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TRUST DEED

This Trust Deed is made at Delhi on 08-02-2010, by **Shobhit Kumar**, Managing Trustee, Shobhit Institute of Engineering & Technology, a Trust registered under Trust Act, with Sub Registrar, Distt North – West, New Delhi on 19-01-2007, Registration No 366 **S/o Shri Vijendra Kumar R/o 80 Vaishali, Pitam Pura, New Delhi** herein after called the **FOUNDER/SETTLER**, (which expression shall unless excluded by or repugnant to the subject or context be deemed to include executors, administrators, assigns and representatives) of the ONE PART and ...

- Shri Shekhar Kumar S/o Shri Vijendra Kumar R/o Kanoongoyan Street, Gangoh, Saharanpur
- 2. Shri Naresh Chand S/o Shri Bal Krishan R/o 26 A, Mansarovar, Sector 61, Noida
- 3. **Dr. Pramesh Kumar** S/o Shri Ram Gopal R/o 262-D, Civil Lines, Jagadhri, Yamuna Nagar
- 4. Smt. Shalini D/o Shri Rajendra Kumar R/o C-9 Sarvodaya Nagar, Kanpur
- 5. Smt. Nidhi D/o Shri Ram Kumar R/o D-112, Shastri Nagar, Meerut
- 6. Smt. Adarsh D/o Shri Ramlal R/o Kanoongoyan Street, Gangoh, Saharanpur

Hereinafter jointly called the 'TRUSTEES' of the OTHER PART.

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Purpose A Through

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M.C.I. 27-7-2000 to 31-3-2010

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Whereas:

- (a) The Founder / Settler is desirous to establish a Trust for general welfare of humanity.
- (b) Shri Shobhit Kumar shall be the Managing Trustee for life or till he wishes to remain so. He is also authorized to nominate the next Managing Trustee and incase he fails to do so his legal successor designated by him shall be the Managing Trustee.
- (c) Shri Shekhar Kumar shall be the Executive Trustee for life or till he wishes to remain so. He is also authorized to nominate the next Executive Trustee and incase he fails to do so his legal successor designated by him shall be the Executive Trustee.
- The Managing Trustee, Executive Trustee and the Trustees have at the request (d) of Founder/Settler agreed to act as Trustee of these presents upon the terms and provisions hereinafter contained.
- The Managing Trustee shall be vested with all powers in managing the trust (e) property.

NOW THIS TRUST DEED WITNESSES AS FOLLOWS:

In order to effectuate the said object of creating and establishing a Trust, the Founder/Settler has delivered to and made over to the Trustees a sum of Rs.1,000/-(Rupees One Thousand Only) with intent to part with all his rights, title and interest claim therein and vest the same in the Trustees to have and to hold the same and the investment or investments for the time being representing the all other properties that may for the time being represent the Trust estate together with all additions and accretions thereto and all accumulated income thereof and all other property or properties that may be acquired out of the same or otherwise may hereafter be subject to the Trust (hereinafter referred to as 'THE TRUST FUND') for the objects and purposes and uses hereinafter expressed with the powers and on the terms and conditions herein contained of the concerning the same.

Name

The name of the Trust shall be National Institute of Computer Education Society, hereinafter referred to as the "NICE Society".

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Office

The registered office of the Trust shall be situated at New Delhi, India.

Objectives

- (i) The Trust is a non-profit making philanthropic organization and the main purpose of the Trust is to provide better education and training.
- (ii) To provide education, training and research In the areas of Arts, Science, Commerce, Management, Law, Technology, Engineering, Pharmaceutical, Environmental Sciences, Computers, Medicine, Surgery, Nursing, Veterinary, Agriculture, Nano Technology, Dental, Paramedical and other areas as deemed fit and based on the needs of the Trust from time to time.
- (iii) To provide academic and/or practical, distance education and all such other modes of learning and instructions for the award and primary, High School, 10+2, Certificate, Diplomas and degree programmes leading to Under graduate, Graduate, Post-graduate & doctoral degrees as well as non-degree programmès.
- (iv) To establish, operate, promote, run, maintain and manage primary, Secondary and Higher Secondary Schools, Polytechnics, Degree Colleges, Medical College, Technical & Professional Institutes, Training centers, Skills Development Centers, Extension Centers, Continuing Education Centers, Universities, etc. with or without affiliation, recognition, articulation, association, collaboration, credit transfer agreement or any such other kind of academic collaboration accordance with Law both from within India and abroad from any country in the world without any limitations of caste, color, reed, religion or sex.
- (v) To provide healthcare services without discrimination of caste, creed, religion or sex.
- (vi) To run, establish, acquire, amalgamate; merge any hospital, Para-medical services, research centers, schools, colleges, agriculture, biotech, aquaculture, environmental sciences institutes or any other philanthropic body in India or abroad.

