

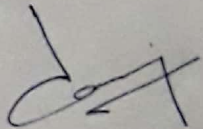
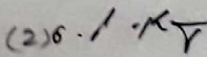
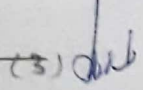
## TRUST DEED

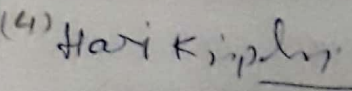
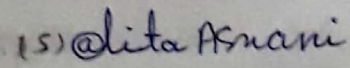
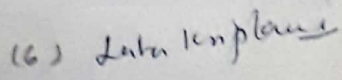
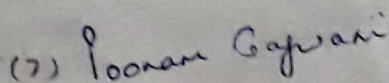
THIS DEED OF TRUST made at Bhopal on this 16th day of November, 2010 by **ShriJaisooraj Nambiar S/o. Shri A.Jayaraj Nambiar R/o. E-2/132, Arera Colony, Bhopal (Madhya Pradesh)** hereinafter called the Settlor of the Trust which expression unless repugnant to the context or meaning thereof includes their heirs, executors, and administrators, etc.

Whereas the Settlor of the Trust are possessed of and otherwise well and sufficiently entitled to the sum of **Rs. 5000/- (Rupees Five Thousand only)** hereinafter referred to as said property.

Whereas the Settlor of the Trust desire to irrevocably endowing the said funds upon trust for public, educational, and cultural, purposes, as hereinafter expressed and contained in this presents and in pursuance of such desire have already transferred paid and handed over the said property to the trustees mentioned below.

WHEREAS it is the desire of the Settlor of the Trust that the Corpus of the Trust may be further augmented from time to time by flow of funds and other assets including moveable and immovable and any other kind by way of Gifts, or Donations, acquisitions, allotments, grant exchange or otherwise etc., WHEREAS the following persons are appointed to be trustees for holding the said property in Trust for the purposes detailed in this Trust Deed:

(1)  (2)  (3)  ..... 2

(4)  (5)  (6)   
(7) 

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1. Shri Jaisooraj Nambiar S/o. Shri A. Jairaj Nambiar, Age 32 Year, E-2/132, Arera Colony, Bhopal,



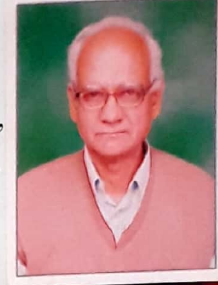
2. Shri Om Prakash Kriplani S/o. Late Shri Moolchand Kriplani, Age 56 Year, R/o E-7/71, Ashoka Housing Society, Arera Colony, Bhopal,



3. Shri G.M.Kriplani S/o. Late Shri Moolchand Kriplani, Age 68 Year, R/o R/o. A2/103, Paras City, E-3, Arera Colony, Bhopal,



4. Shri Hari Kriplani S/o. Late Shri Moolchand Kriplani, Age 66 Year, R/o C-322, Rameshwaram, Bagmugalia, Bhopal,



5. Smt. Adita Asnani W/o. Shri Vishan Asnani, Age 53 Year, E-2/132, Arera Colony, Bhopal,



6. Smt. Lata Kriplani W/o. Shri G.M. Kriplani, Age 67 Year, R/o. A2/103, Paras City, E-3, Arera Colony, Bhopal,



7. Smt. Poonam Gajwani W/o Shri Vikas Gajwani, Age 41 Year, R/o. H.No.-3, Pridarshini Paramount, Hoshangabad Road, Bhopal



**NOW THIS DEED OF TRUST WITNESSETH AS FOLLOWS:**

1. NAME The Trust hereby established shall be named as **VIDYA DEEP TRUST.**
2. PLACE Office of the Trust shall be situated At **E-2/132, ARERA COLONY, BHOPAL** (Madhya Pradesh) or at such other place in India as the Trustees may decide from time to time think fit.

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(4) Shri Krip...

