

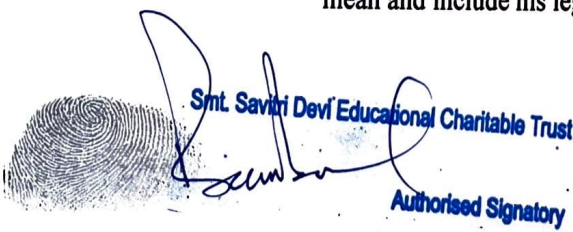


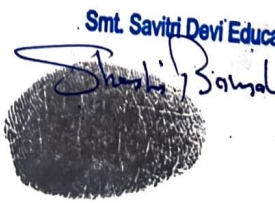
(e Stamp No. IN-UP05960893925532V Date 11-05-2023 Amount 750/-)


AMENDED AND RESTATED TRUST DEED


THIS AMENDED AND RESTATED TRUST DEED (the “Deed”) is made on this 11 day of May , 2023 at Agra, Uttar Pradesh, India, by and amongst;


- (a) **PRAVEEN BANSAL**, Son of Mr. Kailash Nath Bansal, aged about 67 years, an individual with AADHAAR number 8837 5628 1755 and residing at 2, Daya Nagar, Shaheed Nagar Crossing, Agra – 282 001, Uttar Pradesh, India (hereinafter referred to as the “Settlor” or “Trustee 1”, which expression shall, unless repugnant to the subject or context thereof, be deemed to mean and include his legal heirs, successors and permitted assigns);
- (b) **SHASHI BANSAL**, wife of Mr. Praveen Bansal, aged about 72 years, an individual with AADHAAR number 7568 9989 8846 and residing at 2, Daya Nagar, Shaheed Nagar Crossing, Agra – 282 001, Uttar Pradesh, India (hereinafter referred to as the “Trustee 2”, which expression shall, unless repugnant to the subject or context thereof, be deemed to mean and include his legal heirs, successors and permitted assigns); and
- (c) **SPARSH BANSAL**, son of Mr. Praveen Bansal, aged about 35 years, an individual with AADHAAR number 4206 1079 1876 and residing at 2, Daya Nagar, Shaheed Nagar Crossing, Agra – 282 001, Uttar Pradesh, India (hereinafter referred to as the “Trustee 3”, which expression shall, unless repugnant to the subject or context thereof, be deemed to mean and include his legal heirs, successors and permitted assigns).
- (d) **KIRTI SHARMA**, Daughter of Kuldeep Sharma, aged about 33 years, an individual with AADHAAR number 4903 9690 0341 and residing at D 2101 Mantri Celestia, Wipro Junction, ISB Road, Nanakramguda, Gachibowli, K.v. Rangareddy-500032, Telangana, India (hereinafter referred to as the “Trustee 4”, which expression shall, unless repugnant to the subject or context thereof, be deemed to mean and include his legal heirs, successors and permitted assigns);



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- (e) **HUSIEN DOHADWALLA**, Son of Burhani Dohadwalla, aged about 42 years, an individual with AADHAAR number 5507 2870 6990 and residing at #Flat No. 131, Dr. A.N. Nair Road, Next to Agripada Police Station, Agripada, Mumbai, Maharashtra – 400011 (hereinafter referred to as the “Trustee 5”, which expression shall, unless repugnant to the subject or context thereof, be deemed to mean and include his legal heirs, successors and permitted assigns);

- (f) **NARLA SAIKRISHNA**, Son of Narla Pitchalah Sastry aged about 35 years, an individual with AADHAAR number 5350 5624 7075 and residing at Tower-21, Flat No. 801, Vipul Greens, Sohna Road, Sector-48, South City-II, Gurgaon South City II, Gurgaon, Haryana – 122 018Plot No. 21 22 Flat No. 302, Deva Sai Residency Balaji Nagar Near S B I Bank Nizampet Village Quthbullpur Nizampet Rangareddi Andra Pradesh 500090 (hereinafter referred to as the “Trustee 6”, which expression shall, unless repugnant to the subject or context thereof, be deemed to mean and include his legal heirs, successors and permitted assigns);

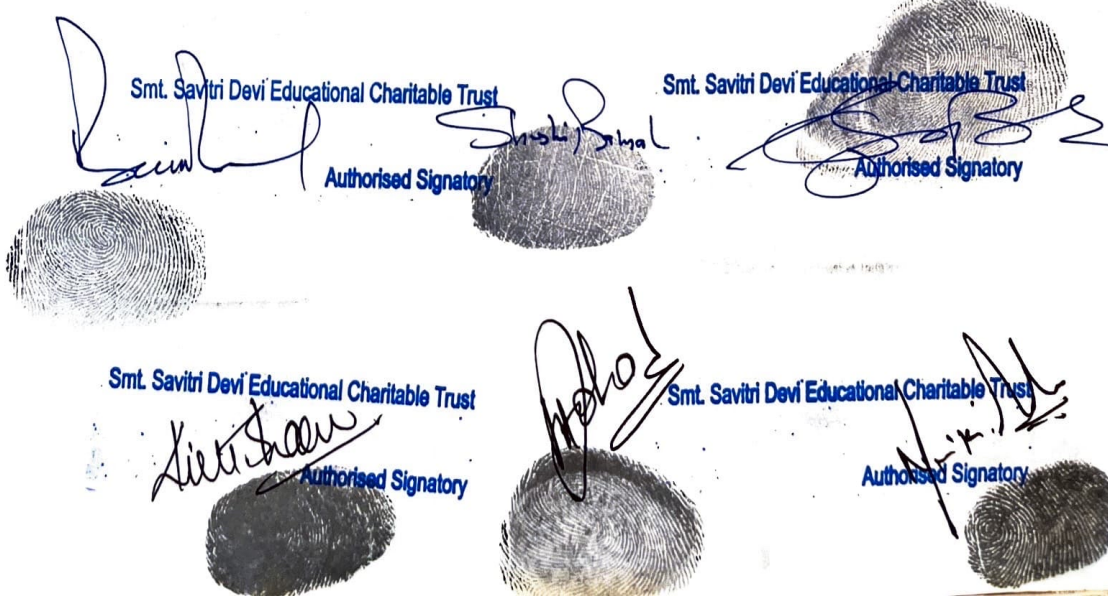
The Settlor/ Trustee 1, Trustee 2 and Trustee 3 are hereinafter collectively referred to as the “**Founder Trustees**” and individually as “**Founder Trustee**”.

Trustee 4, Trustee 5 and Trustee 6 are hereinafter collectively referred to as the “**School Trustees**” and individually as “**School Trustee**”.