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- (vii) To arrange, establish and open libraries, reading rooms for the disadvantaged and poor students/children of the society.
- (viii) To arrange, establish, run, manage, control, look after, and supervise medical educational institutions, college, lecture Halls, part time coaching education centers and other establishments or institutions for advancement of education, health, research, training, employment, development and growth of the society & nation and knowledge.
- (ix) To borrow or take loans from any schedule bank or any other institutions for the upcoming projects of the Trust.
- To raise or borrow debts, term loans, working capital loan, refinances, guarantees, money by mortgage, hypothecate, encumber or create any other charge on the movable or immovable property of Trust, required for the purpose of the Trust and/or for carrying on the business authorized by these presents and/or carrying out any repairs to any movable or immovable property or properties for and on behalf of the Trust in favor of the Lender/Guarantor/Financer.
- (xi) To borrow or raise debts, finance, money or arrange guarantee or any other finance, fund base or non-fund base which may be required for the purpose of the Trust from Banks, Financial Institutions, External, Commercial Borrowings, private sources or abroad upon such terms & in such manner and on such security by way of mortgages, lease, creation of charges or any other encumbrances on the property of the Trust whether movable or immovable as may be determined. The Managing Trustee of Trust standing as guarantor can offer its property whether movable or Immovable for loan / advances to be taken by the organization on whose behalf guarantee is given.
- (xii) To obtain Foreign Loans, debentures, bonds, ECB or any other form of borrowings, donations or contributions.
- (xiii) To receive donations, contributions, subscriptions grants from individuals, organizations, private and government bodies, UN bodies in India and abroad for in cash or in kind the furtherance of the cause of Trust in India and abroad.

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- (xiv) To become, affiliate or collaborate with a deemed university or any other recognized university or competent / approved authority in this regard, as accordance with the law.
- (xv) To start, abolish, discontinue and restart any charity or charitable institution or Society/trust working for the same purpose for the benefit of a general public and to impose any condition to any subscription or donation made by them.
- (xvi) To joint, co-operate or amalgamate this Trust with other or others having similar or ailed objects upon such terms and conditions as the Managing Committee Members may in their discretion think fit particularly having regards to and in conformity with the objects and nature of this Trust.

Powers and Functions of the Trust

To carry out the above objectives and for the management and properties of the Trust shall have the following powers:

- (i) To receive funds, Aids, Grants, Contributions, Loans, Assets etc. from industries, international organizations, Banks, Persons, Financial Institutions or any other source, and gifts or donations or benefactions or bequests or properties both movable and immovable from donors or benefactors or testators or transferors, as the case may be. All funds shall be kept in any schedule bank and shall be operated by Managing trustee or person authorized by him;
- (ii) To deal with property includes purchase/sale or otherwise any movable or immovable property belonging to or vested in the Trust in any manner which is considered necessary for promoting the objects of the Trust for Better Management of the Trust.
- (iii) To advance by way of Loan / grant for the proper investment and management of the funds of the Trust.
- (iv) To develop linkages with the industry for fulfillment of the objectives of the Trust;

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- (v) To admit any other Center / Institution established and run by the Shobhit Institute of Engineering & Technology - the Sponsoring Trust, anywhere in India and abroad as a constituent body of the Trust.
- (vi) To establish any University, Campus / Off Campus / Offshore Campus / Centers / Distance Learning program anywhere in India and abroad in accordance with Law.
- (vii) To appoint constituted attorneys or Agents and to delegate to such attorneys or Agents all or any of the power vested in them under these present and from time to time remove such Attorneys or Agents and to appoint another in his or their place.
- (viii) to make, vary, alter or modify schemes, rules and regulations for carrying out the objects of the Trust and for the management of the affairs there-of and of running any institution in furtherance of the objects of the Trust and otherwise for giving effect to the objects of the Trust.
- (ix) To start, abolish, discontinue and restart any charity or charitable institution or society / trust working for the same purpose for the benefit of a general public and to impose any condition to any subscription or donation made by them.
- (x) to joint, co-operate or amalgamate this Trust with other or others having similar or ailed objects upon such terms and conditions as the Trustees may in their discretion think fit particularly having regards to and in conformity with the objects and nature of this Trust.
- (xi) To do such other acts and things as may be necessary for the furtherance of the objects of the Trust. The Trustees may from time to time frame in writing such rules and regulations and by laws for the management and administration of the Trust as they think fit. The Trustees shall also have the power to rescind add to, or alter in writing from time to time the rules and regulations and bye laws provided that these shall be inconsistence with objects & terms of the Trust.

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- (xii) To hold meetings of the Trust at such place and time as the Managing Trustee may from time to time decide. The minutes of the meeting of the Trust shall be entered in a book or as Managing Trustee deems fit. A person shall cease to a Trustee in any of the following events.
 - (a) If he / she dies or,
 - (b) If he / she resigns his office,
 - (c) If he / she becomes bankrupt or,
 - (d) If he / she become insane or otherwise become incapable to act or,
 - (e) If he / she acts against the interest/objects of the Trust.
 - (f) If he / she is removed by the Managing Trustee.

Interpretation of the Objectives

The Trust is established for public benefit and accordingly the objectives of the Trust as set forth above will be interpreted and restricted to mean such objectives and purposes as are regarded in law to be a public in nature. In case of any dispute, the verdict of Managing Trustee shall be final.

