

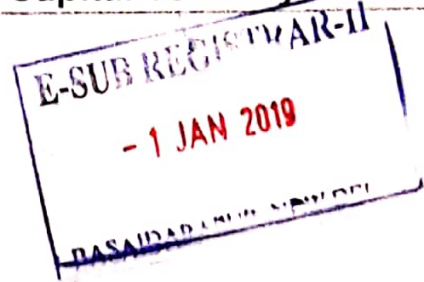


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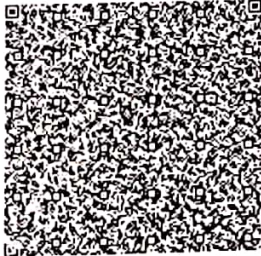
# INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp



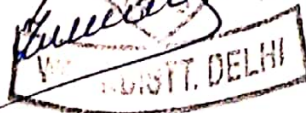
Certificate No.	: IN-DL23061849413359Q
Certificate Issued Date	: 31-Dec-2018 11:33 AM
Account Reference	: IMPACC (IV)/ dl919603/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL91960351098921418956Q
Purchased by	: PRERNA EDUCATIONAL TRUST
Description of Document	: Article 64 Trust
Property Description	: 7/218, RAMESH NAGAR, NEW DELHI
Consideration Price (Rs.)	: 0 (Zero)
First Party	: PRERNA EDUCATIONAL TRUST
Second Party	: Not Applicable
Stamp Duty Paid By	: PRERNA EDUCATIONAL TRUST
Stamp Duty Amount(Rs.)	: 200 (Two Hundred only)



.....Please write or type below this line.....



ANo. 209871978445



**Statutory Alert:**

1. The authenticity of this Stamp Certificate should be verified at "www.shoilestamp.com". Any discrepancy in the details on this Certificate or if as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate
3. In case of any discrepancy please inform the Competent Authority.



TRUST DEED

PRERNA EDUCATIONAL TRUST

THIS INDENTURE OF TRUST executed on 31-12-2018, By Sh. Tilak Raj Khurana residing at 7/123-124 Ramesh Nagar New Delhi -110015 (hereinafter referred to as the SETTLOR which term wherever the context so requires or admits shall mean and include his legal heirs, successors, executors, administrators and assigns of ONE PART

IN FAVOR OF

1. Sh. Tilak Raj Khurana S/o. Late Sh. Gyan Chand Khurana residing at 7/123-124 Ramesh Nagar New Delhi -110015
2. Mrs. Saroj Khurana W/o. Shri Tilak Raj Khurana residing at 7/123-124, Ramesh Nagar, New Delhi-110015.
3. Ms. Visha Agarwal W/o Mr. Manish Agarwal, R/o VIII. Suriya, Giridh Jharkhand -825320
4. Ms. Tanya Khurana s/o Mr. Rishi Khurana residing at 7/123-124 Ramesh Nagar, New Delhi-110015.

hereinafter referred to as 'THE TRUSTEES' which expression wherever the context so requires or admits shall mean and include their legal heirs, successors, executors, administrators and assigns of the SECOND PART.

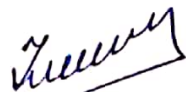
WHEREAS THE SETTLOR above named has been desirous of creating and establishing an educational and a charitable Trust.

AND WHEREAS THE SETTLOR above named has settled a sum of Rs. 5000/- (Rs. Five Thousand Only) as a fund,

AND WHEREAS THE SETTLOR above named has settled the assets and properties mentioned in the Schedule hereunder,

In favor of the TRUSTEES upon Trust with a view to give effect to his desire of creating and establishing a Trust for the purpose of General Welfare of Humanity and Mankind.

AND WHEREAS THE TRUSTEES named are willing to accept the office of the Trustees for the purpose of carrying out the wishes of the SETTLOR of the Trust under the provisions and directions set forth herein, so as to enable to pursue its vowed objects.