The Founder Trustees and the School Trustees are hereinafter collectively referred to as Trustees.

WHEREAS:

- A. The Settlor has *vide* a family deed of trust dated July 28, 2011 (“**Original Trust Deed**”)executed amongst the Settlor, Trustee 2 and Trustee 3, settled ‘**Smt. Savitri Devi Educational Charitable Trust**’ with the object, amongst others, of establishing, running, managing and administering schools/ colleges/ universities in various disciplines for charitable purposes and for the benefit of poor, handicapped, socially and economically backward and physically challenged students, as more particularly provided in the Original Trust Deed.



- B. The Founder Trustees, vide a resolution dated 9th September 2022, had inducted the School Trustees, who have vast experience in the education sector and in setting up, managing and operating schools / educational institutions across the Country, as trustees of the Trust. The Trustees have further resolved to induct and replace the erstwhile Trustee 6, i.e., Mr. Sudhir Chitnis with the new Trustee 6 pursuant to resignation of erstwhile Trustee 6, i.e., Mr. Sudhir Chitnis.
- C. The Founder Trustees have realised that the Original Trust Deed has become inadequate to cater to the growing needs of the Trust in these modern times and therefore, wish to amend and restate the Original Trust Deed by way of execution of this Amended and Restated Trust Deed.
- D. The Parties hereto desire to set out the agreements, terms and conditions which shall govern their mutual and respective rights, powers and obligations with respect to the settlement and administration of the Trust.

NOW THIS AMENDED AND RESTATED TRUST DEED WITNESSETH and it is hereby agreed and declared as follows:



1. DEFINITIONS AND INTERPRETATION



1.1 Definitions



Unless otherwise specifically defined elsewhere in this Deed, the following capitalised terms shall have the following meanings:


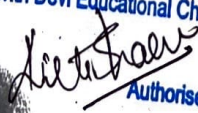
“**Applicable Laws**” means all laws, regulations, directives, statutes, subordinate legislation, common law and civil codes of any jurisdiction, all judgments, orders, notices, instructions, decisions and awards of any court or competent authority or tribunal exercising statutory or delegated powers and all codes of practice having force of law, statutory guidance and policy notes, in each case, to the extent applicable to the Parties or any of them, or as the context requires.



“**Board**” or “**Board of Management**” means the board constituted solely by the School Trustees (appointed only by recommendation of the Operator and who shall have the sole and absolute authority over the School Operations) vide a unanimous resolution passed by the General Body in accordance with clause 7.1, who shall have sole control, authority and powers over the operations, affairs, finances and assets of the School.



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आवेदन सं०: 202300766027091

न्यास पत्र

बही सं०: 4

रजिस्ट्रेशन सं०: 263

वर्ष: 2023

प्रतिफल- 10000 स्टाम्प शुल्क- 750 बाजारी मूल्य - 0 पंजीकरण शुल्क - 100 प्रतिलिपिकरण शुल्क - 140 योग : 240

श्री प्रवीन बंसल,
पुत्र श्री कैलाश नाथ बंसल
व्यवसाय : अन्य
निवासी: 2 दया नगर शहीद नगर क्रासिंग आगरा



ने यह लेखपत्र इस कार्यालय में दिनांक 17/05/2023 एवं 02:30:55 PM बजे
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

इशा अरुण खत्री
उप निबंधक :सदर पंचम
आगरा
17/05/2023

प्रकाश नारायण .
निबंधक लिपिक
17/05/2023

प्रिंट करें



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“Business” means the businesses, from time to time, carried on by the Trust, including those by School of the Trust.

“Bye Laws” shall mean the Affiliation bye laws notified by the Central Board of Secondary Education dated October 18, 2018, as amended, modified, supplemented or replaced from time to time.

“Deed” means this Amended and Restated Trust Deed, as amended, varied, and modified from time to time which shall amend and supersede the Original Trust Deed in its entirety.

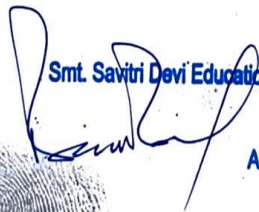
“Definitive Agreements” shall have the meaning ascribed to it in the O&M Agreement.


“Event of Default” shall have the meaning ascribed to it in the O&M Agreement.


“General Body” shall mean the body of members of the Trust comprising of the Founder Trustees and the School Trustees as constituted in accordance with clause 6, which shall be responsible for the overall management of the Trust and its activities.


“General Body Meeting” means a meeting of the General Body convened in terms of this Deed.


“Governmental Authority” means any supra-national, national, state, municipal or local government (including any subdivision, court, administrative agency or commission or other authority of the same) or any quasi-governmental, industry or trade or private body exercising any regulatory or quasi-regulatory, taxing, importing or other governmental or quasi-governmental power or authority or any tribunal or judicial body, including any authority which has, or would have, any jurisdiction to the Business or any activities of the Business and shall in respect of the School to the extent relevant, mean the Appropriate Government.



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आवेदन सं०: 202300766027091

बही सं०: 4

रजिस्ट्रेशन सं०: 263

वर्ष: 2023

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त
न्यासी: 1

श्री प्रवीन बंसल, पुत्र श्री कैलाश नाथ बंसल

निवासी: 2 दया नगर शहीद नगर क्रॉसिंग आगरा

व्यवसाय: अन्य

न्यासी: 2



श्रीमती शशी बंसल, पत्नी श्री प्रवीन बंसल

निवासी: 2 दया नगर शहीद नगर क्रॉसिंग आगरा

व्यवसाय: अन्य

न्यासी: 3



श्री स्पर्श बंसल, पुत्र श्री प्रवीन बंसल

निवासी: 2 दया नगर शहीद नगर क्रॉसिंग आगरा

व्यवसाय: अन्य

न्यासी: 4



श्रीमती कीर्ती शर्मा, पुत्री श्री कुलदीप शर्मा

निवासी: डी 2101 मंत्री कैलेस्टिया विप्रो जंक्शन आईएसबी रोड
नानकर्मगुडा गाचीवोली के वी रंगरेडडी तेलमना

व्यवसाय: अन्य

न्यासी: 5

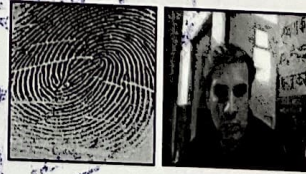


श्री हुसैन डोहदवाला, पुत्र श्री बुरहानी डोहदवाला

निवासी: फिलेट संख्या 131 डा0 ए एन नायर रोड आग्रीपाडा
पोलीस स्टेशन आग्रीपाडा मुम्बई

व्यवसाय: अन्य

न्यासी: 6

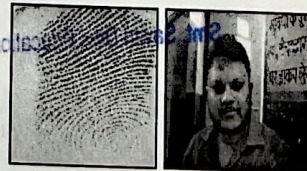


श्री नरला साईकृष्णा, पुत्र श्री नरला पितचालह सास्ती

निवासी: टॉवर संख्या 21 फिलेट नम्बर 801, विपुल ग्रीन्स सोहाना
रोड सेक्टर 48 साउथ सिटी 2 गुडगाव हरियाणा

व्यवसाय: अन्य

ने निष्पादन स्वीकार किया जिनकी पहचान



“INR” or “Indian Rupees” means Indian Rupees, the lawful currency of India.

