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18/1/05



R.C.No. 391540
Mr. Shivanand Raja



R.C.No. 2-1296849
Sh. Vineet Nayyar



A-24, 55569
Sh. Ramesh Chand Khurana

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**VIDYA EDUCATION FOUNDATION
TRUST DEED**

THIS DEED OF TRUST MADE THIS 18TH DAY OF JANUARY, 2005 BETWEEN MR. VINEET NAYYAR, aged 66 years, son of late Sohan Lal Nayyar, resident of 5-A, Old Friends Colony (West), New Delhi-110065, hereinafter referred to as the "SETTLOR" (which expression shall be deemed to include his heirs, legal representatives and assigns) of the ONE PART, AND (1) the aforesaid MR. VINEET NAYYAR, (2) MR. R. C. KHURANA, aged 60 years, son of late Sham Dass Khurana, resident of 14-B, Pocket-B, Siddharth Extn., New Delhi-110014, and (3) MR. SHIVANAND RAJA, aged 48 years, son of late Diwan Chand, resident of A-3/130

Shivanand Raja



Vineet Nayyar



Ramesh Chand Khurana





VINEET NAYAR SP 81 21 11 11 11 11
Add. SA, Old Enclave, New Delhi

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18 JAN 2005
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Stamp Agent Lic. No. 10
T.O. K. Block, Vikas Enclave

Vinay Kumar

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T-247 Dept. of Vineet Nayyar
Sh. L. Chandra

Signature



18/1/05
Mr. R. C. Khurana / 604 M
No. 14-B, Sector-6, Gurgaon
Distt. New Delhi

Sh. Lal Chand
Gurgaon

Mr. L. Sarda

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Sh. S. K. ...
Sl. No. ...
New Delhi



Vinay Kumar

Sub-Registrar
New Delhi
18/01/05

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Signature







(2nd Floor), Janak Puri, New Delhi - 110 058, hereinafter referred to as the "TRUSTEES" (which expression shall, where the subject or context allows or admits of, be deemed to include the survivor or survivors of them and the successor or successors in office, as also the TRUSTEES or TRUSTEE for the time being of the Trust hereby created, their respective heirs and legal representatives) of the OTHER PART.



WHEREAS

- A. The SETTLOR is keenly interested in the promotion of high quality education in India and is desirous of creating a Trust for establishing, managing and running English Medium Schools up-to Senior Secondary Level and other Educational Institutions in various parts of the country including National Capital Region, with a view to provide the highest quality of education in an enabling environment for all-round development of their students with special focus on ethics and values
- B. Accordingly, the SETTLOR has transferred a sum of Rs.5,000/- (Rupees Five Thousand only) to the TRUSTEES including himself to hold the said amount and all other further amounts, funds, donations and contributions in any shape or form to the said amount from time to time and rents, profits and income thereof and the funds, properties, stocks, securities and other Investments for the time being representing the same, (all of which is hereinafter collectively referred to as the Trust Fund), upon the Trust and for the objects and purposes hereinafter mentioned.

NOW THIS DEED WITNESSETH and the TRUSTEES declare that they shall hereinafter hold the said amount of Rs.5,000/- (Rupees Five Thousand only) and the Trust Fund mentioned above, for the time being, upon the Trust and for carrying out the objects and on and subject to the powers provisions, terms and conditions hereinafter mentioned.

1. **NAME:**

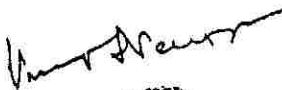
The Trust hereby constituted is an irrevocable Public Charitable Trust and will be known by the name of Vidya Education Foundation.

2. **OFFICE ADDRESS:**

The Principal Office of the Trust will be situated at 5-A, Old Friends Colony (West), New Delhi-110065, or at any other place in the National Capital Territory of Delhi, as the TRUSTEES may from time to time decide. The TRUSTEES may also open branches or local offices of the Trust at different places as they may decide from time to time.

