

उत्तर प्रदेश UTTAR PRADESH



AD. 477159

17 DEC 2019

Valuation : Rs. 5,000/-

Stamp Duty : Rs. 500/-

Ward : CHINHAAT, Lucknow

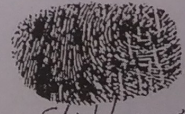
LUCKNOW PUBLIC CHARITABLE TRUST

THIS DEED OF DECLARATION OF PUBLIC TRUST executed on this 8th day of January 2020 at Lucknow, Uttar Pradesh.

BETWEEN

Mr. Shiv Pai Singh, son of late Mr. Ram Lal Singh, born on 1st January 1956, residing at 28, Bajrang Nagar, Near BSNL Telephone Exchange, Krishnanagar, Manasnagar, Lucknow, Uttar Pradesh - 226023, having PAN: ACQPS1931C (hereinafter referred to as the "Settlor") of One Part.

General Manager
Lucknow Public School
Asani Mod, Barabanki



[Signature]

[Signature]

[Signature]

AND

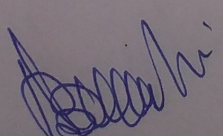
1. Mr. Shiv Pal Singh, son of late Mr. Ram Lal Singh, born on 1st January 1956, residing at 28, Bajrang Nagar, Near BSNL Telephone Exchange, Krishnanagar, Manasnagar, Lucknow, Uttar Pradesh - 226023, having PAN: ACQPS1931C (hereinafter referred to as "Managing Trustee or Trustee No. 1"):
2. Mr. Harshit Singh, son of Mr. Shiv Pal Singh, born on 2nd September 1994, residing at 28, Bajrang Nagar, Near BSNL Telephone Exchange, Krishnanagar, Manasnagar, Lucknow, Uttar Pradesh - 226023, having PAN: ESMPS6072L (hereinafter referred to as the "Trustee No. 2") and
3. Mr. Shikhar Pal Singh, son of Mr. Shiv Pal Singh, born on 18th January, 2000, residing at 28, Bajrang Nagar, Near BSNL Telephone Exchange, Krishnanagar, Manasnagar, Lucknow, Uttar Pradesh - 226023, having PAN: JSJPS4813M (hereinafter referred to as the "Trustee No. 3").

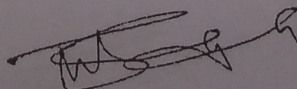
Trustee No. 1, 2 and 3 shall jointly be referred to as 'The Trustees or Board of Trustees' which expression wherever the context so requires or admits shall mean and include the successors-in-interest and assigns of the Second Part.

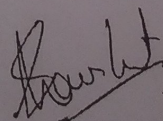
The Settlor and the Trustees shall jointly be referred to as "Parties" and severally as a "Party".

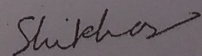
RECITALS

- A. Whereas the Settlor above named is desirous of creating and establishing a Charitable Trust for establishing and operating schools, colleges, educational institutions for imparting education to public at large, including poor, needy and destitute children irrespective of caste, creed, religion or sex.
- B. Whereas the Settlor is also keen on other charitable deeds and for this purpose has decided to set up a Trust to serve the purpose as hereinafter expressed and contained in this presents and as an entity not for private profit and for playing an important role for benefit of the underprivileged and society at large.
- C. Whereas the Settlor being desirous of establishing the Trust has placed under the control of the Trustees the Initial Settlement amount of Rs.5,000/- (Rupees Five Thousand only), forming a part of 'the Trust Property' to be held upon and by the Trustees with and subject to the trusts, powers and provisions contained herein. The trust is not in possession of or owner of any immovable property as on the date of forming this trust.
- D. And Whereas all activities of the Trust shall be carried out without any profit motive and in accordance with the provisions of the Income-tax Act, 1961 or any statutory modification thereof.
- E. And Whereas the Trustees named are willing to accept the office of the Trustees for the purpose of carrying out the wishes of the Settlor of the Trust under the provisions and directions set forth herein, so as to enable to pursue its objects mentioned hereinbelow as is testified by the execution of this instrument (hereinafter referred to as the "Trust Deed").