“Lease Deed” shall mean the lease deed dated 16.08.2011, as amended from time to time executed in respect of the School, between the Mr. Praveen Bansal as the lessor and the Trust as the lessee.

“Lease Rent” shall have the meaning given to it in Lease Deed.

“Operator” shall mean Purelearn Eduserve AP Private Limited, with whom the Trust has entered into the O&M Agreement in relation to the operation, maintenance and management of the School.

“O&M Agreement” shall mean the agreement dated 9th September 2022 entered into between the Trust and the Operator in relation to the operation, maintenance, and management of that School.

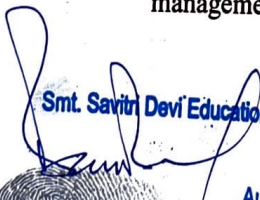
“Original Trust Deed” shall mean the meaning given to it in Recital B.


“Party” or “Parties” means a party or the parties to this Deed.


“Person” means an individual, an association, a corporation, a limited liability company, a partnership, a joint venture, a trust, an unincorporated organization, a joint stock company or other entity or organization, including a Governmental Authority.


“Reserved Matters 1” shall mean and include the following:


- (a) Any motion/matter initiated by the Founder Trustees and/or the School Trustees pertaining to the Trust properties (other than the properties, assets and revenues of the School and used by the School and the School Operations), which are not concerned, related, directly or indirectly, with the School, its revenues, its assets, its operations, maintenance and management;



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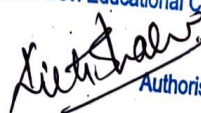




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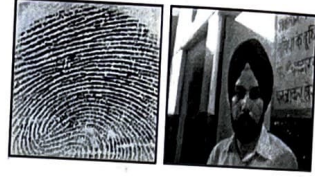
पहचानकर्ता : 1

श्री सरबजीत सिंह, पुत्र श्री परमिन्दर सिंह

निवासी: 180 स्ट्रीट नम्बर एक दशमेश नगर मिलेरगंज लुधियाना
पंजाब

व्यवसाय: अन्य

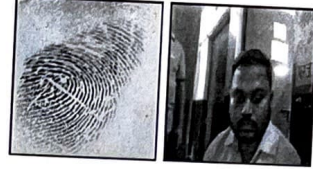
पहचानकर्ता : 2



श्री रवि कुमार, पुत्र श्री यादराम

निवासी: 63ए/28 डिफेन्स कोलोनी आगरा कैण्ट आगरा

व्यवसाय: अन्य



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिए
गए है।
टिप्पणी:इशा अलखानी प्रभारी
उप निबंधक : सदर पंचम
आगरा
17/05/2023प्रकाश नारायण .
निबंधक लिपिक आगरा
17/05/2023

प्रिंट करें



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Charitable Trust

Smt. Savita Devi Educational Charitable Trust

Charitable Trust

"Reserved Matters 2" shall mean and include the following:

- (a) Any motion/matter initiated by the Founder Trustees, to collectively (and not independently) (i) remove the School Trustees (including the reconstitution of the Board) and (ii) terminate the O&M Agreement and takeover of the School Operations and (iii) change in the authorised signatories and operating instructions in relation to the bank accounts of the Trust (including the School), only after and pursuant to occurrence of an Event of Default in relation to and in the nature of a payment default under any of the Definitive Agreements and such payment default not being cured even after the expiry of cure periods prescribed in relation thereto;


"Reserved Matters 3" shall mean and include the following:

- (a) Any motion/matter including such motion/matter initiated by the School Trustees or the Founder Trustees pertaining to the properties, assets and revenues of the School and used by the School and the School Operations, which are concerned, related, directly or indirectly, with the School, its revenues, its assets and its operations, maintenance and management;

"School" shall mean the Mount Litera Zee School ("MLZS"), Agra situated at Village Naufri Near Power Grid MDR 113W, Shamshabad Road, Agra, Uttar Pradesh - 283125, India.


"School Board" means the Central Board of Secondary Education or any other board of education, as the case may be, to which a School of the Trust is Affiliated or from which Affiliation is sought by the Trust.

"School Operations" shall mean and include all the assets owned and used by the School, the revenues, cashflows, operations, maintenance, and management of the School along with the students, staff (teaching and non-teaching), and other tangible assets and intangibles, service contracts, insurance policies and contracts, and all other contracts, services and obligations pertaining to the operations, maintenance and management of the School.




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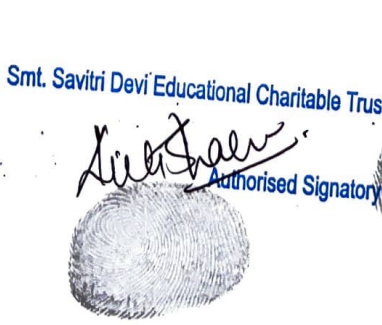
 Smt. Savitri Devi Educational Charitable Trust

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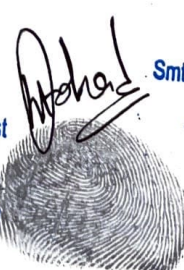
 Smt. Savitri Devi Educational Charitable Trust

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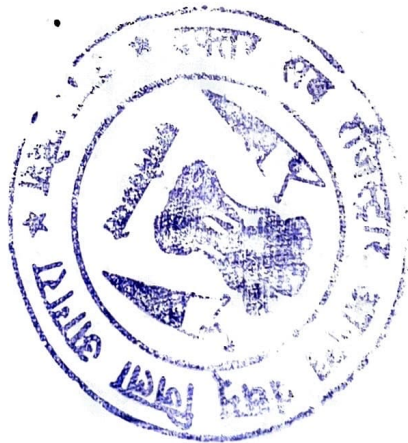
 Smt. Savitri Devi Educational Charitable Trust

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“School Trustees” shall mean the trustees nominated by the Operator from time to time which have been / shall be appointed as trustees of the Trust under the Indian Trusts Act, 1882 (as amended) and who constitute the General Body of the Trust along with the Founder Trustees, and who shall have the sole and absolute right and authority on the School and the School Operations without any interference from the Founder Trustees and shall have the right to vote and participate in the decision-making on all matters pertaining to the Trust except the Reserved Matters 1 and Reserve Matters 2.