3. **AIMS AND OBJECTS:**

- i. To promote, establish, aid, assist, encourage, run, manage educational institutions such as pre-primary, primary and secondary schools, senior secondary schools, colleges for teaching arts, commerce, science, medical and engineering colleges, and agricultural and polytechnics, training and development centres, yoga centres, computer and industrial training institutes and institutes for various other professional courses in the field of management, marketing and advertising, and such like educational institutions in India, initially in National Capital Region and/or abroad, either on its own or in joint venture or collaboration or in cooperation or association, or under any arrangement, with other entity including without limitation, Association of Persons, Societies, Trusts, Bodies Corporate etc.
- ii. To provide high quality education, in all fields of education and an enabling environment for all-round development of its students with special focus on ethics and values, and, in particular, to students at all levels ranging from Pre-school to Senior Secondary, under graduate courses, post graduate courses, professional and vocational courses, etc.



- iii. To grant stipends, scholarships and other financial assistance to poor and deserving students and award Certificates of Merit and/ or other forms of appreciation in recognition of extra-ordinary performance.
- iv. To aid, assist, encourage, set up, run and maintain libraries, reading rooms etc. for the benefit of general public.
- v. To promote, encourage, aid, assist, set-up and / or administer hostels and or other facilities for the students.
- vi. To promote, encourage, aid, assist and arrange educational tours for schools and colleges students, teachers and non-teaching staff in India and abroad.
- vii. To encourage, assist, promote, establish and manage Teachers' Training Colleges with a view to catering to the needs of educational institutions.
- viii. To impart employment oriented training both on and off the campus, for integrated human development.
- ix. To undertake, aid or assist scientific research, research in social science or statistical research through educational institutions established by the Trust or independently through any research association or organization established by the Trust or otherwise as considered fit and proper.
- x. To prepare, initiate, participate, motivate and assist programmes of cultural, social, educational and allied activities and to promote and finance research on Indian tradition and heritage for the welfare of the Community at large without any discrimination of caste, creed, religion, sex, language, etc.

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- xi To promote and encourage the feelings of equality, liberty, fraternity mutual co-operation, national integration among all the sections of society.
- xii To exchange hospitality with educational, social and cultural organizations of India and abroad and bring about coordination amongst them.
- xiii To arrange, encourage, assist and finance the writing, printing and publication of books, leaflets, magazines, periodicals and literature for the spread of education and uplift of community.
- xiv To accept/give donations (in cash or kind) subscriptions, grants, presents and to collect dividends, rents, interest and all other income of the Trust including those from running schools, colleges, institutions, hostels and other facilities etc. for being utilized to further the objects hereof.
- xv To pay all costs, charges and expenses incidental to the management administration and execution of the Trust and powers herein contained.
- xvi To purchase or hire or to take on lease lands, buildings and other immovable or movable properties for the purposes of the Trust.
- xvii To invest, dispose-off, transfer and /or otherwise deal with subject matter of the Trust / Trust Fund (including land and building) in such a manner, as deemed fit and proper, in carrying out the objects of the Trust.
- xviii To raise or borrow funds required for the purposes of the Trust from Banks, Financial Institutions, Private Limited Companies, Public Limited Companies, Foreign Investors Institutions or any other lenders as deemed fit by the Trustees from time to time.

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- xix To take over the management of any other Public Charitable institution, project / branch of any institution on such terms and conditions, the Trust thinks fit and to manage such institutions.
- xx To establish, maintain and grant aid to schools or such other establishments wherever possible, to help the poor and needy persons.
- xxi To establish, maintain and/or run scholarships and studentships, grants and other kinds of aid to needy students, including supply of books, stipends, medals and other incentives to study, and to provide board and residence for poor students in general.
- xxii To establish, support and run or grant aid and other financial assistance to schools, colleges, hostels, boarding houses and other institutions of like nature for use of the students and the staff and also generally for the development and / or advancement of education and diffusion of knowledge amongst the public in general, as well as to accept donations, contributions from India and abroad.
- xxiii To render assistance and / or grant aid to recognized Public Charitable Societies / Trusts or institutions.
- xxiv To grant relief during natural calamities and to give donations, subscriptions or contributions to Institutions, as deemed fit, by the Trustees from time to time.
- xxv To do any other act for the advancement of education in all spheres of life and to perform and undertake such other charitable objects that the Trust shall consider to be of general public utility without distinction of religion, sex, caste, color or creed.