General Manager
Lucknow Public School
Aseni Mod, Barabanki







- (22)
- F. And Whereas it is intended that this Trust and all the subsequent transfers and gifts made by the Settlor and other persons herein shall be irrevocable.

NOW THIS DEED OF DECLARATION OF CHARITABLE TRUST WITNESSETH
AS FOLLOWS:

1. DEFINITIONS AND CONSTRUCTION

In this Deed, where the context so admits:

- 1.1. "Incapacity" shall mean and include incapacity and arise in the following circumstances: "Medical incapacity" shall mean incapacity which is caused by physical or mental impairment, deficiency, disability or deterioration resulting in the individual whose incapacity is being judged as being unable to manage his own affairs or to understand the nature or consequences of his actions as conclusively determined by written notice delivered to the Trustees by a medical practitioner. Such incapacity shall be deemed to continue unless or until the Trustees receive a certificate to the contrary, signed by two qualified medical practitioners or if the Trustees deem fit at their absolute discretion pursuant to an order of a court of competent jurisdiction that no such incapacity exist. "Legal incapacity" means any legal incapacity of a person under the law of the domicile or the habitual residence or of the place of incorporation of that person, whether deriving from age or otherwise.
- 1.2. "Incapacitated" shall mean and include any person suffering from Incapacity;
- 1.3. "Trust Property" shall mean the Trust Corpus/Capital and the Trust Income.
 - 1.3.1. Trust Corpus or Capital shall include the initial corpus of the Trust and such further moneys, immovable and movable properties and voluntary contributions, including investments as may during the continuance of the Trust hereby created be added thereto by the Settlers or any other person; Donations or gifts received from any other person or persons from time to time; all accumulations of income lawfully made; any accretion to the Trust Property and or any income generated out of the Trust Property which is accumulated and added to the Trust Property in accordance with the provisions of this Trust; receipts on sale of Trust Fund.
 - 1.3.2. Trust Income or Income means income earned by the contributions made into this Trust which may include but is not limited to dividend, interest, surplus generated in due course of pursuing its objectives, rental income; contributions received by any person.
- 1.4. In this Deed, unless the context otherwise requires:
 - 1.4.1. this Deed shall be interpreted under the laws of India and the provisions of The Indian Trusts Act, 1882, Income Tax Act, 1961 and all other laws, rules and regulations as may be applicable from time to time.
 - 1.4.2. the singular shall include the plural and the masculine shall include the feminine and vice versa;

- 1.4.3. reference to the word "include" shall be construed without limitation;
- 1.4.4. references in this Deed to statutory provisions shall be construed as references to those provisions as modified or re-enacted from time to time (whether before or after the date of this Deed) and to any subordinate legislation made under such provisions and shall include references to any repealed statutory provision which has been so re-enacted (whether with or without modification);
- 1.4.5. any change effected in any detail provided herein by any one or more Parties shall be intimated to all the other Parties vide notice or any other form of written communication to the specific addresses provided herein or such different addresses as changed from time to time.
- 1.4.6. Clause headings are included for reference only and do not affect the interpretation of this Deed.

2. NAME

- 2.1. The name of the Trust shall be "LUCKNOW PUBLIC CHARITABLE TRUST".

3. PLACE

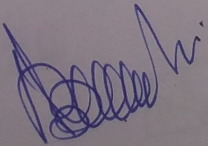
- 3.1. The principal office of the Trust will be situated at Lucknow Public College, Vinamra Khand, Gomti Nagar, Lucknow - 226010, Uttar Pradesh, India or such other place as the Trustees may from time to time decide. The Trust may also carry on its work at any other place or places, as decided by the Trustees.

4. TRUSTEES

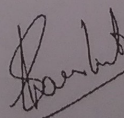
- 4.1. The Trustees shall be the first trustees and have given their consent to be appointed as the trustees and as token thereof, they have set their hands to this instrument.