1.2 Interpretation

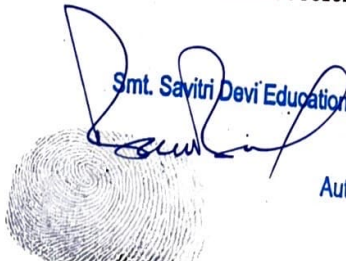
1.2.1 Any reference to a statute, statutory provision, enactment, directive or regulation shall be a reference to such statute, statutory provision, enactment, directive or regulation as amended, consolidated, re-enacted, modified or replaced from time to time, except to the extent that any amendment, consolidation, re-enactment, modification or replacement enacted after the date of this Deed would extend or increase the liability of either Party to the other Party under this Deed.

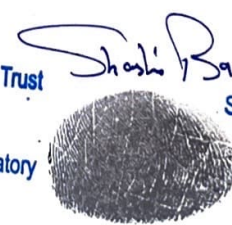
1.2.2 References to this Deed include the Recitals and Schedules which form part of this Deed for all purposes. References to the Recitals, Clauses, sub-clauses and Schedules are to the recitals, clauses and sub-clauses of, and schedules to this Deed.

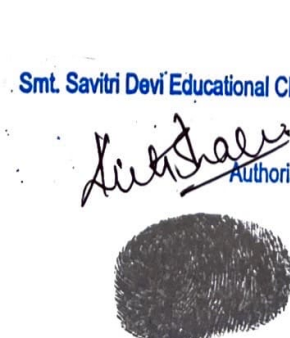
1.2.3 References to this Deed include this Deed as amended or supplemented in accordance with the terms set out herein.

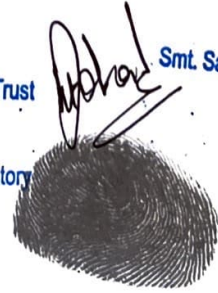
1.2.4 References to documents “in the agreed form” or any similar expression shall be to documents agreed between the Parties, annexed to this Deed and initialled for identification by, or on behalf of, each Party.


1.2.5 Clauses and paragraph headings and the table of contents are inserted for ease of reference only and shall not affect construction of this Deed.


Smt. Savitri Devi Educational Charitable Trust
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Shashi Bama
Smt. Savitri Devi Educational Charitable Trust
Authorized Signatory


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1.2.6 General words shall not be given a restrictive meaning because they are preceded or followed by particular examples and references to the words and phrases “includes”, “including”, “in particular” (or any terms of similar effect) shall not be construed as implying any limitation.


1.2.7 Except where specifically required or indicated otherwise:

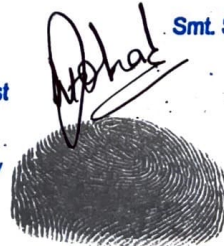
- (a) words in the singular shall include the plural and vice versa;
- (b) any reference to one gender includes other genders;
- (c) any reference to “writing” or “written” includes any method of reproducing words or text in a legible and non-transitory form and, except where expressly stated otherwise, shall include e-mail;
- (d) any reference to a Person includes a reference to any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
- (e) any period of time is calculated exclusive of the day from which the time period is expressed to run or the day upon which the event occurs which causes the period to start running; and
- (f) a day is to be interpreted as the period of time commencing at midnight and ending 24 (twenty-four) hours later.


1.2.8 The Parties have participated jointly in the negotiation and drafting of this Deed; accordingly, in the event an ambiguity or a question of intent or interpretation arises, this Deed shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favouring or disfavouring any Party by virtue of the authorship of any provisions of this Deed.


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2. AMENDMENT AND RESTATEMENT OF THE ORIGINAL TRUST DEED

The Original Trust Deed is hereby amended and restated in its entirety on the terms of this Deed. Any activities to be carried out by the Trust in furtherance to its aims and objectives, on or after the date of this Deed shall be in accordance with the terms of this Deed.

3. REGISTERED OFFICE OF THE TRUST

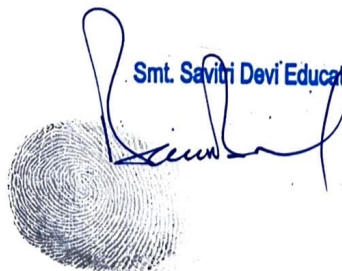
The Trust constituted and declared by the Founder Trustees, now comprising of the Trustees, shall continue to have its registered office at [Village Naufri Near Power Grid MDR 113W, Shamshabad Road, Agra, Uttar Pradesh – 283125, India] and at such other place or places as the Trustees herein may decide upon from time to time.


4. AIMS & OBJECTIVES OF THE TRUST


4.1 It is the intention of the Parties that, at all times during the continuance of this Trust Deed, the activities of the Trust shall be confined to the Objects as defined in clause 4.2 below, unless otherwise agreed by the Founder Trustees in terms of the Original Trust Deed and Applicable Laws.

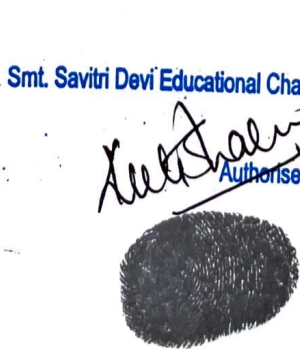
4.2 The Trust shall have the following objects ("Objects"):

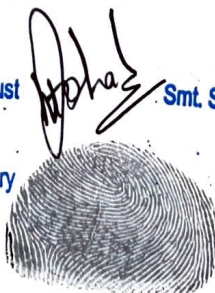
- (a) To serve poor, suppressed and depressed, backward and others further to establish, maintain, run, improve and develop educational institutions, Schools, colleges, polytechnics, medical and engineering colleges and private universities including hostels, research institutions without any motive for profit.
- (b) To seek and get affiliation for the various institutions run by the Trust and private universities to be formed into course from various universities/educational boards of different disciplines.