THIS INDEX

Deed Related Detail

Deed Name TRUST TRUST (MOVABLE)

Land Detail

Tehsil/Sub Tehsil SR II Basai Darapur

Village/City Ramesh Nagar

Building Type

Place (Segment) Ramesh Nagar

Property Type Residential

Property Address House No.:7/218, RAMESH NAGAR, NEW DELHI, Road No.: Ramesh Nagar

Area of Property 100.00 Sq. Yard 0.00 0.00

Money Related Detail

Consideration Amount 5,000.00 Rupees

Stamp Duty Paid 200.00 Rupees

Value of Registration Fee 1,000.00 Rupees

Pasting Fee 100.00 Rupees

This document of TRUST TRUST (MOVABLE)

Presented by: Sh/Smt. S/o, W/o R/o  
PRERNA EDUCATIONAL TRUST LT GYAN CHAND KHURANA 7/123-24 RAMESH NGR ND

in the office of the Sub Registrar, Delhi this 01/01/2019 11:47:46AM day Tuesday between the hours of

*Mithlesh Ullman*  
Registrar/Sub Registrar  
SR II Basai Darapur  
Delhi/New Delhi

Signature of Presenter

Execution admitted by the said: Shri / Ms.  
PRERNA EDUCATIONAL TRUST THROUGH TILAK RAJ KHURANA

and Shri / Ms.

NA

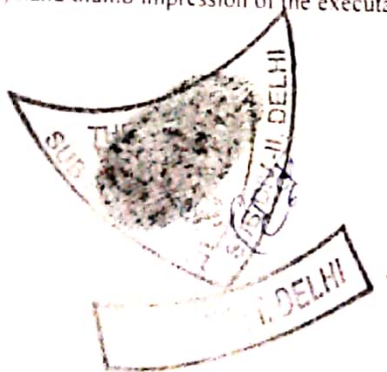
Who is/are identified by Shri/Smt/Km. SANJAY YADAV S/o W/o D/o SOHAN YADAV R/o 8/30 G F EAST PATEL NGR ND  
and Shri/Smt. Km TINKU S/o W/o D/o DHANPAT R/o 279/10 GAURAV NGR BLOCK-B KIRARI SULEMAN NGR DELHI

(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 01/01/2019

12:16:39



*Mithlesh Ullman*  
Registrar/Sub Registrar  
SR II Basai Darapur  
Delhi/New Delhi

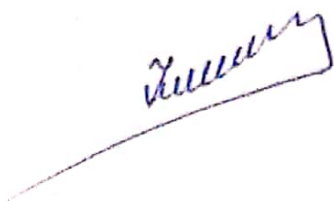
THIS INDENTURE WITNESSETH AS FOLLOWS

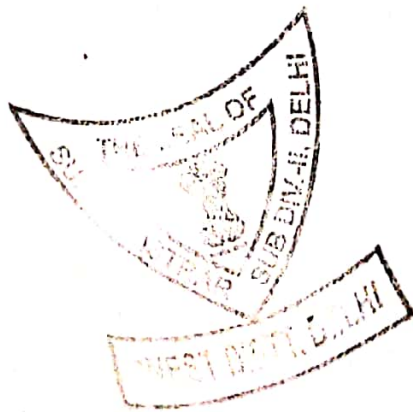
- 1) The SETTLOR above named hereby establishes a Public Charitable Trust by the name of "PRERNA EDUCATIONAL TRUST" for the purpose and upon the conditions set forth hereunder
- 2) The TRUSTEES named above shall be the first trustees and have given their consent to be appointed as the trustees and as token thereof, they have set their hands to this instrument
- 3) The SETTLOR hereby conveys, transfers and assigns to the TRUSTEES the above referred sum of Rs.5000/- (Five Thousand Only) as corpus to the TRUST, the receipt of which, the TRUSTEES do hereby admit and acknowledge.
- 4) The SETTLOR of the Trust hereby conveys, transfers, assigns to the TRUSTEES the assets and the properties mentioned in the Schedule hereunder, the possession of which the Trustees hereby admit and acknowledge, to have and to hold the same in trust as corpus of the Trust, to be used by the Trustees to carry out and fulfill the objects of the Trust set forth herein, and the SETTLOR of the Trust hereby relinquishes for all time any claim to or interest in the said assets and properties or fund forming the subject matter of the Trust.
- 5) The office of the Trust for the time being shall be at 7/218, Ramesh Nagar, New Delhi -110015, with the power given to the Trustees to shift the same to any other place as they may mutually agree upon.
- 6) The TRUSTEES do hereby agree that they shall hold and stand possessed of the said trust assets, properties and funds (which expression shall include all investments in cash or kind or in any nature whatsoever into and for which, the said property or a part or parts thereof may from time to time be converted, varied or exchanged) and/ or such investments as may be held by the TRUSTEES from time to time in relation to these presents together with all income, profits, additions and accretions thereof, upon trust for the object set out herein with and subject to the provisions and conditions hereinafter contained in these presents.