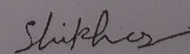
5. SETTLEMENT

- 5.1. The Settlor hereby settles the sum of Rs. 5,000 /- (Rs. Five Thousand only) as corpus to the Trust, with the name and for the objects hereinafter stated, by delivering the said amount in cash which the Trustees have accepted, the receipt of which they do hereby acknowledge, to hold the same in and to the Trustees with the powers and obligations as provided hereinafter.
- 5.2. The Settlor of the Trust hereby conveys, assigns to the Trustees the assets and properties that shall be transferred in future to have and to hold the same in trust as corpus of the Trust, to be used by the Trustees to carry out and fulfill the objects of the Trust, and the Settlor of the Trust hereby relinquishes for all time any claim to or interest in the said assets and properties or fund forming the subject matter of the Trust.
- 5.3. The Trustees do hereby agree that they shall hold and stand possessed of the said Trust assets, properties and funds (which expression shall include all investments in cash or kind or in any nature whatsoever into which, the said property or a part or


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parts thereof may from time to time be converted, varied or exchanged) and/ or such investments as may be held by the Trustees from time to time in relation to these presents together with all income, profits, additions and accretions thereof, upon Trust for the object set out herein with and subject to the provisions and conditions hereinafter contained in these presents.

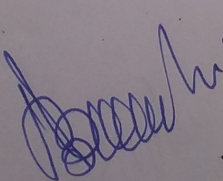
6. **BENEFICIARIES OF THE TRUST**

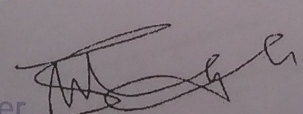
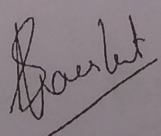
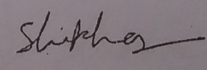
- 6.1. The Lucknow Public Charitable Trust has been established for the benefit of the public at large including poor, needy and destitute children for the various objects mentioned under this Deed of Charitable Trust, irrespective of caste, creed, religion, race or sex and the Trust will not carry on any activities with an intention of earning profit.

7. **TRUST PROPERTIES**

The properties of the Trust shall be:

- 7.1. The said sum of Rs. Five thousand above referred to, the receipt of which is hereby acknowledged by the Trustees.
- 7.2. Any properties movable or immovable, transferred by the Settlor or acquired by the Trust either by purchase or otherwise.
- 7.3. All voluntary donations both towards corpus, income or otherwise, gifts, legacies, bequests or grants in cash or in kind accepted by the Trustees from any person or persons from India or outside.
- 7.4. Any donations, grants, subscriptions, aids or contributions from any person, institutions, corporations, associations, local authority of the Government or any other charitable institutions, charitable societies in cash or in kind including immovable property. The Trustees shall not accept any receipt with any condition or terms inconsistent with the objects of the Trusts.
- 7.5. All additions and accretions to the Trust properties and the income there from.
- 7.6. No part of the Trust Fund, either the corpus or the income there from, shall be utilized for any other Object other than those specified under the provisions of this Trust Deed.
- 7.7. While accepting the contribution or grant the Trustees shall keep proper record of the identity indicating the name and address of the person making such contribution either towards the corpus or the income of the Trust Property, along with amount donated.


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8. OBJECTS OF THE TRUST

The Objects of the Trust are to undertake following activities in India and abroad:

- 8.1. To establish and operate schools, colleges, educational institutions for imparting education to public at large including poor, needy and destitute children irrespective of caste, creed, religion or sex.
- 8.2. To establish, promote, set-up, run, maintain, assist, finance, support and/or aid in setting up and/or maintaining and/or running schools and other institutions.
- 8.3. To promote, advance and encourage and/or aid in helping, promoting, advancing, encouraging primary, secondary and higher education including technical and medical education, physical training, training of handicraft, fine art and other useful arts, crafts to the poor and needy children.
- 8.4. To provide skill-based training to the students and adults to enable them to gain employment, whether by funding their training, making donations to other charitable organizations whose objective is to impart skill based training, funding and establishing institutes for providing skill based training.
- 8.5. To grant, pay or provide scholarship, stipend, prizes, rewards, allowance and other financial assistance or help in cash or kind to students with a view to help them in pursuing their studies in schools, colleges, educational institutions, technical institutions, art schools, institution teaching commercial and other arts including teaching of cultural arts or other training, research or other educational works.
- 8.6. To establish, run, support and grant aid or other financial assistance for the development and advancement of education and diffusion of knowledge amongst the students in general.
- 8.7. To give opportunity to all children of all categories to provide better education.
- 8.8. To serve human race through education and give opportunities of mental, physical, vocational and spiritual development to them.
- 8.9. To make efforts for dissemination, publicity and development of Indian languages.
- 8.10. To establish institutions after permission of government for conducting technical, medical and other contemporary courses, in view of social requirements.
- 8.11. Dissemination of necessary knowledge in field of eradication of bad social customs and remove the same by organising seminars, operating adult education programs.
- 8.12. To provide education on equal level to the children of all caste-religion and categories and make special efforts in their development and talent search.
- 8.13. To establish and operate universities for dissemination of higher education.

