of the business to be transacted thereat, unless the business is urgent, in which case a meeting may be called by 24(twenty four) hour's notice.

(c) The original minutes of the proceedings of every meeting shall be deposited at the office of the Trustees and the Managing Trustee shall provide for the safe custody thereof.

(d) A quorum for all the meetings of the Trustees shall be three unless the number of trustees is less than five when the quorum will be two. The Managing Trustee and in his absence any other Trustee present at the meeting who will be senior in standing as a trustee shall be the Chairman at the meetings of the Trustees and in case of equality of votes the chairman shall put a casting or additional vote.

18. In all cases of difference of opinion amongst the Trustees as to whether a particular act should be done or omitted to be done in the execution of the trusts hereof or as to the powers and authorities herein contained or as to the true intent and meaning of any of the clauses of trusts hereof the same shall be disposed of and dealt with in accordance with the opinion of the majority of the Trustees for the time being of those present and such opinion of the majority shall be final and conclusive. All Trustees notwithstanding any difference of opinion shall, in doing any act or executing any document decided to be done or executed by a majority of the Trustees.

19. All costs, charges and expenses of and incidental to the preparation and completion of these trusts including the stamp duty and registration charges AND also the costs, charges and registration of the trust under any Act governing Public Trusts and those from time to time incurred by Trustees in any of them in connection with the administration of the Trust of these presents shall be paid out of the Trusts property and shall be defraved and paid to the person or persons entitled to the same under the provisions of these presents.

20. A Trustee shall not be liable for any moneys, funds or securities other than such as shall actually come into his own proper hands or for the loss or depreciation of any part of the Trust Property or the failure of any broker, banker or any other person with whom any part of the Trust Property may be deposited or for any other act than his own wilful acts, defects and defaults and also that each and every one of them the Trustees their, his or her and each and every one of their his or her heirs, executors, administrators and assigns shall have full and free power from and out of the Trust Property in the first place to reimburse and deduct to his or her or their proper use and benefit all sums of money costs, charges and expenses and demands whatsoever, which he/she or they in either of them can, shall or may reasonably incur bear or sustain or be put to in any manner

Mishra & Sons

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Trustee

aforesaid AND UPON every such appointment made under this clause the Trust property and the investments for the time being thereof shall be so transferred as to become vested in the new Trustee or Trustees either jointly with the continuing Trustees or Trustees or solely as the case may require AND every Trustee so appointed aforesaid may as well before as after such appointment act as fully and effectually as if he had been constituted a Trustee by these presents.

12. The Trustees may from time to time open in their own names one or more Bank Account with such schedule Bank or Banks as they shall from time to time decide and any two of the Trustees of whom the Managing Trustee shall be one shall have power to operate upon such account or accounts, to draw, endorse cheques and dividend warrants and to pay or cause to be paid up to, withdraw from such account or accounts any money forming part of the Trust property or to close such accounts and open others.

13. The Trustees shall have full power to file suits, make application or take out any proceedings in respect of the Trust Property for the preservation or in the interest thereof or to defend or reply to or appear in any suit applications or proceedings filed made or taken against them or to compromise or refer to arbitration such suit, application or proceedings in any claim or account whatsoever or any matter in which the interest of the Trust Property and its funds may be concerned or wherein the Trustees shall be reimbursed for all costs and expenses incurred by them in connection therewith.

14. The Trustees may deposit any deeds, securities or instruments held by them as such Trustees with any Banks for safe custody and may pay out of the income of the Trust Property any sum payable for such custody.

15. The Trustees shall cause proper accounts to be kept of the Trust Property and all additions thereto and the income thereof respectively and the accumulation of such income and the application thereof from time to time and shall on checking the same sign the account books once in each year. The account books so signed by the Trustees shall be examined, audited and certified by one or more properly qualified auditor or auditors once in each year and the audited statements of the account shall likewise be signed by all the Trustees.

16. Each one of the Trustees of these presents shall have free access to the books of account and other papers relating to the Trust property and the same shall be kept in the custody of the Managing Trustee.

17. The Trustees may at any convenient place in Mohali and at convenient intervals hold meetings from time to time as occasion may require for the transaction of business of the Trust Property and the Trusts thereof provided that, there shall be at least two meetings in a year.

(a) Any one trustee may convene a meeting of the Trustees for the transaction of any particular business and any business may be deposited by a circular instead of at a meeting unless the majority of the Trustees think otherwise.

Nishil Goel

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