I. OBJECTS:

The objects of the Trust are:

1. Construction and maintenance any property that shall be utilized for the purpose of promotion and participation in education and for the benefit of the public.





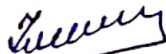
2. Construction, establish and running of Schools, colleges, education institutions, free dispensaries, Centers for poor feeding and homes for the aged for the benefit of the public in any part of INDIA.
3. Providing for grants, scholarships, fellowships and other forms of financial assistance to the needy and deserving students for pursuing education, vocational training, skill development etc related to the promotion of education amongst female candidates.
4. Granting of financial assistance to any educational institution for granting scholarships, prizes, medals, awards for excellence in studies, sports and scientific research, distribution of sports material, books and note books for poor and deserving students.
5. Establishment, conduct, maintenance of clinical laboratories, hospitals, nursing homes, dispensaries and institutions of similar nature and providing financial assistance to the deserving persons for medical treatment, in any medical institution.
6. Providing financial assistance for any camp/events under the name and banner of the TRUST.
7. Granting financial assistance to institutions performing similar activities.
8. Grant of donation to any Temple, Mosque, Church, Gurudwara and other places of worship and / or religious institutions for promotion of events and objects of the TRUST. However, the Trust shall not undertake any religious activities.
9. Providing for or contributing to education, research and development in the field of promotion of education to children in any part of INDIA.
10. Providing relief to the poor and advancing any other object of general public utility.
11. The Trust will not carry out any activities with the intention of earning profit and will perform with service motive only.

No activities of the Trust will be carried out outside India.

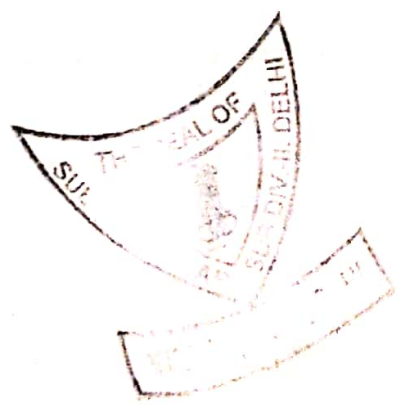
## II. BENEFICIARIES OF THE TRUST:

The Trust is established for the benefit of citizens of India and the class of people mentioned above without discrimination of caste, religion, creed or sex.

## III. PROPERTIES:



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The Trust properties shall consist of

1. The amount Transferred by the **SETTLOR** as mentioned above, towards the Corpus fund of the Trust.
2. The immovable properties and other assets transferred by **SETTLOR** as mentioned above.
3. Any cash, kind, properties, movable and immovable that may be acquired by purchase or otherwise or all manner of rights, title or interest in or over any property movable or immovable
4. All additions and accretions to the Trust properties and the income there from.
5. All donations, gifts, legacies or grants, in cash or kind accepted by the **TRUSTEES** upon Trust.

The properties of the Trust shall be utilized for the objects set forth herein above and subject to the provisions and conditions herein mentioned.

#### **IV. NUMBER OF TRUSTEES, THEIR TERM AND POWER TO CO-OPT:**

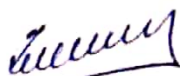
The Trust will be managed by a **Board of Trustees** consisting of not less than 2 trustees. The parties of the Second Part will be First Trustees and they shall automatically form the Board of Trustees.