8.14. To establish, develop, maintain and grant aid in cash or in kind to hospitals, schools, nursing institutions, dispensaries, maternity homes, child welfare centres and/or such other similar charitable causes in or outside India for the benefit and use of the general public.

8.15. Any other activity that the Trustees in their discretion may deem fit.

8.16. All the above objectives are to be carried out by the Trust without an intention to earn profit.

9. **ENLARGEMENT OF OBJECTS OF TRUST**

The Trustees may in their absolute discretion utilize any part of the net income of the Trust income and also the corpus of the Trust Property for any of the objects mentioned below:

9.1. Educational – to run, maintain or assist any educational or other institution for coaching, guidance, counselling or vocational training or to grant individual scholarships for poor, deserving and needy students for elementary and higher education.

9.2. Medical – to run, maintain or assist any medical institution, nursing home or clinics or to grant assistance to needy and indigent persons for meeting the cost of medical treatment.

9.3. Relief to the poor – to give financial or other assistance in kind by way of distribution of books, notebooks, clothes, uniforms, or meals for the poor and indigent and to the persons suffering due to natural calamities.

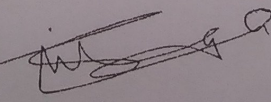
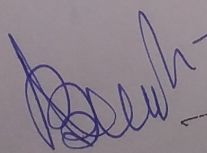
9.4. Other objects of general public utility –

9.4.1. to acquire property for the sole use for public good by making it available for public purposes without any charges as for example, housing a library clinic, crèche and/or as a community hall to be available for public use as training classes, seminars, discourses and other public functions for benefit of the community in general.

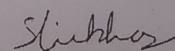
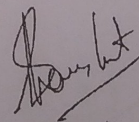
9.4.2. to undertake any other activity incidental to the above activities but which are not inconsistent with the above objects.

9.5. Provided the Trust may assist/donate to any other Trust to carry out the various objects mentioned in the objects clause in such manner and to the extent the Trustees may decide upon from time to time.

9.6. All the above objectives are to be carried out by the Trust without an intention to earn profit.



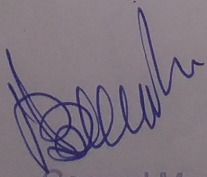
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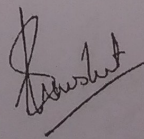


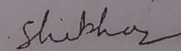
10. OBJECTS OF THE TRUST TO MEET CORPORATE SOCIAL RESPONSIBILITY

The Trust may carry on activities relating to Corporate Social Responsibility (CSR) policies which may be included by companies:

- 10.1. Eradicating hunger, poverty and malnutrition, promoting health care and sanitation including contribution to the Swach Bharat Kosh set up by the Central Government for the promotion of sanitation and making available safe drinking water.
- 10.2. Promoting special education and employment enhancing vocational skills especially among children, women, elderly and the differently abled and livelihood enhancement projects.
- 10.3. Promoting gender equality, empowering women, setting up homes and hostels for women and orphans; setting up old age homes, day care centres and such other facilities for senior citizens and measures for reducing inequalities faced by socially and economically backward groups.
- 10.4. Ensuring environmental sustainability, ecological balance, protection of flora and fauna, animal welfare, agro forestry, conservation of natural resources and maintaining quality of soil, air and water including contribution to the Clean Ganga Fund set up by the Central Government for rejuvenation of river Ganga.
- 10.5. Protection of national heritage, art and culture including restoration of buildings and sites of historical importance and works of art; setting up public libraries; promotion and development of traditional arts and handicrafts.
- 10.6. Measures for the benefit of armed forces veterans, war widows and their dependents.
- 10.7. Training to promote rural sports, nationally recognized sports, Paralympic sports and Olympic sports.
- 10.8. Contribution to the Prime Minister's National Relief Fund or any other fund set up by the Central Government for socio-economic development and relief and welfare of the Schedule Castes, the Schedule Tribes, other backward classes, minorities and women.
- 10.9. Contributions or funds provided to technology incubators located within academic institutions which are approved by the Central Government.
- 10.10. Rural development projects.
- 10.11. Slum area development.
- 10.12. Any other inclusions and amendments notified in the Official Gazette and Companies Act.
- 10.13. Such other inclusions and amendments deemed necessary at the discretion of the Trustees.


General Manager
Lucknow Public School
Asani Mod, Barabanki





- 10.14. All the above objectives are to be carried out by the Trust without an intention to earn profit.

11. BOARD OF TRUSTEES

- 11.1. The administration of the Trust shall vest with the Board of Trustees. The First Trustees shall be:
- 11.1.1. Mr. Shiv Pal Singh, the Managing Trustee,
 - 11.1.2. Mr. Harshit Singh and
 - 11.1.3. Mr. Shikhar Pal Singh.
- 11.2. The Trustees collectively shall mean the Board of Trustees as described in these presents, and those Trustees, as appointed, nominated or selected by the members of the Board of Trustees to increase the number of Trustees to maximum five or whenever any vacancy arises.

12. MANAGING TRUSTEE

- 12.1. Ms. Shiv Pal Singh shall be designated as the First Managing Trustee, who shall oversee the day to day affairs of the Trust and shall have power to administer the properties of the Trust. The Managing Trustee shall have overall power of superintendence over the affairs of the Trust and shall promote and carry out the objects of the Trust.
- 12.2. The First Managing Trustee shall hold office for life or until he resigns.
- 12.3. The First Managing Trustee during his lifetime shall designate the successor to the Managing Trustee made in writing and delivered to the Board of Trustees. In the event the First Managing Trustee fails to designate, then the successor Managing Trustee(s) shall be appointed by the Board of Trustees, on such terms and conditions as the Board of Trustees deem fit.

13. CESSATION OF TRUSTEESHIP

- A Trustee shall cease to be the Trustee of the Trust under any of the following circumstances:
- 13.1. He/she demises or becomes mentally or physically incapacitated as certified by a medical practitioner. In the event a Trustee become capacitated again, then he/she may be eligible for re-appointment.
 - 13.2. He/she acts against the interest of the Trust and does not abide by the Deed of Trust and rules and regulation framed there under.
 - 13.3. He/she commits any acts of malfeasance, misfeasance, misappropriation, breach of Trust in respect of this Trust.

13.4. He/she retires from Trusteeship. Any Trustee may retire from Trusteeship hereof by giving one calendar months' notice in writing of her/his intention to do so to the Board or Trustees and after the expiry of the period of notice, the Trustee giving the notice shall ipso facto cease to be a Trustee of these presents.

13.5. He/she is removed from the Trusteeship as provided herein. The First Managing Trustee shall have the power to remove a Trustee and upon demise, resignation or incapacitation of the First Managing Trustee, the Board of Trustees by majority consent shall have the power to remove a Trustee and such action shall be final.

14. APPOINTMENT OF SUCCESSOR TRUSTEES AND THEIR TERM

14.1. Any vacancy in the office of the Trustees shall be filled up by the continuing or surviving members of the Board of Trustees by selecting a suitable person.

14.2. The number of the Trustees shall not be less than three and not more than five. The Board of Trustees may appoint more Trustees at any point of time to increase the number of Trustees up to five.

14.3. If at any time the number of the Trustees is less than three, the continuing members of the Board of Trustees shall appoint additional Trustees to increase the number of Trustees to three.

