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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

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Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-DL37601709050718M

25-Nov-2014 04:47 PM

IMPACC (IV)/ dl778903/ DELHI/ DL-DLH

SUBIN-DLDL77890372061046210945M

KNOWLEDGE EDUCATION TRUST

Article 64 Trust

Not Applicable

(Zero)

KNOWLEDGE EDUCATION TRUST

Not Applicable

KNOWLEDGE EDUCATION TRUST

350

(Three Hundred And Fifty only)

FOR KNOWLEDGE EDUCATION TRUST

Authorised Signatory.

.Please write or type below this line.

For Knowledge Education Trust

Trustee

Statutory Alert:

- The authenticity of this Stamo Certificate should be verified at leaves sociestamp con. Any discrepancy in the Betits on this Certificate available on the website renders it invalid.
 The onus of checking the legitimacy is on the users of the cumilicate.
- case of this discrepancy please inform the Competent Authority

TRUST DEED

KNOWLEDGE EDUCATION TRUST

This deed of Trust is made at Delhi on this 26 November, 2014 between Dr. M.M. Kathuria, Son of Late Sh. Sukhdev Kathuria, Resident of House No. 2197, Sector-9, Faridabad, Haryana herein after called the SETTLER (which expression shall unless excluded by or repugnant to the context be deemed to include his successors, executors, administrators, representatives etc.) of the One Part and:-

- Dr. M.M. Kathuria, s/o Late Sh. Sukhdev Kathuria, R/o H. No. 2197, Sector-9, Faridabad
- Ms. Cecilia Aurora Carnefeldt, d/o Mr. Peje Per Magnus Emilsson, Grev 2.

Hereinafter jointly called the FOUNDER TRUSTEES (which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office) of the Other Part.

WHEREAS

- The Settler is desirous of establishing a trust for public charitable purpose under the name and style of "KNQWLEDGE EDUCATION TRUST". ΪÏ.
- The Trustees have at the request of the settler agreed to act as the trustees.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. INITIAL CONTRIBUTION BY THE SETTLER

In order to effectuate the said desire, the settler has made over to the Founder Trustees a sum of Rs. 11,000/- (Rupees Eleven thousand only) vide Cheque No. 411406 dated 14.11.2014 drawn on HDFC Bank, Sector-9, Faridabad for the objects and purposes hereinafter contained concerning the same.

For Knowledge Education Trust

Trustee

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Deed Name TRUST TRUST (MOVABLE) Land Detail Tehsil/Sub Tehsil SRVID Rohini Village/City Rohini Sector-21 Building Type Place (Segment) Rohini Sector-21 Property Type Residential Property Address House No.: SEC-21, Road No.:, Rohini Sector-21 Area of Property 60.00 Sq.Meter 0.00 0.00 Money Related Detail Consideration Value (000 Rupecs) Stamp Duty Paid 350.00 Rupees Value of Registration Fee 1,000.00 Rupees Pasting Fee 100.00 Ruppes Transfer Duty @Rupees Government Duty 350 Rupees This document of TRUST TRUST (MOVABLE) resented by: Sh/Smt. KNOWLEDGE EDUCATION TRUST R/o in the office of the Sub Registrar, Delhi this 26/11/2014 3:13:39PM day Wednesday between the hours of Signature of Presenter SR VI D Rohini Execution admitted hylthe said Shri / Ms. Delhi/New Delhi KNOWLEDGE EDUCATION TRUS and Shri / Ms. NA Who is/are identified by Shri/Smirkin. KISHAN KUMAR S/o W/o DIO SITA RAM PRAJAPAT R/o 67 I VILL LISADI MEERUT UP and Shri/Smt./Km BALRAJ S/o W/o D/o RAMPHOOL R/o C-86/A RAJEEV WAGAR BEGUMEUR DERHI (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 Registrar/Sul Date 27/11/2014 12:44:12 SR VID Rohini Delhi/New Dah For Knowledge Education Trust orisound appelleday in Trustee

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2. NAME OF THE TRUST

The name of the Trust shall be "KNOWLEDGE EDUCATION TRUST".