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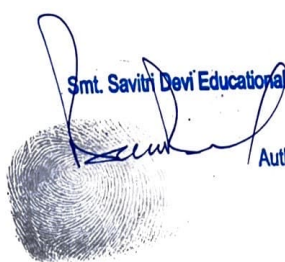
- (c) To award scholarship and prizes etc to the poor and deserving students.
- (d) To establish, maintain, run, improve and develop libraries reading rooms and other facilities for the benefit of the students.
- (e) To publish books, periodicals and other works without motive for profit.
- (f) To accept donations, gifts, presents, aids and grants in cash or in kind and movable or immovable properties from the public and also from the state and central governments either as subsidy or in any form according to the directions of Founder Trustees for the purpose of carrying out the Objects of the Trust.
- (g) To do all such other lawful acts as may be necessary or incidental and conclusive to the attainment of the above Objects or any one of them and to do all such lawful activities for which the Founder Trustees and/or School Trustees are authorised under this Deed.
- (h) To undertake such other activities as may be necessary for the promotion of the Objects of the Trust.

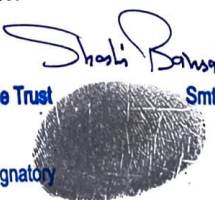
4.3 Each of the Founder Trustees and/or School Trustees shall use its reasonable endeavours to promote the success of and develop the Objects of the Trust, in each case, for the benefit of the Trust and its Objects as a whole, without any motive for profit.


5. TERM AND POWERS OF THE TRUSTEES

5.1 Term:

- (a) Each of the Founder Trustees shall be non-retiring, non-rotational trustee and shall continue as a Founder Trustee for their lifetime and after them, each of their children shall become the Founder Trustees and soon after generation to generation and likewise.

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(b) Each of the School Trustees shall continue as Trustees and shall be non-retiring, non-rotational trustee and shall continue as a School Trustees for their lifetime or until such time the Operator recommends appointment of new trustees to replace the existing School Trustees in terms of the O&M Agreement or upon their termination by the General Body pursuant to any motion/matter initiated, passed and acted upon under Reserved Matters 2 in compliance with the terms, conditions and procedure prescribed for Reserved Matters 2.

5.2 Voting rights:



5.2.1 Subject to clause 5.2.2 below, each of the Trustees shall have a right to vote and participate in the decision-making on all matters pertaining to the Trust.



5.2.2 The School Trustees shall have no voting right over any of the Reserved Matters 1 and Reserved Matters 2. Provided that every matter categorized under Reserved Matters 2 be discussed in a General Body meeting of all the Trustees and all the Trustees shall endeavour to resolve said matter amicably to protect the objects of the Trust and to ensure the operations of the School are not affected in any manner. For clarification of doubts, termination of any contract or School Trustee or the Lease Deed or the O&M Agreement in connection with said matter must be considered as a last resort after all attempts to settle the matter amicably have failed and after following the process prescribed under the O&M Agreement.



5.2.3 The Founder Trustees shall have no voting rights over any of the Reserved Matters 3 and shall not interfere in decision makings of Reserved Matters 3 in any manner whatsoever. Only the School Trustee shall have the right to vote and decide on the Reserved Matters 3.


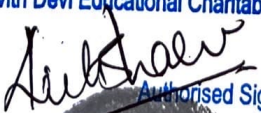
5.3 Powers of the Trustees: The Trustees shall have full powers to do everything in or for the furtherance of the objects of the Trust, subject to the terms of this Deed.



5.4 The Trustees may exercise all the powers vested in them by way of voting on a resolution to be passed in such a meeting amongst the Trustees subject to the terms of Clause 5.2 above.





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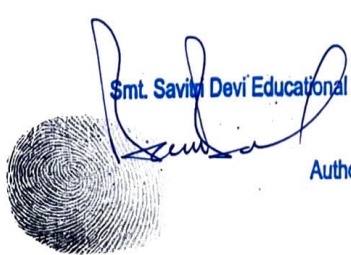


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5.5 Each Founder Trustees and/or School Trustees shall:


- (a) procure that the Trust and each of the Founder Trustees and/or School Trustees acts in conformity with this Deed;
- (b) procure that the Founder Trustees and/or School Trustees do not act inconsistently with this Deed and shall so act and vote in relation to the affairs of the Trust to ensure that the Business and all the affairs of the Trust are carried on in a proper manner in the way that he considers, in good faith, would be most likely to promote the success of the Trust as a whole;
- (c) exercise its voting rights in any meeting and on decisions/actions to be undertaken on behalf of the Trust, in a manner which is consistent with this Deed;
- (d) exercise its respective rights and powers under this Deed, and as a Founder Trustee and/or School Trustees, to ensure that the provisions of this Deed are complied with;
- (e) procure that the provisions of this Deed and the Bye Laws are properly and promptly observed and given full force and effect according to the spirit and intention of this Deed; and
- (f) maintain the inclusion of the rights and obligations set out in this Deed.


5.6 Subject to the provisions of the Act, the Founder Trustees shall not be paid any fees for acting in their capacity as Founder Trustees unless otherwise resolved by the Trust in a General Body Meeting. All Founder Trustees shall be entitled to be paid or reimbursed for their reasonable travelling, accommodation and subsistence expenses incurred in the discharge of their duties as Founder Trustees. All such reimbursements / payments to the Founder Trustees as per the terms herein shall be from the revenues of the Trust only and shall not be from the revenues or cashflows of the School.

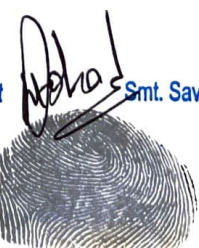
5.7 All School Trustees shall be entitled to be paid or reimbursed for their reasonable travelling, accommodation and subsistence expenses incurred in the discharge of their duties as School Trustees. All reimbursements / payments to the School Trustees as per the terms herein shall be from the revenues of the School only and shall not be from the revenues or cashflows of the Trust.



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6. MANAGEMENT OF THE TRUST – GENERAL BODY



6.1 The Trust shall have a general body (“General Body”), which shall be responsible for the overall management of the Trust and its activities. The day-to-day management and operations of the Trust shall be vested in the General Body.