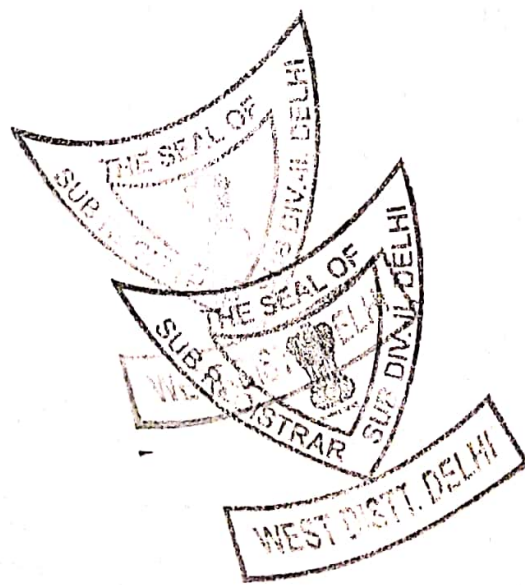
The first **Managing Trustee** shall be the **SETTLOR** and he will hold office for his life time. After the demise or relinquishment of office of the **Managing Trustee** or in the event of the first **Managing Trustee** failing to nominate his successor in office, the remaining trustees shall elect one of the other Trustees as **Managing Trustee**.

The term of office of First Trustees shall be for their respective lives. The Board of Trustees shall have the power to increase the total number of Trustees upto the maximum number stated above and fix their term as per provisions contained herein.

The **SETTLER Sh. Tilak Raj Khurana** will be absolute in-charge of the TRUST and will exercise all the Discretionary and Sovereign powers.

Any Trustee, including the **Managing Trustee** may retire from the Trusteeship hereof by giving two calendar months notice in writing of his or her intention to do so, to the Board of Trustees and after the expiry of the period of notice, the Trustee giving the notice shall ipso facto cease to be a Trustee of these presents.





Any vacancy caused by death of any one of the First Trustees, or any vacancy caused by the resignation of any of the Trustees, may be filled up by co-option by the Board of Trustees.

The Trustees who are not First Managing Trustee or First Trustees shall hold office for a period of three years from their date of appointment by the Trustees. At the end of this one year period, the Board of Trustees may reappoint them for subsequent term or appoint other persons as Trustees in such a manner that the total number of Trustees does not exceed the approved maximum number of Trustees.

The Managing Trustee shall have the power to remove a Trustee suffering from physical or mental disability or if he is accused of misfeasance of trust funds or property or misconduct, after satisfying himself on enquiry and such action of the Managing Trustee shall be final.

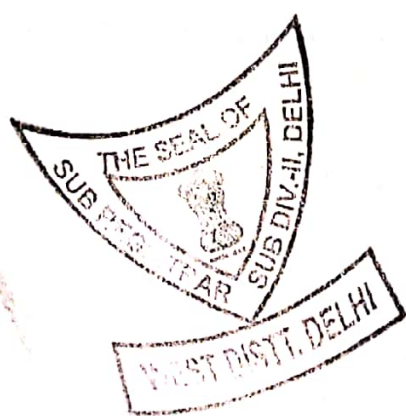
The proceedings of the Board of Trustees shall not in any way be invalidated due to any post or posts remaining vacant. During the time when a vacancy is yet to be filled up, the remaining Trustees shall act as "Full Board", subject to the presence of Quorum in the meetings. Any vacancy in the Board of Trustees or illegality in the appointment of Trustees or their proceedings shall not invalidate any prior act or decision of the Board.