3. REGISTERED OFFICE OF THE TRUST

The Registered Office of the Trust shall be situated at H. No. 384, III Floor, Pocket- 9, Sector-21, Rohini, New Delhi-110086, unless changed by the Founder Trustees.

4. AIMS & OBJECTIVES OF THE TRUST

- (i) The aims & objectives for which the trust is established are setting up of high end flagship schools and other educational institutions in India to benefit students, to attain education with national as well as international content and training. The trust to operate on non-profit basis in the interest of community at large.
- (ii) To hire services of expert groups / firms / trust/ societies/companies for better management of services and development of curriculum and efficient running of operations.
- (iii) To acquire land by purchase, on lease or on rent/hire and other movable or immovable properties from state govt. /central govt. / private person/ private limited companies or built-up properties of any kinds for the use of opening of Schools and educational institutions, create infrastructure thereon for achieving the aims and objectives in India and abroad. To get the government permission from the concerned State / Central Department to convert the land use of private / agricultural land acquired by the Trust for the above said objects / purposes as per terms and conditions applicable.

To provide all type of consultancy services to Schools, professional colleges, Universities etc. for accreditations with the top accrediting bodies in India and abroad, obtaining quality certifications from agencies in India and abroad through eminent professionals / educationists / technologists

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for reputed educational Institutions.

- (v) To provide consultancy services to bring excellence in education through education reforms by improving teaching learning processes/ industry based academia interface, staff development etc and creating / improving environment for establishment of strong work culture aiming at all-round development of pupils, teachers, support staff etc of Schools, Colleges, Universities etc. in India and abroad and give reports to all concerned agencies.
- (vi) To work for the development of harmonious relations between all citizens irrespective of caste, creed, sex or religion and work for upliftment of the community in general and disadvantageous sections of the society in particular which includes poor/ deprived /destitute /backward persons etc.
- (vii) To develop and conduct training programmes/ seminars / workshops/ conventions /conferences/exhibition/ contests/cultural programmes/ placements/job fairs symposia etc on various aspects in both India and abroad.
- (viii) To publish books, journals, magazines, periodicals, study materials and journals in different languages for the promotion and propagation of aims and objectives of Trust in India and abroad.
- (ix) To award prizes/medals/certificates in the fields of education / sports/ social welfare/ science/ Engineering/ Management/ medical / art and cultures to deserving persons and other societies / organizations.
- (x) To promote and create awareness to protect and improve environment.
- (xi) To apply for and to raise Trust corpus funds/incomes for fulfillment of its aims and objectives, and to accept subscriptions, admission/tuition/other fees, contributions, grants, gifts, aids, donations and loans/OD facilities in cash and/or kind from individuals / parents /students, corporate houses / companies / firms, Banks / Financial institution, registered societies / trusts / foundations, NRIs, Foreign Trusts / Financial institutions, State / Central Government, United Nations and its bodies and from any other bodies, National and International for the capital expenses as well as to

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create funds to meet recurring and incidental expenses concerning the aims and objectives of the Trust. The funds so raised / received shall be utilized, invested and spent as per the decisions of the Board of Trustees.

- (xii) To give charitable aid to and provide for welfare of persons employed by or connected with the Trust and the dependents of such persons by giving pension, bonus, ex-gratia, loans, gratuity and other assistance to such persons in such cases as the Board of Trustees of the Trust may deem fit.
- (xiii) To manage / mortgage / pledge / hypothecate / charge / sell / transfer / let out by way of lease license or on rent or otherwise dispose off or deal with whole or part of the assets/properties of any kind both movable and immovable belonging to the Trust to fulfill the aims and objectives of Trust.
- (xiv) To enter into agreements with any other trusts/societies, foundations/
 Companies / firms / NRIs / State / Central Governments or Semi Govt.
 Departments/Banks or Financial institutions/ Foreign Institutions/ Foreign
 Departments or any other part having legal entity or any individual(s) for the purposes to fulfill the aims and objectives of the Trust as per terms and conditions mutually agreed.
- (xv) To donate or contribute corpus funds or give loans in the form of cash/movable/immovable properties for the attainment of similar objects to any other trusts, societies, associations of body corporates engaged in similar or allied aims and objectives of the Trust without any benefits.
- (xvi) To co-opt members of the Trust from Apex bodies in the field of education / reputed Educational Institutions/ Universities/ Deemed Universities in India and abroad / World Bank/W.H.O./Chromwell Hospitals/ Red Cross Society and have consultants and their services and guidance, free or paid, on matters related to fulfillment of aims and objectives of Trust.