Trust Open to All Races, Creeds and Classes

The Trust shall be open to persons of either sex and of whatever race, creed, caste, class and geographical area of the country. No test or condition shall be imposed as to religious belief or occupation in admitting or appointing members or workers or any other connection whatever.

Income and Property of the Trust to be applied for the Objectives only

The income and property of the Trust, howsoever derived, shall be applied towards the promotion of the objectives as said forth in this Trust Deed and other such purpose / purposes as the management of Trust deemed fit.

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Income and Property of the Trust not to be paid or transferred by way of profit.

No portion of the income and property of the Trust shall be paid or transferred directly or indirectly by way of profit.

Management of the Trust

The names and address and occupations of the members of the Management to whom under regulations, the management of the Trust is entrusted, are given below as required under the Trust Registration Act, :

Name	Profession	Designation	Address	Signature
1 Shri Shobhit Kumar	Social Worker	Managing Trustee	80, Vaishali, PitamPura, New Delhi – 110 088	Shoblit Kumer
2 Shri Shekhar Kumar	Social Worker	Executive Trustee	Kanoongoyan Street, Gangoh, 247341 Saharanpur, U. P. 26 A, Mansarovar, N Sector 61, Noida, UP	Kellebhor
3 Shri Naresh Chand	Computer Professional	Trustee	26 A, Mansarovar, N Sector 61, Noida, UP	artish =
4 Dr. Parmesh Kumar	Medical Professional	Trustee	262-D, Civil Lines, Jagadhari, Yamane Nagar, Haryana	Pkuner
5 Smt. Shalini	Social Worker	Trustee	C-9 Sarvodaya Nagar, Kanpur, U.P.	nalin
6 Smt. Nidhi	Social Worker	Trustee	D-112,Shastri Nagar, Meerut, U.P.	Judhi
7 Smt. Adarsh	Social Worker	Trustee	Kanoongoyan Street, Gangoh, 247341 Saharanpur, U.P.	Adarsh Kuman

Shoblit Kumar

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Deed Related Detail

Deed Name TRUST	TRUST (MOVABLE)		
Land Detail			
Tehsil/Sub Tehsil Sub Registrar VI A Village/City Pitampura Place (Segment) Pitampura Property Type Residential	Ter	Area of Building 0 र्वग फुट Building Type	
Area of Property 0.00	0.00	0.00	
and the St. School or and and an array	Money Re	elated Detail	
Consideration Value 1,000.00 Rupees	Stamp Duty Paid 100.00 Rupees		
Value of Registration Fee 3.00 Rupees		Pasting Fee 1.00 Ruppes	
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TRUST (MOVABLE)

Presented by: Sh/Smt.

S/o, W/o

SUB-PE

R/o

Sh. Shobhit Kumar

Vijender Kumar

80, Vaishali, Pitam Pura, Delhi

in the office of the Sub Registrar, Delhi this 11/02/2010 day Thursday

between the hours of

Signature of Presenter

Executed and presented by Shri /Ms. Sh. Shobhit Kumar

and Shri / Ms. NIL

S/o W/o D/o R/o 170, Tagore Park, Delhi Who is/are identified by Shri/Smt/Km. Dr. M.P. Gupta

and Shri/Smt./Km Dr. R.K. Gupta S/o W/o D/o R/o GH-14/1025, Paschim Vihar, Delhi

(Marginal Witness). Witness No. II is known to me.

Contents of the document explained to the parties who understand the conditions and admit them as correct.

Certified that the left (or Right, as the case may be) hand thumb impression of the executant has been affixed in my presence

Registrar/Sub Sub Registrar VI A

Delhi/New Delhi

Date 11/02/2010

IN WITNESS WHEREOF, THE SETTLER/FOUNDER AND THE TRUSTEES HAVE HEREUNTO SET AND SUBSCRIBED THEIR HANDS ON THE EIGHT DAY, FEBRUARY MONTH AND YEAR TWO THOUSAND TEN FIRST HEREIN ABOVE WRITTEN, IN THE PRESENCE OF THE FOLLOWING WITNESS:

> Shobbit kumar SHOBHIT KUMAR FOUNDER/SETTLER

Dr. M.P. Gupta 170 Tagore Park, Model Town - 1 New Delhi - 110 009 luli alu 11

XGV0442574

Dr. D.K. Gupta Ex Zonal Director (NYKS, Govt. of India)

GH - 14/1025, Paschim Vihar New Delhi - 110 087

ICNO. 193 Deg. Z.D. (Pet.) NYKS

Reg. No.

Reg. Year

Book No.

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न्यासकर्ता :-

Sh. Shobhit Kumar

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Dr. M.P. Gupta, Dr. R.K. Gupta

Certificate (Section 60)

Registration No.665

in additional Book No.4 Vol No 621

on page 91 to 99 on this date

11/02/2010

day Thursday

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

Date 11/02/2010

Sub Registrar VI A

New Delhi/Delhi