6.2 Composition of the General Body: The General Body shall comprise of the Founder Trustees and the School Trustees.



6.3 Powers, Functions and Duties of the General Body:

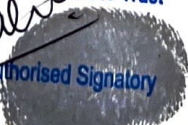

The General Body of the Trust shall have the following powers, functions and duties:

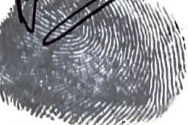

- (a) to guide the Trust in the determination and fulfilment of its aims and Objects;
- (b) to decide upon the policy, administrative and financial matters of the Trust (except for the School and School Operations) including the adoption of the duly audited annual accounts of the Trust, which shall in turn include the audited annual accounts of each of the Schools, appointment of auditors, secretaries and such other persons appointed by the Trust, any change in the name of the Trust, change in the registered offices or other offices of the Trust, approval of the annual accounts of the Trust, approval for the disposal of the immovable assets of the Trust (except for the , etc., and such other acts as may be required in terms any Applicable Law;
- (c) at any time, to enter into, make, sign, execute, deliver, acknowledge and perform all engagements, contracts, agreements, indentures, papers, documents, writings, things, deeds etc. that may be necessary or proper to be entered into and signed, sealed, executed, delivered, acknowledged and performed for the purposes of this Deed, including any amendments hereto, except for and on behalf of the School and School Operations);
- (d) to represent the Trust before any agency/ association/ Governmental Authority or other authority or any Person whatsoever and to represent the School (utilising the funds of the School through the Board) before any agency/ association/ Governmental Authority or other authority or any Person whatsoever, pursuant to any motion/matter initiated, passed and acted upon under Reserved Matters 2 in compliance with the terms, conditions and procedure prescribed for Reserved Matters 2;



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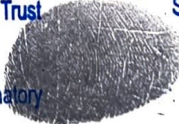

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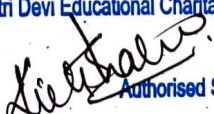
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- (e) to file and defend suits, appeals, applications etc. and any one or more of the Trustees, being duly authorized, shall have power to declare, sign and verify all plaints, written statements, memos of appeal, cross objections, applications, affidavits etc. and to accept summons, notices etc. and to appear in any place or places in the Union of India before any court, any tax authority, officer or tribunal and to compound all actions, suits and other proceedings and all differences, disputes before any court of law;
- (f) to raise or borrow any sums of money from time to time, for and on behalf of the Trust from companies, banks or financial institutions or they may themselves advance money to the Trust on such interest or no interest as may be approved by the (i) Founder Trustees in respect of the immovable properties of the Trust except for the School and School Operations, and (ii) School Trustees in respect of the School and School Operations, without security or on security;
- (g) to secure the payment of such money, from time to time, in such manner and upon such terms and conditions in all respects as they deem fit and in particular by the mortgage, charge or any other security on all or any properties of the Trust (both present and future) including its capital for the time being and to approach such Governmental Authorities to grant permission, if any, required for the same;
- (h) to acquire by purchase, lease, mortgage, will, gift, grant, legacy, bequest, exchange, right privilege or otherwise from any Person, company, society, Governmental Authority or anybody whatsoever, movable or immovable properties of all description deemed necessary or useful for any purpose of the Trust and for administering the Trust and to hold maintain, improve, modify, repair, reconstruct, alter, lease, let on hire, create easement or license or sell, mortgage or otherwise dispose of any properties movable or immovable for such consideration as the General Body may decide and to enter into co-ownership agreement for holding movable or immovable properties along with others;



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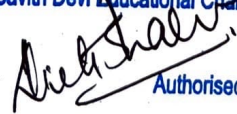
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- (i) to take or receive any donations, contributions, gift, grants, subscriptions or aids or any other money from any private or public trust, institutions, Governmental Authorities, companies, firms, individuals or any other Person, whether in cash or in kind or property movable, immovable, donations in form of debentures, stock shares or securities in any company or society whether incorporated or not or whether by gift by a person living or by legacy bequest will or foundation and whether subject to any special trust or for works connected therewith and to take steps for the securing of such contributions for funds as from time to time be deemed expedient;
- (j) to alienate by way of sale, mortgage, lease release, charge, hypothecate, pledge exchange hiring out, gift of properties or funds of the Trust, its assets, Schools or any portion or portions thereof including subscriptions, contributions, assistance pecuniary or otherwise to such institution, bodies or Persons as from time to time deemed necessary or expedient.
- (k) to lend money with or without interest, invest, lay aside, deposit in a bank or otherwise deal with money or funds of the Trust not immediately required for the Objects of the Trust and to subscribe or purchase, acquire hold, sell, endorse and negotiate in debentures, stocks, shares and securities of every description in the money market, in conformity with the provisions contained in Section 20 of the Indian Trust Act, 1882.
- (l) to own, operate and manage schools to further the Objects of the Trust and to grant, convey, transfer or assign the rights and powers relating to the operations, maintenance and management of such school to any Person, company, society, Governmental Authority or anybody whatsoever, to further the Objects of the Trust; and
- (m) to open bank accounts, to sign cheques on behalf of the Trust and to operate all banking accounts of the Trust and to receive payments, make endorsements, draw and accept negotiable instruments, hundies and bills or may authorise any other Person or Persons to exercise such powers.


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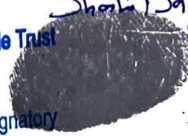
(n) To employ agents and other employees and pay them salary or commission as they may, at their discretion, consider necessary, and delegate to or confer upon these agents or employees such authority and power on behalf of the Trust, as the Trustees may deem proper.

6.4 All actions/decisions in respect of items list under Clause 6.3 to be taken by the General Body shall be through a unanimous resolution to be passed in a meeting amongst all themembers of the General Body. In case of resolutions in respect of Reserved Matters1, Reserve Matters 2 and Reserve Matters 3, provisions of Clause 5.2 shall apply. Provided however that except (i) for Reserved Matters 1, Reserved Matters 2, no General Body meeting of the Trust shall be convened without the presence of all the Founder Trustees and (ii) for Reserved Matters 3 no General Body meeting of the Trust shall be convened without the presence of all the School Trustees.


6.5 Each Founder Trustees and the School Trustees shall in relation to General Body and Trust:


- (a) procure that they do not act inconsistently with this Deed and the Bye Laws and shall ensure that all other affairs or business of the Trust (except on operations, maintenance and management of the School and School Operations) are carried on in a proper manner in the way that is considered, in good faith, would be most likely to promote the success of the Trust and for the benefit of the beneficiaries of the Trust as a whole;
- (b) exercise its voting rights in any General Body Meeting in a manner which is consistent with this Deed;
- (c) exercise its respective rights and powers under this Deed, and to ensure that the provisions of this Deed and the Bye Laws are complied with;
- (d) procure that the provisions of this Deed and the Bye Laws are properly and promptly observed and given full force and effect according to the spirit and intention of this Deed; and
- (e) maintain the inclusion of the rights and obligations set out in this Deed and in the Bye Laws.



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7. BOARD OF MANAGEMENT

7.1 The operation, maintenance, and management of the School set up by the Trust shall be undertaken by the General Body through the Board ("Board"), which shall be constituted by the General Body through a written resolution.

7.2 Composition of the Board: The Board shall comprise of the School Trustees and such other persons as the School Trustees may appoint on the Board.