(2) O. P. K. T.  
(5) Adita Asnani  
(7) Poonam Gajwani

(3) Lata Kriplani  
6 Lata Kriplani 3



3. OBJECTS The objects for which the Trust is founded are:
- 3.1 To establish, maintain and run Schools, Colleges, Social service centers, Industrial Training centre.
  - 3.2 To establish, Training Centre, and allied education institutions.
  - 3.3 To establish, Cultural, and Social Institutions,
  - 3.4 To Spread or promotion of education and learning in all its branches more specifically in Science and Technology.
  - 3.5 To advance Indian Culture and Literature, Service of this Country for the benefit of our Nation.
  - 3.6 To train teachers and workers in ideals and practice of the true spirit of the education and learning.
  - 3.7 To establish research and training centers for the furtherance of education/learning in it's various fields and branches.
  - 3.8 To undertake propaganda, training and education of the masses either of its own or in co-operation with similar Agencies working for the cause of all round development of the Society.
  - 3.9 To bring, publish and sell, distribute books, periodicals, leaflets, brochures and papers and also to open and maintain libraries, reading rooms for the promotion of the objects of the Trust.
  - 3.10 To run/ operate different types of education program/schools like formal, non-formal, pre-school for the education development of under privileged children of the community/trust.
  - 3.11 To function as a Non-communal Trust and as a secular organization.
  - 3.12 To establish centers for employment generation.
  - 3.13 To acquire and maintain the movables and immovable properties for achieving and said objects.
  - 3.14 To acquire, purchase or otherwise own or under take on loan or lease or hire temporality or permanently and movable or immovable property necessary or convenient for the furtherance of the objects of the trust.
  - 3.15 To advance any other objects of general public utility.
  - 3.16 To confer title on eminent personality in the field of science, education, literature, etc.,
  - 3.17 To establish the colleges to impart education in the area of higher education especially the emerging field like, Electronics, Bio-technology, and other allied fields.
  - 3.18 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.
  - 3.19 Providing financial assistance for performing annadaan and feeding the poor directly and through other institutions.
  - 3.20 Establishment, conduct, maintenance of old age homes, homes for physically challenged men, women and children and persons with similar disabilities and also for granting financial assistance to institutions performing similar activities.
  - 3.21 Grant of donation to any Temple, Mosque, Church, Gurudwara and other places of worship and / or religious institutions. However, the Trust shall not undertake any religious activities.
  - 3.22 Providing relief to the poor and advancing any other object of general public utility.
  - 3.23 To organized and take-up Health, Educational and Welfare programs for needy & poor Women & Children.

(1)

(4) Hari Kripalani

(2)

(5) Anita Asnani

(7) Poonam Gargani

(3)

(6) Lata Kripalani

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- 3.24 To work for Environmental Protection, Forestation, Plantation, Waste Land Management.
- 3.25 To provide various medical services such as organizing health and awareness camps of Immunization, Eye Care, Motherhood, Child Care, and Communicable Diseases.
- 3.26 To prevent any epidemics and to advocate both permanent and temporary measures of Family Planning.
- 3.27 To help poor, widows, handicapped, orphans, old aged, mentally retired and under privileged section of the trust/community.
- 3.28 To provide basic medical facility, sanitation, general health care and other needful support which can be helpful for public to overcome sufferings and agony of any natural and manmade disaster and to facilitate them to rehabilitate.
- 3.29 To undertake activities for sensitizing people to preserve the natural resources of our nation and to maintain the ecological balance of the area.
- 3.30 To provide and facilitate legal assistance to underprivileged and poor section of trust to fight for their rights and justice.
- 3.31 To promote traditional games along with the contemporary sports among youth & others.
- 3.32 To work for welfare & support for the families of Martyrs and Prisoners.
- 3.33 To work against the exploitation of Animals & Birds and make sincere efforts to protect them.
- 3.34 To celebrate annual day of the trust every year as cultural & social event.
- 3.35 To take-up, initiate or assist social development activities or welfare programs for bringing positive change in the lives of the common people.
- 3.36 To save or protect National Heritage, Buildings or Places of the archeological & historic importance.
- 3.37 To spread the teachings & thoughts of great leaders, philosophers, thinkers, reformers and saints.

The trust shall be an irrevocable public educational, cultural trust for the benefit of all persons belonging to whatever community irrespective of Caste, Creed or Religion, the Trustees shall stand possessed of the said amount of corpus endowed by the Settlor of the trust and such other properties (both movable and immovable) as may be acquired from time to time by the Trust, by purchase, exchange, grant, allotment, subscription, endowment, donation, contribution, or in any manner to whatsoever (all of which shall be designed as Trust properties) on the Trust herein mentioned.


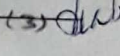
#### 4 PROPERTIES:

The Trust properties shall consist of Rs.5000/-.

The amount Transferred by the SETTLOR as mentioned above, towards the Corpus fund of the Trust.

The immovable properties and other assets transferred by SETTLOR as mentioned above.

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. All additions and accretions to the Trust properties and the income there from All donations, gifts, legacies or grants, in cash or kind accepted by the Trustees upon Trust. The properties and funds of the Trust shall be applied only for the purpose of the Trust and for the due administration of its business affairs and properties provided however that this shall not preclude payment of any remuneration or allowance or giving of residential accommodation or any perquisites to any trustee in connection with the work carried out by him/her for the purpose of the Trust.

(1)  (2) O. V. K. (3)  ..... 5  
(4) Harzi Kripalani (5) Dita Asnani (6) Lata Kripalani  
(7) Poonam Gajwani



**5 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 3 trustees and not more than 9 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.

**6 DISSOLUTION:**

In the event of dissolution of winding up of the Trust the assets of the trust remaining on the date of dissolution shall under no circumstance be distributed among the Trustees, but the same shall transferred to other Trust, Society, Association or Institution whose objects are similar to those of this Trust.

**7 Trustees:**

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.