To do and perform all such acts as are incidental or conductive or necessary to the achievements and attainment of the aims and objectives of society and allied social activities and services stated here to or any of

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them for betterment of human race.

(xviii) There is no profit motive to achieve the above aims and objectives of the Trust.

5. NUMBER, TYPE, TERM AND NOMINATION / APPOINTMENT OF TRUSTEES

The Trustees appointed under this deed at the time of formation of the Trust shall be for life and termed as Founder Trustees. The Founder Trustees shall have power to nominate / appoint other trustees as Member Trustees with or without voting rights in the meeting of the Trust. Member Trustees shall be appointed by the Founder Trustees through **simple majority** on term as specified. In no case, the number of Founder Trustees and Member Trustees shall exceed eleven.

Founder Trustee(s) may seek retirement citing specific reasons and may be allowed by the Founder Trustee(s) with simple majority to retire. In such case, Founder Trustee(s) shall have the right to nominate any other person, meeting the minimum eligibility criteria laid down in the Indian Trust Act, 1882, as Trustee, who for all practical purposes shall be treated as Founder Trustee. Similarly, if any vacancy in the Founder Trustee happens due to the death of the Founder Trustee, a nominee appointed by the Founder Trustee in advance shall be appointed as Trustee in his / her place, who will be treated as Founder Trustee for all practical purposes. Flowever, if nominee of such Founder Trustee is also not alive or unfit to become Trustee, anyone of the natural heir of such Founder Trustee may be appointed as Trustee in place of Founder Trustee, provided that all natural heirs unanimously agree for appoint of the specific natural heir to be appointed as Founder Trustee.

Further provided that if a Founder Trustee(s) want(s) to retire and / or do(es) want to appoint any nominee in his / her place, Board of Trustees

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may allow his / her to do so, with minimum simple majority. In such case, Board of Trustees shall be empowered to fill the remaining vacancies unanimously and all such Trustee(s) so appointed shall be treated as Founder Trustee(s).

FORMATION AND POWER AND FUNCTIONS OF THE TRUST 6.

The Trust will come in to existence with the registration of this deed with the competent authority and consist of Founder Trustees as voting members. The Trust shall have following powers and may perform following functions to fulfill its aims & objectives:-

- All property of the Trust Movable or Immovable or of any other kind, shall a) vest in trust, the trustees shall manage the whole property and affairs of the trust and shall have all powers, duties and functions necessary proper and incidental to the promotion and carrying out of the objects of the trust.
- (b) In particular and without prejudice to the generality of the foregoing the trustees shall for the purposes of this trust have the following powers, duties and functions:
- (i) To acquire by Gift, Grant, Purchase, Exchange, Lease, or otherwise, lands, buildings, or other immovable properties and also any Movable Property.
- (ii) To construct and maintain buildings, to alter, to demolish or improve them and equip them suitably.
- To accept gifts, donations, endowment and contributions for the Trust and (iii) shall be treated as the income of the Trust.
- (a) To raise loans, to receive monies, securities or other movable property on (iv) behalf of the Trust.
 - (b) To accept any trust, trust fund or endowment so long as the provisions of such Trust or endowment are in consonance with the objects of this Trust.
- (v) To award scholarship and make donations calculated to promote the objects of the Trust.

(a) To enter into contracts, or engagements on behalf of the Trust.