7.3 Term of the Board: The term of the persons so appointed on the Board shall be determined by the School Trustees in their sole and absolute discretion.


7.4 Dissolution of the Board: The Founder Trustees shall have the right to dissolve the Board pursuant to any motion/matter initiated, passed and acted upon under Reserved Matters 2 in compliance with the terms, conditions and procedure prescribed for Reserved Matters 2 and thereafter the operations, maintenance, and management of the School shall be taken over and managed directly by the General Body.


7.5 Powers, Functions and Duties of the Board:


To do all that is necessary and incidental for the purpose of achieving the Objects of the Trust the Board shall full power, authority and right to take decisions in respect of the School and the School Operations without any interference from the Founder Trustees, including the following powers:


- (a) to take any and all decisions with respect to the School and its operations at its sole discretion without any direct or indirect interference from the Governing Body.
- (b) to guide the School in the determination and fulfilment of the aims and Objects of the Trust;
- (c) to operate, maintain and manage the School in terms of the O&M Agreement and this Deed and the Bye Laws;



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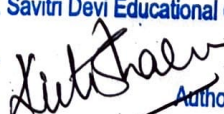

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- (d) to have full control over the School and to decide upon all the policy, administrative and financial matters of the School including the bank accounts pertaining to the School, adoption of the duly audited annual accounts of the School, appointment of auditors, secretaries and such other persons appointed by the Operator to manage the School, any change in the name of the School, and such other acts as may be required in terms of the Bye Laws or any Applicable Law;
- (e) at any time, to enter into, make, sign, execute, deliver, acknowledge and perform all engagements, contracts, agreements, indentures, papers, documents, writings, things, deeds etc. that may be necessary or proper to be entered into and signed, sealed, executed, delivered, acknowledged and performed for the purposes of the School Operations, in conformity with this Deed, the Bye Laws and the O&M Agreement;
- (f) to represent the School before any agency/ association/ Governmental Authority or other authority or any person whatsoever, in relation to the School Operations;
- (g) to invest the funds of the School in a manner its deems appropriate in the best interests of the School;
- (h) to engage regular or part-time employees, staff, Teachers of the School Trust to look after the secretarial, accounting and other functions of the School Trust in a seamless manner;
- (i) to outsource certain functions such as the cleaning, security and other similar maintenance related activities of the School and/or the School Trust;
- (j) to apply/renew from time to time for Affiliation with the School Board in accordance with the guidelines and conditions set forth in this regard under the Bye Laws and rules as may be applicable;
- (k) to comply with the staff and service-related conditions, financial resources and related requirements, payment of salary to staff through electronic clearing service, appointment of physical education teacher, special educator, counsellor and wellness teacher etc. as prescribed by the School Board, and such other requirements stipulated by the School Board from time to time;


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- (l) to ensure that the admission in the School is made without any distinction of gender, disability, religion, race, caste, creed and place of birth, etc. reservation, if any, shall be governed by the Right to Education Act and applicable rules of the Appropriate Government and other Applicable Laws;
- (m) to decide on matters related to curriculum and syllabus, subject to compliance of the bye laws of the concerned School Board;
- (n) to develop the website of the School containing comprehensive information such as affiliation status, details of infrastructure, details of teachers including qualifications, number of students, address-postal and e-mail, telephone nos., copies of transfer certificates issued, etc. as may be directed by the School Board from time to time;
- (o) to ensure and put in place all the necessary physical infrastructure related requirements in accordance and in compliance with the provisions formulated by the School Board or such other bye-laws and rules as may be applicable;
- (p) to have sufficient financial resources to ensure its continued existence, meet the running expenses of the School and to the extent necessary, undertake the improvement/ development of school facilities and capacity building for the Teachers and other staff members;
- (q) to maintain all approvals and clearances required for the operations, maintenance and management of the School and to ensure that the School Operations are carried out in a manner contemplated under the bye laws framed by the School Board and such other Applicable Laws;
- (r) to incur all costs and expenses incurred in connection with preservation and maintenance of the assets and/or properties forming part of the School Operations (whether now or hereafter existing);
- (s) to ensure that all insurance contracts required to be maintained by the Trust in relation to School Operations and the assets of the School are procured and maintained as per Applicable Laws and that they are in full force and effect and have been obtained against various risks usually covered under a comprehensive risk cover policy (including in respect of advance loss of profit) and have been maintained (including timely payment of premia and other charges) in compliance with Applicable Laws and Board of Management and any other Person entering into any insurance contract has complied with all its obligations under such insurance contracts;

     
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- (t) to pay, or cause to be paid, punctually on or prior to the due date all taxes, duties, fees, statutory dues or other charges payable by School and to pay punctually on or prior to the due date, all present and future claims or liabilities for labour, services or supplies in respect of the School.
- (u) to promptly pay or cause to be paid amounts declared to be payable pursuant to any judgment enforcing any such taxes or other claims, levies or liabilities of the School, provided that such amounts are not arising from any claims attributable to a period prior to the period prescribed under the O&M Agreement;
- (v) to promptly pay and cause to be paid all amounts due to be payable to the Land Owner from the period prescribed under the O&M Agreement pursuant to and in terms of the Lease Deed;
- (w) to promptly pay and cause to be paid all amounts due to the creditors of the Trust from time to time, pursuant to and in terms of the O&M Agreement and the repayment schedule agreed thereto; and
- (x) to open a designated bank accounts in relation to the School Operations for receiving revenues of the School into the said designated account only and to pay for the expenses of the School from the said designated account only, to sign cheques relating to School Operations on behalf of the Trust and to operate all banking accounts of the School in respect of the School Operations and to receive payments, make endorsements, draw and accept negotiable instruments, hundies and bills or may authorise any other Person or Persons to exercise such powers to operate and manage the school accounts in compliance of Applicable Laws;

 
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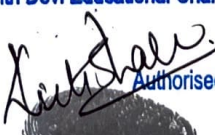





 
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7.6 Subject to the provisions of the Act, the persons appointed on the Board shall not be paid any fees for acting in their capacity unless otherwise resolved by the School Trustees in a Board Meeting. Such persons appointed on the Board shall be entitled to be paid or reimbursed for their travelling, accommodation and subsistence expenses incurred in the discharge of their duties, provided all such payments are made from the revenues of the School.