- xxvi To co-operate with other institutions having similar objects on such terms and condition as the Trustees may deem fit.
- xxvii To promote and inculcate the dignity of labor, the appreciation of intellectual gifts and talents of all kinds.
- xxviii To develop disciplinary conduct and a habit to observe the rule of law and self- restraint.
- xxix To establish and / or to promote the establishment and / or render aid for supply of drinking water, construction or repair of public paths and roads or other activities of rural development for the benefit of the persons wherever such facilities are required.
- xxx To allow and permit any other Trust or Institution, in any local areas or area, whose objects are the same or similar to those of THESE PRESENTS, to amalgamate with the Trust provided that no conditions are accepted which involve change in the name of the TRUST or are inconsistent with or repugnant to the objects thereof.
- xxxi To merge or amalgamate into any other Trust or Society or charitable organization or Not for Profit company or body having same or similar objects, on such terms and conditions as the TRUSTEES of the Trust may deem fit and proper.
- xxxii To frame rules and regulations from time to time to achieve the aims and objects of the Trust hereby created, to amend and vary the same from time to time.

Kumar Anand



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xxxiii To do all such acts and things as may be conducive to the general well being of the Trust and/or calculated to assist and promote the objects of the Trust.

4. **BOARD OF TRUSTEES:**

- a) The management and control of the Trust and the Trust Fund shall vest in the TRUSTEES (hereinafter also referred to as the 'Board of Trustees'). The number of Trustees shall not be less than three (3) nor more than seven (7) including the Chairman and Managing Trustee. The TRUSTEES herein shall be the First Trustees of the Trust.
- b) Mr. Vineet Nayyar will be Chairman and Managing Trustee of the Trust and shall hold office till so long as he does not relinquish the said office or does not cease to be a Trustee of the Trust. Upon Mr. Vineet Nayyar ceasing to be the Chairman and Managing Trustee of the Trust, the Chairman and Managing Trustee of the Trust shall be Mrs. Reva Nayyar, wife of Mr. Vineet Nayyar, resident of 5-A, Old Friends Colony (West), New Delhi 110 065, provided she is a Trustee of the Trust at that time, and failing her, such other person as nominated by Mr. Vineet Nayyar or Mrs. Reva Nayyar and failing such nominee, a person chosen by the TRUSTEES by three-fourths majority.
- c) Mr. Vineet Nayyar the Settlor and Trustee Mrs. Reva Nayyar, who shall be appointed a TRUSTEE as provided in Clause 5(b) below, shall be Life Trustees of the Trust. All other TRUSTEES shall be appointed and hold their office as stated in Clause 5 below.

5. **APPOINTMENT OF NEW TRUSTEE:**

- a) Subject to the provisions of Clause 4 above, the following provisions will apply so far as the appointment of new Trustees is concerned.

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- b) Mrs. Reva Nayyar shall be appointed as a TRUSTEE of the Trust by Mr. Vineet Nayyar and the other two present TRUSTEES or the Trustee/ Trustees appointed in place of them or any of them, within 30 (Thirty) months from the date hereof and shall be a Life Trustee of the Trust.
- c) Any TRUSTEE to be appointed in place of any of a Life Trustee, other than Mr. Vineet Nayyar, shall be appointed by Mr. Vineet Nayyar, failing him, by the Chairman and Managing Trustee under Clause 4(b) for the time being of the Trust. Such Trustees, on their appointment as Trustees, shall also hold office as Life Trustees.
- d) The Chairman and Managing Trustee, for the time being, shall have the right to appoint Trustees in place of the other two First Trustees, named herein other than the Settlor Trustee upon their ceasing to be a Trustee of the Trust, and two other persons to be Trustees of the Trust, in addition to the Trustees appointed by him as aforesaid.
- e) The Chairman and Managing Trustee, for the time being, shall also have the right to appoint two other individuals to be the Trustees of the TRUST in addition to the Trustees appointed by him aforesaid. Such persons to be appointed as Trustees of the TRUST may include representatives of persons providing or undertaking to provide funds, properties, services to the TRUST, or otherwise considered by the Chairman & Managing Trustee, in his/ her sole discretion, capable of making valuable contribution to the TRUST. Such representative/ Trustees will hold office until such time, not exceeding 2 years as decided at the time of their appointment by the Chairman & Managing Trustee.