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- (vii) To make, sign and execute all such documents instruments, as may be necessary or proper for carrying on the management of the properties and affairs of the Trust.
- (viii) To invest such monies and such funds of the trust and to vary the investment as and when it may seem necessary or proper provided that such investments shall be made only upon immovable properties or upon securities as the board of trustee may deem fit, under section 20 of the Indian Trust Act, 1882.
- (ix) To sell, transfer or otherwise dispose of any immovable property of the trust provided all the trustees unanimously resolve that it is in the interest of the trust to do so to sell or lease, mortgage or otherwise dispose of any movable and immovable properties of the Trust.
- (x) To appoint Committee / Committees of management for such terms and with such powers as may be specified from time to time, for carrying on the routine management of the affairs of the Trust.
- (xi) To appoint such employees on such terms and conditions as the Trustees may deem fit for carrying out the work of the trust and exercise control all such employees including the power of suspension, dismissal and removal.
- (xii) To delegate to the Founder Trustee or any appointed committee such powers, duties and functions for any specific purposes / duties as are vested in the Board of Trustees.
- (xiii) To frame Bye-Laws and such other regulations as are required for achieving its objectives.
- (xiv) Out of the income of the trust property the trustee shall be entitled to spend or incur the following expenses namely-
- (a) All rates, taxes, cess, assessments, dues and duties if any payable to the government or other public bodies in respect thereof or any part thereof of the Trust or its Institutions or its bodies.
- (b) The premium for the insurance of the buildings or any other insurable property movable or immovable for the time being forming part of the trust property.

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property.

- (c) The costs of ordinary repairs and for providing any amenities to the buildings for the time being forming part of the trust property.
- (d) The cost of making such additions/alterations or improvements to or in the buildings forming part of the trust property, as the trustees shall think fit.
- (e) Wages and salaries of any manager, supervisor, accountant, clerk, servant or other employees employed by the trustees in the carrying out of this trust.
- (f) Cost and expenses of keeping the trust property in good condition.
- (g) Cost and expenses for installing and renovating the electrical and other installations in the building for the time being forming part of the trust property.
- (h) The architect's fee and legal charges and fee payable to other professionals for the purposes of the Trust activities / properties.
- (i) All other costs, charges and expenses of and incidental to the management and administration of the trust property in accordance with the objects and purposes hereof or which may be incidental thereto.

After deducting the costs charges and expenses incurred by the trustee's as aforesaid out of the total gross income received by them from the trust property the balance that is the net income will be utilized for the objects of the trust-as decided by the board of trustees.

7. MANAGEMENT OF THE TRUST

All activities and functions of the trust shall be managed by the Board of Trustees.

8. FORMATION, TERM AND POWER AND FUNCTIONS OF BOARD OF TRUSTEES

a) The affairs of the Trust shall be managed by the Board of Trustees. The Trustees may appoint Chairman, Secretary and Treasurer from amongst the Trustees by simple majority of the Founder Trustees. The term of the

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Chairman, Secretary and Treasurer shall be five years or as specified by the Founder Trustees at the time of their appointment. However, Chairman, Secretary and Treasurer shall be eligible for reappointment for subsequent term(s). Board of Trustees shall continue to function beyond the terms of Chairman, Secretary and Treasurer till the new Board of Trustees is nominated / appointed.

b) POWER AND FUNCTIONS OF BOARD OF TRUSTEES

Board of Trustees shall have powers as mentioned in Clause 6 of the Trust Deed.

9. APPOINTMENT, TERM, POWER AND FUNCTIONS OF THE CHAIRMAN

The Chairman of the Trust shall be appointed by the 3/4th Founder Trustees from amongst themselves only for a period of five years or as specified at the time of his/her appointment. The Chairman shall have the following powers, duties and functions:-

- (i) To preside over the meeting of the Board of Trustees and see that the meeting is conducted properly.
- (ii) To supervise and guide the overall activities of the Trust and to ensure fulfillment of its aims and objectives.
- (iii) To be responsible for the smooth working of the Trust / Board of Trustees.

(iv) To admit/ discharge members to the Trust on the approval of Board of Trustees.

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- (v) To perform all such duties and functions as specifically entrusted / delegated by the Board of Trustees / Trust.
- (vi) To execute legal documents, papers, affidavits, applications in connection with fulfillment of aims and objectives of the Trust. The information of which to be given to Board of Trustees in the subsequent meeting.