#### **V. TRUST ADMINISTRATION AND POWER TO THE BOARD:**

##### **A. The Board of Trustees shall have power to:**

1. To administer the Trust, its properties and affairs and do all the things which will fulfill the performance of the objects for which the Trust is established and for this purpose the Board can apply the whole or any part of the Trust property towards the payment of the expenses of the Trust.
2. The income and the properties of the Trust will be solely utilized towards the objects of the Trust and no portion of it will be utilized for payment to the Settler, or Trustees or their relatives by way of salary, allowances, profit, interest, dividend etc.
3. To open one or more bank accounts and operate the same or provide for operation of the said accounts by any two among them authorized on their behalf.
4. To invest the Trust funds in the manner not prohibited by any provisions of the Income Tax Act, 1961.
5. To buy, sell, mortgage, grant, lease, hire or otherwise alienate all or any of the properties of the Trust in its discretion for adequate consideration, so however any sale or alienation of immovable properties of the trust

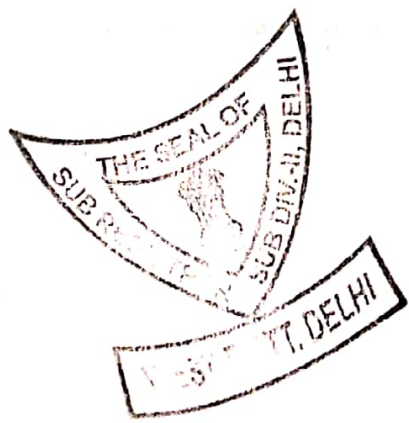
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can be done only after obtaining the prior approval of the Commissioner of Income Tax.

6. To execute power of attorney or powers of attorney to any person for the purpose of executing, administering or managing the whole or any part of the Trust for the purpose of all or some among the objects of the Trust.
7. To borrow if needed against the security of the assets of the trust by way of bank overdrafts, loan or otherwise, from Banks/ Open Market/ Secured Loan/ Unsecured Loans from Individuals/ corporates / business houses / NBFC as may be necessary, for the benefit of the trust and for more effectively carrying out the objects of the trust provided however the trustees unanimously agree on such borrowing and limited to the terms of their decision.
8. To receive, collect and enforce recovery of all monies due or payable to the Trust and grant receipts and discharges therefore.
9. To settle, compromise or compound any disputes or refer the same to arbitration or litigation.
10. To receive voluntary contributions from any person or persons from India or outside, after complying with the statutory formalities, by way of donation, gifts or in any other manner and to hold the same upon Trust for the objects set forth herein.
11. To appoint, suspend, dismiss or otherwise deal with the staff required for the administration of the Trust, to frame rules relating to their salaries and other benefits and generally to exercise all powers ancillary and incidental to effectively carry out the objects of the Trust.
12. The Board shall have power to make and rescind rules and regulations for the management and administration of the Trust.
13. No Trustee shall commit any act or breach of Trust of the Trust fund or property or cause any loss to the Trust property or commit fraud in the administration of the Trust fund / property.
14. The Trustees shall hold honorary office and shall not be entitled to any Salary, allowances or perquisites, except for the reimbursement of actual expenses incurred in connection with attending to the Trust matters.
15. The Board of Trustees will follow the instructions given by any donor who makes substantial contribution towards furtherance of the objects of the Trust, so long as such instructions are not detrimental to the attainment of the objects of the Trust and are in conformity with the provisions of the Income-tax Act, 1961.

*[Handwritten Signature]*



16. For the management and administration of the Trust, the Trustees may elect one amongst themselves for each of the offices of **Vice President, Secretary and Treasurer**. The term of office for Vice President, Secretary and Treasurer shall be for a period of one year from the date of their appointment and they may be re-elected for further terms. No Trustee including the Managing Trustee shall hold more than one of the above offices at the same time. The persons holding these offices of Vice President, Secretary and Treasurer shall be under the administrative guidance and supervision of the Managing Trustee and will report to him directly.

## **B. ROLES AND RESPONSIBILITIES AND POWERS**

The Roles, Responsibilities and powers of all these officers is defined below.

In addition to these, the Managing Trustee may grant additional roles, responsibilities and powers to any of the Trustees.