- f) The other remaining TRUSTEE (being outstanding persons in the field of or sympathetic to, education, culture, arts, social work or distinguished members of Society) will be appointed by all the Trustees comprising the Life Trustees and the TRUSTEES referred to in the foregoing sub-clauses.
- g) Subject to the other provision hereof, all Trustees other than Life Trustees and representative Trustee/s shall hold office for two years but, may be re-appointed.
- h) If and often as the TRUSTEES of THESE PRESENTS shall die or desire to retire or refuse or become incapable to act in the Trust hereof or shall take the benefit of the Insolvency law for the time being in force, and in every such case it shall be lawful for the Chairman and Managing Trustee for the time being or the surviving or continuing TRUSTEE or TRUSTEES for the time being of THESE PRESENTS as the case may be to appoint subject to and in accordance with the above provisions (sub-clauses) of this clause, new TRUSTEE or TRUSTEE in place of the TRUSTEE or TRUSTEES so dying or desiring to retire or refusing or becoming incapable to act or taking the benefit of the Insolvency Law, and upon every such appointment all the Trust Fund shall vest in the new TRUSTEE so appointed along with the other TRUSTEES.

6. **EFFECT OF APPOINTMENT OF NEW TRUSTEES:**

Upon every such appointment made in pursuance of the previous foregoing clauses thereof, the newly appointed TRUSTEES shall have all powers and authorities of a TRUSTEE under THESE PRESENTS.

7. Subject to the provisions next in this clause set out, the meetings of the Board of Trustees shall be held in accordance with the regulations framed by the TRUSTEES as provided in Clause No.20.

- a) The quorum for a meeting of the TRUSTEES shall be three (3) which number must include to two (2) TRUSTEES from amongst the Life Trustees including the Founder Chairman and Managing Trustee or the

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Chairman and the Managing Trustee for the time being under clause 4(b), and the TRUSTEES appointed under Clause 5 (b).

- b) The Chairman and Managing Trustee for the time being will take the Chair and preside over the meetings of the TRUSTEES. If or for any reason the Chairman and Managing Trustee is absent, then the other Life Trustee present at the meeting and failing that, a TRUSTEE (being senior-most in age) will be entitled to act as the Chairman of the meeting.
- c) All questions arising at a Meeting of the Board of Trustees shall be decided by a majority of the TRUSTEES present at the meeting. In the event of equality of votes by the TRUSTEES present, the Chairman of the meeting shall have a second and casting vote.

8. **POWERS TO APPOINT AGENTS AND COMMITTEES:**

The Board of Trustees shall be entitled from time to time to appoint with or without remuneration and on such terms and conditions as the Board of Trustees may think proper, persons or agents and to appoint Committees to function under the authority and control of the TRUSTEES for carrying out the Trust of these presents or the management thereof and may within the limits of their own powers invest them with all such powers including power to incur all such expenditure, as may be necessary, for carrying out the objects of the Trust.

9. **POWER TO SETTLE MATTERS OF DOUBT:**

It shall be lawful for the Board of Trustees to settle and determine all matters of interpretation of THESE PRESENTS AS WELL AS matters of doubt or dispute and all questions arising in the course of or incidental to the administration, management and execution of the Trusts and powers of THESE PRESENTS and any such settlement or termination (although the question involved may not have been actually raised) shall be valid, binding and conclusive and shall not be objected to or re-opened upon any ground whatsoever.



10. **POWER TO COMPROMISE AND REFER TO ARBITRATION:**

The Board of Trustees shall have full powers to settle, compromise or compound, out of Court, all suits, actions and other proceedings and to settle all or other proceedings, differences of demands to arbitration and to adjust the settlement of all accounts relating thereto as fully if they were absolutely entitled to the Trust Fund and without being answerable for the loss occasioned thereby.

11. **POWER TO PURCHASE, HIRE OR TAKE ON LEASE:**

The Board of Trustees shall be entitled to purchase or hire or take on lease a property or properties for the purposes of carrying out the objects of the Trust hereby created.

12. **POWER TO BORROW:**

The TRUSTEE may, from time to time, at their discretion for the furtherance of the objects of the Trust of THESE PRESENTS borrow Funds, upon such terms, conditions and securities as the TRUSTEES in their discretion, deem fit and proper, and may, for the purpose, authorize such of their number and/or other persons in such form and manner as deemed expedient by the TRUSTEES to make all such dispositions of the properties movable or immovable forming part of the Trust Fund or any part thereof and enter into such Agreements, Deeds, assurances, and writings in relation thereto as the TRUSTEES may deem proper for such borrowings / loans or for giving security for such borrowings / loans and interests thereon.