10. THE PROCESS OF DECISION MAKING

No action or decision relating to any of the following matters shall be taken by the Board—of- Trustees, unless the consent of 3/4th of the members of the Board is obtained for such action or decision:-

- The sale, transfer, lease or other disposition of all or substantially all of Trust's assets.
- ii. Any amendment in the Trust Deed. However, no amendments to the Trust Deed shall be made which may prove to be repugnant to the provisions of Section 2 (15), 11, 12 and 13 and 80G of the Income Tax Act 1961 as amended from time to time.
- iii. Decision relating to Future Funding.
- iv. Decision relating to appointment and payment of remuneration to Key Persons.
- v. Change of location of the premises of the Trust.
- vi. Adoption of any Business Plan and any decision to make any material change to any such Business Plan.
- vii. Material changes in the organizational structure of the Trust or School(s) / institution(s) operated by the Trust.

 Viii. The placing of any operated by the Trust.
- viii. The placing of any encumbrances including, but not limited to, any mortgage, pledge, charge, or other security interest on any of the assets of the Trust.
- ix. Investments or capital expenditures by the Trust in real property, buildings, machinery and/or inventories, intangibles, or lease agreements, or making any commitment therefore, in addition to what has been included in the annual budget.
- x. Raising of loans, issuing debt securities, committing guarantees, granting security interests in the assets of the Trust, or pledging the securities of the Trust, in addition to what has been included in the annual budget.
- xi. The approval of the annual operating budget (including the annual budget for the Trust) and capital expenditure budget for the Trust taken as a whole, and/or to make any material alteration to such budgets.

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- The making of any loans to any employee of the Trust other than travel and business expense advances to employees in the ordinary XIII.
- Entering into any new agreement or amending or terminating an existing agreement to which any Trustee is a party, if such agreement or amendment could reasonably have a significant impact on the business of the Trust taken as a whole or such Trustee individually (such as strategic alliances, or the licensing or sale of intellectual property rights, or a restriction which limits the geographical territory in which any Trustee is permitted to conduct its business and/or the type of business that any Trustee is permitted to conduct)
- XIV. Changing the accounting principles used by the Trust XV.
- Choosing an independent public accounting firm to audit the books
- Opening of a bank account in the name of Trust, or for carrying on any XVI. XVII.
- The initiation, prosecution or settlement of any legal action or claim by XVIII.
- Giving any guarantee, indemnity, or security in respect of the obligations of Trustee or any third parties XİX.
- Delegation of authority or any of the powers of the Board relating to any matter contained in this Section XX.
- Filling of any vacancy among the Members of the Board of Trustees

11. MEETINGS OF THE BOARD OF TRUSTEES

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The Board of Trustees shall ordinarily meet atleast once in Six months; provided that the Chairman may, where he / she may think appropriate or on the written request of majority of members of the Board of Trustees, call an emergent meeting. A notice of atleast seven days shall be required for calling the meeting of Board of Trustees, however, in case of an emergent meeting, a notice of minimum three days will be sufficient. The quorum of the meeting of the Board of Trustees shall be minimum 3/4th. The meeting of the Board of Trustees shall be chaired by the Chairman, in whose absence the members of Board of Trustees present in the meeting shall elect a member amongst themselves to preside over the meeting provided that meeting of the Board of Trustees may also be held through video-conferencing / audio-conferencing/ Tele-conferencing where one or more members may be located at different location in the world.

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However, in such case, the proceedings of the meeting shall be kept in record.

12. TERMINATION OF THE OFFICE OF THE TRUSTEES

Trustees shall cease to hold the office in the following eventuality (ies):-

- (i) If he/she dies or resigns from the office.
- (ii) If he/she is adjudged insolvent or found guilty of an offence involving moral turpitude by the Court(s) / Law of the land or found unsound mind.
- (iii) If he/she is found to have acted against the interest of the Trust by the Board of Trustees / Trust.
- (iv) If it is unanimously decided by the Trust / Board of Trustees in their meeting that the continuation of the Trustee in the office is against the interest of the Trust.
- (v) If the term of appointment of the Trustee as specified by the Chairman / Board of Trustees / Trust, as the case may be, has expired.
- (vi) If the Trust is dissolved lawfully as per provision given hereunder.