7.7 Each School Trustee shall in relation to their Board and School Operations:

- (a) procure that the persons appointed on the Board do not act inconsistently with this Deed and the Bye Laws and shall so act and vote in relation to the operations, maintenance and management of such School and shall ensure that all other affairs or business of the School are carried on in a proper manner in the way that is considered, in good faith, would be most likely to promote the success of the School for the benefit of the beneficiaries of the Trust as a whole;
- (b) exercise its voting rights in any Board Meeting in a manner which is consistent with this Deed;
- (c) exercise its respective rights and powers under this Deed, and to ensure that the provisions of this Deed and the Bye Laws are complied with;
- (d) procure that the provisions of this Deed, the Bye Laws and the O&M Agreement pertaining to their School Operations are properly and promptly observed and given full force and effect according to the spirit and intention of this Deed; and
- (e) maintain the inclusion of the rights and obligations set out in this Deed in the Bye Laws.

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8. BUSINESS OPERATIONS

8.1 Conduct of Business

Each of the Trustees shall procure that the Trust shall:

8.1.1 comply with the Applicable Laws in the conduct of the Business;

8.1.2 conduct and operate in accordance with good industry practices and Applicable Laws; and

8.1.3 keep in place all necessary statutory approvals as may be required in relation to the Business.

8.2 Operation of Bank Accounts


8.2.1 The funds of the Trust shall be kept in a bank. The bank-account of the Trust shall be operated by the Founder Trustees.

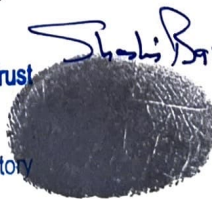
8.2.2 The funds of the School shall be kept in the concerned bank accounts maintained by the Operator for such School. The bank accounts of the School maintained with a commercial bank shall be, operated by the Board .


8.3 Appointment of Auditor

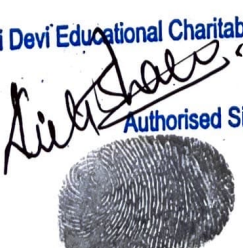
8.3.1 The yearly account of the Trust shall be from 1st April to 31st March i.e. each financial year and the accounts will be audited by a chartered accountant appointed by the Founder Trustees for the said period and fees, if paid, shall be outgoing of the income and expenditure of the Trust (without dipping into the revenues of the School).


8.3.2 The yearly account of the School shall be from 1st April to 31st March i.e., each financial year and the accounts shall be audited by a chartered accountant appointed by the Board for the said period and fees, if paid, shall be outgoing of the income and expenditure of the School.



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8.4 Access to Information

Each of the Trustee may, at its own expense, inspect and make copies of all books, records, accounts and documents in the possession of the Trust or the School or the Board relating to the Business, or the assets, affairs or clients of the Trust.

9. TAX

9.1 Compliance

- (a) The General Body shall be responsible for obligations in relation to accounting, audit and payment of Tax, maintenance of Tax Records required under any Tax Statute or otherwise required under Applicable Laws, for the Trust.
- (b) The Board of the School shall be responsible for obligations in relation to accounting, audit and payment of Tax, maintenance of Tax Records required under any Tax Statute or otherwise required under Applicable Laws, for the School.
- (c) The Trust and the School shall comply in all respects with all statutory provisions, rules, regulations, orders and directions (including in relation to Tax Records) required of it under any Tax Statute or otherwise required by law, and the General Body of the Trust and/or the Board of such School, as the case may be, shall ensure that all Tax Records remain correct and accurate in all respects and all Tax Records prepared for the purposes of drawing up the accounts have been properly prepared.
- (d) The General Body and the Board shall respectively ensure that the Trust and the School shall, from time to time, duly and punctually pay all Taxes (including where required by way of deduction or withholding and including any requirement to account for such deducted or withheld tax) for which it is liable.


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9.2 Tax Records and information

- (a) The General Body and the Board shall respectively ensure that the Trust and the School shall, from time to time, ensure that it has adequate Tax Records to enable it to prepare complete, correct and accurate Tax returns and any other Tax filings and to determine an accurate calculation of its liability to Tax or its entitlement to Tax relief.
- (b) The General Body and the Board shall, respectively, ensure that the Trust and the School shall, from time to time, provide all such information and maintain all such records in respect to Taxes as are required by the Applicable Laws or required to substantiate any statement made or implied or Tax position taken or implied and has always complied with all prescriptions provided for under the applicable Tax laws then in force.

10. GENERAL

10.1 In the event of any inconsistency or discrepancy between this Deed and the O&M Agreement, the Trustees agree that this Deed shall prevail to the extent of the inconsistency. Each Trustee shall, when necessary, procure that a conflicting provision in the O&M Agreement are amended, waived or suspended to the extent necessary to permit the Trust and the Business to be administered as provided in this Deed.

10.2 The alteration of this Deed or any of its clauses shall not be done, without the consent/assent of the School Trustees.

Smt. Savitri Devi Educational Charitable Trust
Authorized Signatory

Sheshil Bimal
Smt. Savitri Devi Educational Charitable Trust
Authorized Signatory


Smt. Savitri Devi Educational Charitable Trust
Authorized Signatory


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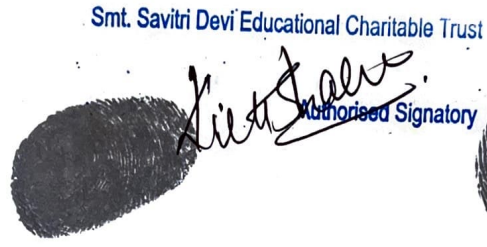
Smt. Savitri Devi Educational Charitable Trust
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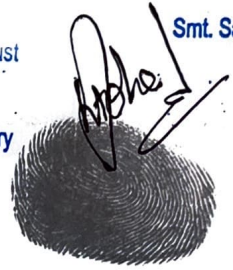
IN WITNESS WHEREOF the Parties have caused this Deed to be executed at the place and on the day, month and year first hereinabove written.


 Smt. Savitri Devi Educational Charitable Trust
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WITNESS- Sarbjeet Singh S/o Mr. Parminder Singh R/o House No. 180, Street Number 1, Dashmesh Nagar, Millerganj, Ludhiana Punjab.



WITNESS- Ravi Kumar S/o Mr. Yadram R/o 63A/28 Defence Colony, Agra Cantt, Agra



KUMAR GURU KAPOOR
K.G.K. ADVOCATE
SADAR TEHSIL, AGRA
MOB.- 9634548777

आवेदन सं०: 202300766027091

बही संख्या 4 जिल्द संख्या 367 के पृष्ठ 393 से 444 तक क्रमांक 263 पर दिनांक 17/05/2023 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

इशा अस्लीखा प्रभारी
उप निबंधक : सदर पंचम
आगरा
17/05/2023



प्रिंट करें

KUMAR GURU KAPOOR
ADVOCATE
GADAR TEHSIL, AGRA
MOB - 9834548777