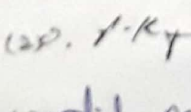
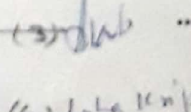
The Trustees who are not First Managing Trustee or First Trustees shall hold office for a period of one year from their date of appointment by the Trustees. At the end of this one year period, the Board of Trustees may reappoint them for subsequent term or appoint other persons as Trustees in such a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

**7 THE BOARD OF TRUSTEES SHALL HAVE THE FOLLOWING POWERS:**

- 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.

(1)  (2)  (3)  ..... 6  
 (4) Hari Kiplani (5) Lata Kiplani (6) Lata Kiplani  
 (7) Poonam Gargani



- 7.3 To appoint a managing Trustee, when necessary.
- 7.4 To review the affairs of the Trust and a necessary.
- 7.5 To appoint officers and members of staff for the Trust and to prescribe their condition of service.
- 7.6 To open and to provide for operating banking accounts.
- 7.7 To raise loans with or without security or to invite donation and financial help.
- 7.8 To receive the honorarium or salary against his/her services or involvement in any of the project or program run by the Trust, which must be decided by the Board of Trustees and approved by the Chairman / Chairperson.
- 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 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 jointly with signatures of any two members of Board of Trustees. The financial year for the Trust shall be from 1st April to 31st March and the accounts of Trust or institution (s) or programme (s) run by the Trust shall be audited yearly by the auditors b(s) or chartered accountant or a firm of chartered accountants to be appointed by the Board of Trustees and the fee for auditor(s), if paid, shall be a part of outgoing amounts from the Trust Funds.
- 7.16 To give guarantee of the assets and property of the Trust, including the bank guarantee on behalf of the Trust to carport 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 gift, lease, and transfer the immovable and moveable properties of the Trust.
- 7.18 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.
- 7.19 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.

(1)

(4) Hank Kipling

(2) 0.1.127

(3)

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(5) Dita Asnani (6) Dita Kriplani

(7) Ioonan Gajiani



- 7.20 To appoint from time to time on such terms and conditions as they may determine a Secretary, Manager, Executive Director, Director(s) and other officer(s) or members(s) of staff for carrying out the activities of the Trust and to remove at any time any such Secretary, Manager, Executive Director, Director(s) and other officer(s) or members(s) of staff.
- 7.21 After meeting the object 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.
- 7.22 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.
- 7.23 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.
- 7.24 All questions relating to the management of the Trust or the exercise of the powers vested in the Trust shall be decided at a meeting or, if necessary and expedient, by circulation. Every such question shall be decided by a majority of the Trustees present and voting in any meeting of Board of Trustees or by the circulation, as the case may be and any action or decision of such majority shall be as valid as if it was done or made by the all Trustees. The Chairman / Chairperson shall have a casting vote.
- 7.25 In case of occurrence of any vacancy amongst the Trustees because of death, resignation or incapacity of any Trustee or any other cause, a new Trustee may be appointed to fill the Vacancy.
- 7.26 All matters not provided for in this Trust deed but necessary for the administration of the Trust or for giving effect to the objectives of the Trust may by resolution(s) made by the Board of Trustees carried by a special majority of two third of total number of the Trustees.

## 8. AMENDMENTS:

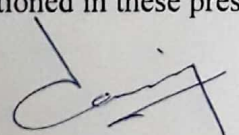
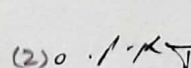
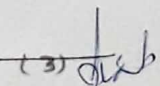
- 1) While this Trust shall be irrevocable, the Board of Trustees may amend any of the clauses except those relating to objects of the Trust, the First Managing Trustee and First Trustees, at a duly convened meeting of the Board with at least 2 weeks' notice, and by a resolution passed by at least three-fourths 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 with the previous approval of the Commissioner of Income Tax and these shall be read together with the main Trust deed.

## 9. 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.

## 10. APPLICABILITY OF TRUST ACT:

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

(1)  (2)  (3)  ..... 8

(4) Hari Kripalani (5) Anita Asrani (6) Anita Kripalani  
(7) Poonam Gargiani



**11. 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.

**IN WITNESS WHEREOF THE SETTLOR OF THESE AND TRUSTEES HERETO HAVE SET THERE RESPECTIVE HANDS THE DAY AND YEAR FIRST HEREIN ABOVE WRITTEN**

**WITNESS:**

1. P. Vishwakarma,  
FM-1, Mansarovar Complex BPL
2. [Signature]  
FM-1, Mansarovar Complex Bhopal.

1. Jaisooraj Nambiar  
Settlor of the Trust.

1. Shri Jaisooraj Nambiar  
S/o. Shri A. Jairaj Nambiar
2. Shri Om Prakash Kriplani  
S/o. Late Shri Moolchand Kriplani
3. Shri G.M.Kriplani  
S/o. Late Shri Moolchand Kriplani
4. Shri Hari Kriplani  
S/o. Late Shri Moolchand Kriplani
5. Smt. Adita Asnani  
W/o. Shri Vishan Asnani
6. Smt. Lata Kriplani  
W/o. Shri G.M.Kriplani
7. Smt. Poonam Gajwani  
W/o Shri Vikas Gajwani

Trustees.

[Signature]

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