13. **INVESTMENT OF TRUST FUNDS:**

All monies forming part of the Trust Fund and requiring investment shall be invested in the name of the Trust, for the time being in any of the securities authorized by the Income Tax Act, 1961 and other laws, as may be applicable from time to time for investment of Trust Funds or in deposits with any scheduled bank or banks, Private Banks in India or in deposits, debentures, debenture-stocks

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and preference shares of Government Companies, Public Sector Undertakings or Public Limited Companies incorporated in India which may be approved investments or in or upon investments of like nature and/or shall at their discretion sell and / or realize the same or any part thereof and vary and transpose the investments, from time to time, as deemed beneficial to the Trust.

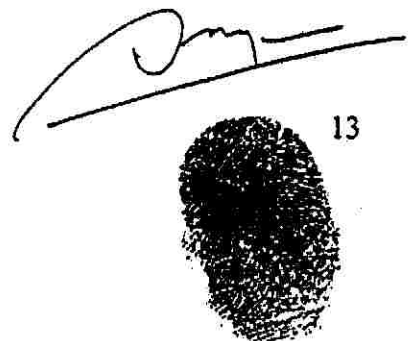

14. IN WHOSE NAME MONIES TO BE INVESTED:

All monies forming part of the Trust Fund and requiring investments shall be invested on and the conveyance or other assurance in respect of any immovable property or properties forming part of the Trust Fund shall be obtained in the names of the Trust for the time being of THESE PRESENTS.

15. FURTHER POWER OF THE TRUSTEES:

The TRUSTEES shall have the following powers:

- a) To receive donations or gifts, in cash or in kind, on such conditions as the TRUSTEES may agree upon and which are in consistent with the objects of this Trust.
- b) To acquire any immovable or moveable property, required for carrying out the objects of the Trust, by way of purchase, lease, gift, construction or on Leave and Licence basis or otherwise however.
- c) To sell any immovable property or any part thereof or give on lease any property or any part or parts thereof not required for carrying out the objects of the Trusts, subject however to the permission of any authority if required by law.
- d) To appoint Consultant Advisor or Group of Consultants / Group of Advisors to advise the TRUSTEES in the formulation of general policies or in such other matters as are referred to them, provided however, that, it shall be open to the TRUSTEES to accept or not to accept their advice wholly, partly or to reject it.
- e) To sanction recurring expenses from month to month.
- f) To sanction expenditure on non-recurring items in any year.



- g) To institute, defend or compromise legal proceedings on behalf of the Trust subject, if and when necessary.
- h) To invest, dispose-off, transfer or otherwise deal with the funds of the Trust subject to the provisions of any law to that effect in such manner as the Trustees shall deem fit, so as to enable them to carry out the objects of the Trust effectively.
- i) And, generally, to do any other acts or act not mentioned above that may be necessary in the discharge of their duties and execution of the powers vested in the TRUSTEES.

16. OPENING BANK ACCOUNTS:

The Board of Trustees may, from time to time, open and maintain in the name of the Trust, any bank account or accounts, with such banks or banks, as may from time to time, be determined by the TRUSTEES and shall forthwith pay or cause to be paid the rents, income, profits, dividends and all other monies forming part of the Trust Fund to the credit of any such account or accounts, such accounts or account shall be operated upon by such of the TRUSTEES or any other person or persons as may, from time to time, be authorized to do so by a resolution of the TRUSTEES of THESE PRESENTS.

17. AUDIT OF ACCUNTS:

The TRUSTEES shall maintain regular accounts of the Trust Funds and shall get the same duly audited by a qualified auditor.

18. POWER OF REIMBURSE

The TRUSTEES may reimburse themselves or pay and discharge out of the Trust Fund all expenses property incurred in or about the execution of the Trusts / or Powers under this Trust or any of them. Provided, however, that this right and/or power of reimbursement shall not be operative in case of a TRUSTEE held liable for the loss caused to the Trust for his /her acts of commissions or omissions.