13. THE MANNER FOR THE INVESTMENT OF THE FUNDS, KEEPING OF ACCOUNTS AND FOR AN ANNUAL OR PERIODICAL AUDIT OF ACCOUNTS.

(A) ASSETS AND FUNDS

- (i) All funds of the Trust shall be kept in nationalized/ approved banks / financial institutions as approved by the Board of Trustees from time to time and shall be jointly operated by Chairman and a Member or any other person appointed by the Board of Trustees from time to time.
- (ii) All assets and funds will belong to the Trust and remain vested with the Board of Trustees and not to any individual or office bearers.

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(iii) All procurements and sales pertaining to the Trust shall be as per direction of the Board of Trustees.

(B) ACCOUNTS OF THE TRUST

- (i) Financial year of the Trust shall be from 1st April to 31st March of the succeeding year or as approved by the Board of Trustees from time to time.
- (ii) The funds of the Trust shall be utilized solely for the purpose of the Trust.
- (iii) The accounts of the Trust shall be maintained in the name of the Trust or its constituent bodies and institutions and not in the name of any other Trust, whether financing or sponsoring the Trust or not. The accounts of the Trust shall be kept in such forms as may be taid down by the Board of Trustees and shall conform to the rules.
- (iv) The accounts of income and expenditure as also the annual financial statement and annual accounts shall be audited by a Chartered Accountant or a firm of Chartered Accountants to be appointed by the Board of Trustees.

14. THE MANNER OF DISSOLUTION OF THE TRUST AND SUCH OTHER MATTER AS MAY BE THOUGHT EXPEDIENT, HAVING REGARD TO THE NATURE AND OBJECTS OF THE TRUST

The Trust may be dissolved, in case the need arises. All the immovable or movable properties of the Trust, if any, after settlement of all liabilities shall be transferred to another registered Trust / Society / Association / Institution pursuing similar aims and activities as decided by the Board of Trustees / Trust and shall not be distributed among the members of the Trust.

15. RECORDS TO BE KEPT BY THE TRUST

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Records like membership register, proceedings of the meetings of Trust / Board of Trustees, cash book, stock register, ledgers etc. shall be maintained by the duly authorized persons.

16. LEGAL PROCEEDINGS

For the purpose of legal proceedings, the person in whose name the Trust may sue or be sued shall be the Chairman or any other person duly authorized by the Board of Trustees of the Trust.

17. DEFECTS OF PROCEDURE IMMATERIAL

No act of the Trustees shall be invalidated by reason of any vacancy in the Board of Trustees or any irregularity in the conduct of meetings of the Board of Trustees or any other Committee appointed by the Trust / Chairman / Board of Trustees.

SETTLOR

In witness whereof the settler has got set his hand on this day, month and year first above written For Knowledge Education Trust

Ago har No. 3953 0032 7204

Kistan Kumal Sto Sita Ram Prajapat

Rlo H. No. 671, Will-Lisadi

Meerut, U.P-250002

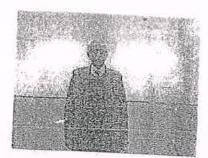
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Balkaj St Sh. Ramphool

Pl. C-86/A, Rajeer Maged Besumpyn, Delhi-86

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KISHAN KUMAR, BALRAJ

Certificate (Section 60)

Registration No.422 in Book No.4 Vol No 27

on page 179 to 193 on this date

on page 179 to 193 on this date 27/11/2014 11:12:21AM and left thumb impressions has/have been taken in my presence.

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day Thursday

Date 27/11/2014 12:45:35



SR VID Rohini New Delhi/Delhi



For Knowledge Education Trust



Ref.	No.	 	

REGD. OFFiCE 384, 3rd Floor, Pocket-9, Sector- 21, Rohini, New Delhi - 110086

Date.....

LIST OF TRUSTEES OF KNOWLEDGE EDUCATION TRUST

- Mr. Prashant Bhalla
 S/o L/ Dr. O P Bhalla
 R/o 1073, Sector-15, Faridabad
- 2. Dr. Madan Mohan Kathuria S/o L/Dr. Sukh Dev Kathuria R/o 2197, Sector – 9, Faridabad
- 3. Mrs. Cecilia Aurora Carnfeldt D/o Mr. Peje Per Magnus Emilsson R/o Grev Turegatan 56, Stockholm, Sweden.

For Knowledge Education Trust

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