### **a) MANAGING TRUSTEE:**

In addition to discharging normal duties of a trustee, the Managing Trustee shall preside over meeting of the Board of Trustees. The Managing Trustee is authorized to sign all documents, including bank documents, acknowledgements for the contributions received, and agreements with individuals, Government Institutions and other organizations, on behalf of the Board of Trustees. The Managing Trustee shall have all the residuary powers, not explicitly assigned to any of the other officers in their presence.

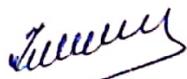
The Managing Trustee is authorized to sign along with the Treasurer - bank cheques, deposit release vouchers etc. The Managing Trustee is empowered to remove any Trustee from the Trust and its offices, if he/she finds that his/her activities are not congenial to the activities of the Trust.

The Managing Trustee is responsible for ensuring that the Trust pursues its Objects and for maintaining the dignity of the Trust organization and shall use his/her influence to promote the activities of the Trust.

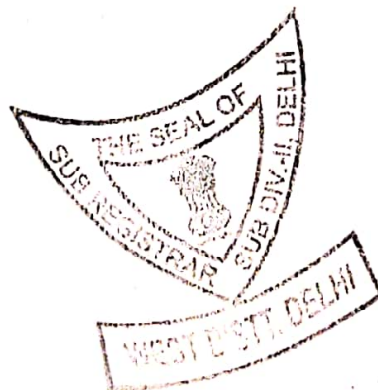
### **b) VICE PRESIDENT:**

The Vice President shall discharge the duties of the Managing Trustee, in the absence of the Managing Trustee of the Trust and shall have the power and authority delegated and assigned to him/her by the Managing Trustee.

### **c) SECRETARY:**



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The Secretary shall maintain the records of the organization prepare and circulate agenda and minutes of Board of Trustee meeting for the approval of the Managing Trustee.

The Secretary shall be also responsible for the day to day administration activities of the Trust. The Secretary shall deal with correspondence received by the Trust, send replies in consultation with the Managing Trustee, Vice President and/or the Treasurer where necessary. He/she is responsible for the safe custody of all the properties and records of the Trust. The Secretary shall represent the Trust in all legal matters, sign the papers related to legal cases, attend to courts or represent the Trust in Government offices.

**d) TREASURER:**

The Treasurer will prepare Annual Budget, monthly and yearly expenditure statements get the expenditure audited by auditor duly appointed by the Board of Trustees and place them before the Board of Trustees for approval. The Treasurer is responsible to maintain cash book and prepare vouchers for the payments made, receive contributions, sign acknowledgements for the amounts or articles received by the Trust and prepare monthly and yearly statements of revenue and expenditure, as well as, the register of assets of the Trust and place them before the Board of Trustees for their approval.

The Treasurer is authorized to sign bank cheques, application for drafts and payment instructions jointly with the Managing Trustee and draw money from the bank, upto the limits defined by the Board of Trustees in their meetings. The Treasurer is responsible for safe custody of cash, bonds, securities etc. of the Trust.

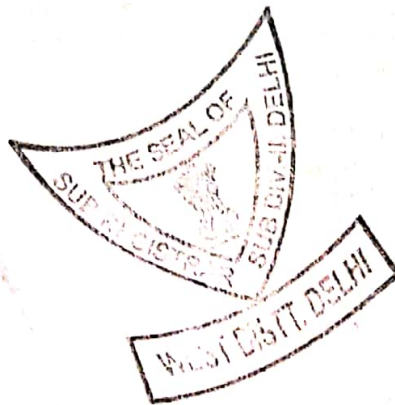
**VI. MEETING OF THE BOARD OF TRUSTEES:**

The Board of Trustees should meet atleast once in every calendar quarter and may meet more often when required.

- 1) The meeting of Board of Trustees shall be convened by the Managing Trustee and he shall preside over the meetings. In his absence, the Managing Trustee may authorize the Vice President to be the Chairman of such meetings. In the event when the Managing Trustee or Vice President are not able to attend the meeting, any of the Trustees present in the meeting may elect one amongst themselves to be the Chairman of the meeting.
- 2) One half of the Board of Trustees or a minimum of two trustees, whichever is higher, shall constitute the QUORUM for the Board of Trustee meetings.