19. RECEIPTS OF TRUSTEES:



The receipts in writing by the Managing Trustee or any other TRUSTEE authorized by the Board of Trustees, for the time being, of THESE PRESENTS for any interest, dividend or income of the Trust Fund or for any Deeds, papers, writing documents or other Monies and effects payable or deliverable to the TRUSTEES shall sufficient and effectual discharge for the same respectively as in such receipts or receipt shall express or acknowledge to be or to have been received and persons to whom or in whose favour the same shall be given his or her or their heirs, executors, or administrators shall not be afterwards in any way obliged or concerned to see to the applications of the monies, property and effects therein mentioned and acknowledged to be received or be answerable or accountable for the loss, misapplication or non-application thereof. The TRUSTEE by a resolution may also authorize any scheduled bank or Private Sector Banks in India to collect any interest, dividend or income or other monies of the TRUST FUND on their behalf.

20. **POWER TO MAKE RULES AND REGULATIONS:**

In addition to the aforesaid rules, the TRUSTEES shall from time to time, to be entitled to make rules and regulations for the administration and management of Trust of THESE PRESENTS and all matters incidental to or concerning the name PROVIDED, such rules and regulations shall not be repugnant to offend against or be inconsistent with the provisions of the purposes of the Trust thereof.

21. **POWER TO AMEND THE RULES:**

If, in the opinion of the TRUSTEES, circumstances so require the TRUSTEES may unanimously make any amendment in the rules, they may consider necessary for the better management or administration of the Trust activities or for carrying out the objects of the Trust.

22. **POWER TO AMALGAMATE OTHER TRUST:**

The TRUSTEES shall be at liberty to allow and permit amalgamation of any other Trust, Institution or Charity, in any local area or areas whose objects are the same or similar to those of THESE PRESENTS, PROVIDED that no conditions are



accepted which involve a change in the name of the Trust or are inconsistent with or repugnant to the objects thereof.

23. **INDEMNITY TO THE TRUSTEES:**

The TRUSTEES, for the time being of THESE PRESENTS, shall be chargeable only such monies, stocks, funds, deposits and securities as they shall actually receive, notwithstanding their signing of any receipt for the sake of conformity and shall be answerable or accountable only for their own acts, receipts, neglects, defaults, and not for those others or any banker, auctioneer or any other persons with whom or into whose hands any Trust money or securities may be deposited or come in accordance with THESE PRESENTS not for deterioration or loss of any stocks, funds, deposits or securities nor for any defects or insufficiency of title nor for any other losses unless the same shall happen through their own.

IN WITNESSES WHEREOF the TRUSTEES abovenamed have hereunto set their hands the 18th day of January Two Thousand Five.

SIGNED AND DELIEVERED
by the above-named SETTLOR
Mr. Vineet Nayyar,
Passport No. Z-1396849

)
)
)
)

Vineet Nayyar


in the presence of:

WITNESSES:

1. Mr. Lal Chand Gurnani
S/o Shri. D.C. Gurnani
3rd Floor, Urdu Ghar,
212, DDU Marg,
New Delhi - 110 002
Election I. Card No. DL/03/016/318647


[Signature]


2. Mr. K.L. Sachdev
S/o (Late) Shri. C. S. Sachdev
3rd Floor, Urdu Ghar,
212, DDU Marg,
New Delhi - 110 002
Pensioner's I. Card No. 0041-GAR

[Signature]


SIGNED AND DELIEVERED
by the abovenamed TRUSTEES

1. Mr. Vineet Nayyar,
Passport No. Z-1396849 .
2. Mr. Ramesh Chand Khurana, and
Passport No. A-2455569
3. Mr. Shivanand Raja
Ration Car No.391540

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Vineet Nayyar
Ramesh Chand Khurana
Shivanand Raja



in the presence of:

WITNESSES:

~~1.~~

Mr. Lal Chand Gurnani
S/o Shri. D.C. Gurnani
3rd Floor, Urdu Ghar,
212, DDU Marg,
New Delhi - 110 002 ✓
Election I. Card No. DL/03/016/318647

Lal Chand Gurnani

~~2.~~

Mr. K.L. Sachdev
S/o (Late) Shri. C. S. Sachdev
3rd Floor, Urdu Ghar,
212, DDU Marg, ✓
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Pensioner's I. Card No. 0041-GAR

K.L. Sachdev

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