14.4. Except for the First Trustees, the Successor Trustees shall be re-elected after every three years by the Board of Trustees and shall be eligible for reappointment.

14.5. Upon the appointment of a new trustee the Trust Properties shall vest in the new Trustees jointly with the continuing or surviving trustees, with the duties and power of the Trustees set out hereinabove in this deed.

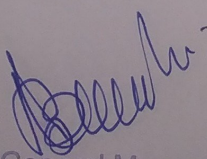
15. TRUST ADMINISTRATION AND POWER TO THE TRUSTEES

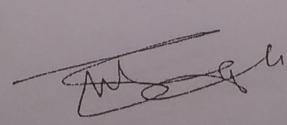
The Trustees shall have the control and management of the Trust and exercise following powers:

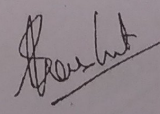
15.1. The Trustees shall administer and operate the Trust and deploy the Trust Properties and accretions thereto which will fulfil the performance of the objects for which the Trust is established.

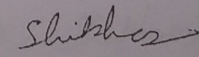
15.2. To invest the Trust properties in the manner not prohibited by any provisions of the Income Tax Act, 1961.

15.3. The Trustees shall ensure that the investments made by the Trust and any returns or income or profit generated by the Trust from the investment made or otherwise are segregated from other assets of the Trustees, if any.

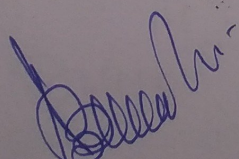

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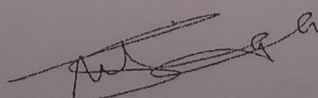


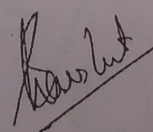
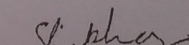




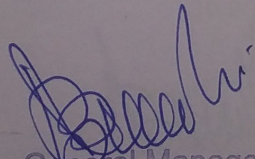
- 15.4. To buy, sell, mortgage, grant, lease, hire or otherwise alienate all or any of the properties of the Trust at the discretion of the Trustees for adequate consideration. Any sale or alienation of immovable properties of the Trust can be done only after obtaining the prior approval of the concerned authority, if required.
- 15.5. To execute power of attorney or powers of attorney to any person for the purpose of executing, administering or managing the whole or any part of the Trust for the purpose of all or some of the objects of the Trust.
- 15.6. To receive, collect and enforce recovery of all monies due or payable to the Trust and grant receipts and discharges thereof.
- 15.7. To pay all charges, impositions and other outgoings payable in respect of the Trust Properties and also to pay all expenses and cost incidental to the administration and management of the Trust Properties.
- 15.8. To file suit on behalf of the Trust for disputes touching the Trust Properties and to compromise and compound all actions, suits and other proceedings and to do such things as are incidental and necessary, concerning the affairs of the Trust and to sign and verify vakalatnamas, pleadings and affidavits, sign the papers related to legal cases, attend to courts or represent the Trust in Government offices.
- 15.9. To seek legal opinion of any professional such as Solicitors, Lawyers, Chartered Accountants or any other professional as and when required and to appoint secretaries, managers or other employees for the purpose of management and supervision of the Trust Properties, for collection of rents, effects and profits, for keeping the accounts and records and to settle the terms of their service, remuneration and termination.
- 15.10. The Trustees shall if the situation so requires be entitled in their discretion to borrow moneys upon such terms, conditions and securities as the Trustees in their discretion deem fit and proper from time to time and to pledge or hypothecate the Trust Properties comprised in these presents as security for repayment of the loans borrowed for meeting the Objects and purposes of the Trust.
- 15.11. To determine from time to time to commence and to take up the Objects and purposes for which the Trust Properties shall be used and allot and allocate to each of the Objects such portion of the Trust Property as they deem fit.
- 15.12. The Trustees may devise the immovable property or properties for the time being and from time to time belonging to the Trust either from year to year or for any fixed term or for any term of years or on monthly tenancies at such rent and subject to such covenants and conditions as they may think proper and also accept surrenders of lease and tenancies and generally manage the same in such manner as they think proper.
- 15.13. To give grants or aid to individuals or organization or other charitable trusts/societies which can help further to achieve the Objects of the Trust.