*[Handwritten signature]*

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- 3) All decisions shall be carried out by the majority decision of the Board but in the event of equality of votes, the Chairman presiding over the meeting shall have a casting vote.
- 4) Any resolution in writing signed by all the Trustees by circulation shall have equal force as though it has been passed at a meeting of the Board of Trustees.
- 5) The meeting of the Board shall be convened after giving at least a week's notice unless all the Trustees agree to accept a shorter notice.
- 6) The Board of Trustees may invite other persons interested in the objects and functioning of the Trust to attend the meetings of the Board, but they shall not be entitled to vote in the meetings of the Board.

#### VII. BANK ACCOUNT:

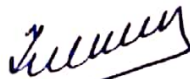
The Managing Trustee or any two Trustees authorized or any other authorized person for the purpose shall severally / jointly operate Bank Accounts on behalf of the Trust. In their absence, any of the Trustees may be authorized by the Board of Trustees, by a resolution, to operate the bank accounts. One or more Bank Accounts may be opened in any Bank and or Banks in the name of the Trust.

#### VIII. INVESTMENT OF TRUST FUNDS:

- 1) The Board of Trustees shall have the power to invest the funds, assets and properties of the Trust at their discretion in accordance with the provisions of the Income Tax Act, 1961.
- 2) The Board shall also determine from time to time, the amount it shall spend on the various activities of the Trust.

#### IX. ACCOUNTS AND AUDIT:

- 1) The financial year of the Trust shall be from 1<sup>st</sup> April to 31<sup>st</sup> March of the following year, unless otherwise decided by the Board of Trustees.
- 2) The Board of Trustees shall maintain true and correct accounts of the Trust.
- 3) The accounts of the Trust shall be annually audited by a Chartered Accountant appointed by the Board of Trustees and the audited statement of account shall be placed before the Board for its approval within three months of the close of the financial year.



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## X. AMENDMENTS:

- 1) While this Trust shall be irrevocable, the Board of Trustees may amend any of the clauses except those relating to objects of the Trust, the First Managing Trustee and First Trustees, at a duly convened meeting of the Board with at least 2 weeks' notice, and by a resolution passed by atleast three-fourths majority of the Board of Trustees present and voting. The amendments to the Trust deed, can only be passed by a resolution of the Board of Trustees in an actual meeting and not by circulation.
- 2) If any alteration or amendment is necessary, the same shall be affected through supplementary deed/deeds and these shall be read together with the main Trust deed.

## XI. INDEMNITY:

The Board of Trustees shall be indemnified for any act done by them in good faith in the course of the administration of the Trust.

## XII. SETTLOR AND THEIR RELATIVES:

Notwithstanding the powers vested with the Trustees under the proceeding clause, no part of the income of the Trust shall benefit directly or indirectly the trustees and no part of the income of the property of the Trust shall be used or applied directly or indirectly for the benefit of:

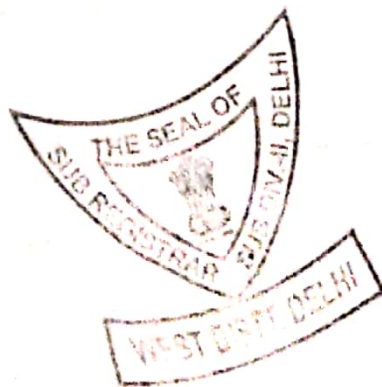
- (a) **SETTLOR, Managing Trustee, Trustees** or any person who makes a substantial contribution to the Trust or of any relative of the **SETTLOR, Managing Trustee, Trustees** or the person who makes a substantial contribution.
- (b) Any "related concern" in which any of the above persons has substantial interest.
- (c) For the purpose of this clause, the word "relative" and the phrases "related concern", "substantial interest" and "substantial contribution" shall have the meanings assigned to them in the Income Tax Act, 1961.

## XIII. APPLICABILITY OF TRUST ACT:

The provisions of the Indian Trust Act 1882 shall apply to all matters not specifically mentioned in these presents.

## XIV. APPLICATION OF INCOME TAX ACT:





All clauses herein are intended to secure exemption from Income Tax on the income of contributions and donations to the Trust and any clause or portion of this Deed of Trust which is inconsistent with or repugnant to the sections of the Income Tax Act, 1961 as amended, substituted or modified from time to time, shall be deemed to be deleted or modified with effect from the date on which the sections to which the clause or part of a clause is repugnant or inconsistent comes into force.

**XV. THIS TRUST IS DECLARED IRREVOCABLE.**

**XVI. DISSOLUTION:**

In the event of dissolution of the Trust, the entire Trust funds shall be realized and first be used for payment of liabilities of the Trust. The assets left if any, shall be disbursed to other Trusts or Associations having similar objectives after obtaining previous approval of Commissioner of Income-tax and in no event it shall be distributed in any other manner, to any of the Board of Trustees or their relatives or related concerns.

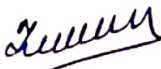
**SCHEDULE**

At present, the Trust has no property or assets, either movable or immovable, other than the Trust Fund and the immovable properties, donated by the SETTLOR, as described in the Schedule below:

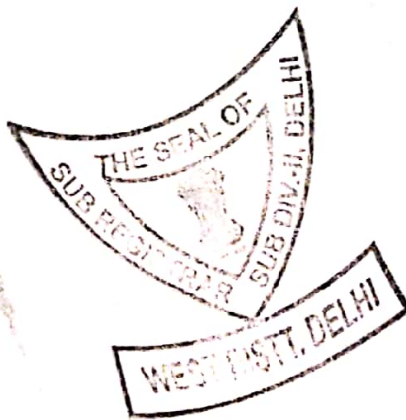
Cash contribution to the Corpus Fund of the Trust of Rupees 5000/-  
(Rupees Five Thousand only)

IN WITNESS WHEREOF THE SETTLER AND THE FIRST TRUSTEES here to have set their hands on the day, month, and year first above written.

**SIGNATURE OF SETTLOR**


Signature:  \_\_\_\_\_

Name: Tilak Raj Khurana  
Address: 7/123-24 Ramesh Nagar,  
New Delhi - 110015



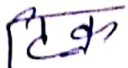


Witnesses:

1) Signature: 

Name and address SANJAY YADAV  
S/o. SH. SOHAN YADAV  
No. 8/30. G.F. EAST PATEL NAGAR,  
NEW DEHLI  
A.No. 4917/5857214.

2) Signature: \_\_\_\_\_

Name & Address: 

TINKU  
S/o. SH. DHANPAT  
No. 279/10. LAURAV NAGAR.  
BLOCK-B, KIRARI SULEMAN NAGAR,  
DEHLI

D.No. 1120090042887.

Reg. No.

Reg. Year

Book No.

1

2019-2020

4



1st Party



Witness

1st Party

2nd Party

PRERNA EDUCATIONAL TRUST THROUGH TILAK RAJ KHURANA

2nd Party

NA

Witness

SANJAY YADAV, TINKU

Certificate (Section 60)

Registration No 1 in Book No 4 Vol No 13,522

on page 1 to 13 on this date

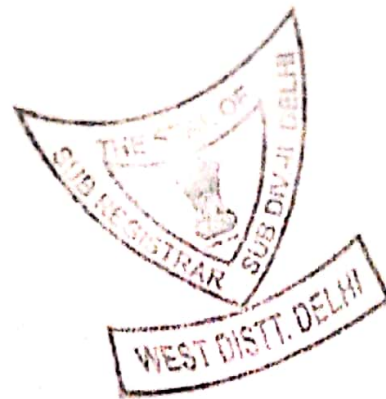
01/01/2019 12:36:00PM

day Tuesday

and left thumb impressions has/have been taken in my presence.

Date 01/01/2019 12:47:14

*Mithilesh Kumar*  
Sub Registrar  
SR II Basai Darapur  
New Delhi/Delhi



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