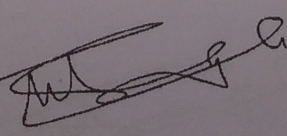

General Manager
Lucknow Public School
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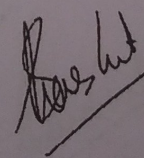


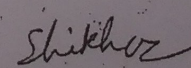
 

- (32)
- 15.14. To receive voluntary contributions from any person or persons from India or outside, after complying with the statutory formalities, by way of donation, gifts or in any other manner and to hold the same upon Trust for the objects set forth herein.
- 15.15. To appoint, suspend, dismiss or otherwise deal with the staff required for the administration of the Trust, to frame rules relating to their salaries and other benefits and generally to exercise all powers ancillary and incidental to effectively carry out the objects of the Trust.
- 15.16. The Trustees may from time to time frame, make and enforce all such rules, regulations and /or bye-laws consistent with the express provisions of this Trust Deed as the Trustees may deem fit and proper for securing and facilitating the administration and management relating to the activities and affairs of the Trust, and for convening, conducting and regulating the meeting of the Trustees and for appointing committees and subcommittees. The Trustees from time to time may repeal, alter, amend, rescind or add to all such rules, regulations and bye-laws.
- 15.17. No Trustee shall commit any act or breach of Trust or cause any loss to the Trust property or commit fraud in the administration of the Trust Property.
- 15.18. The Trustees shall maintain the records of the Trust, prepare and circulate agenda and minutes of Board of Trustees meeting for the approval of the Trustees.
- 15.19. The Trustees shall also be responsible for the day to day administration and activities of the Trust. They shall deal with correspondence received by the Trust, send replies and shall be responsible for the safe custody of all the properties and records of the Trust.
- 15.20. The Trustees shall assist in preparing Annual Budget, monthly and yearly expenditure statements, get the expenditure audited by auditor duly appointed by the Trustees.
- 15.21. The Trustees are responsible to appoint cashiers and other persons to maintain cash book and prepare vouchers for the payments made, receive contributions, sign acknowledgements for the amounts or articles received by the Trust and prepare monthly and yearly statements of revenue and expenditure, as well as, the register of assets of the Trust.
- 15.22. The Trustees will be entitled to invest all moneys liable and authorized in any of the modes of investments authorized by the Income Tax Act, 1961. More precisely, the funds available with Trust shall preferably be invested in the modes specified under the provisions of section 11(5) read with section 13(1)(d) of the Income Tax Act, 1961 as amended from time to time.
- 15.23. All deeds and documents, including bank documents, cheques, acknowledgements for the contributions received, and agreements with individuals, Government Institutions and other organizations etc. shall be executed by the Managing Trustee or by any other Trustee if so authorized by the Board of Trustees.


General Manager
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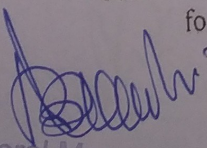


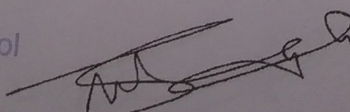
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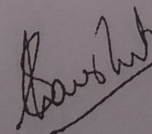
- 15.24. The Trustees are authorized to enter into a partnership on behalf of the Trust with any other party or parties.
- 15.25. The trustees are authorized to collect any fees or charges for carrying out the objects of the Trust, but such collections shall strictly be utilized for attaining the objectives of Trust only.
- 15.26. The Board of Trustees may delegate any of its functions or powers to one or more Trustees from time to time and such Trustee shall act within the scope of power delegated to him/her.
- 15.27. The Board of Trustees shall determine and settle all matters of interpretation of these presents as well as matters of difficulty, doubt, ambiguity and all questions arising in the course of or incidental to the administration, management and execution of the trust and power of these presents and such settlement, determination by majority (although the question involved may not have actually arisen) shall be binding, valid and conclusive and shall not be reopened or objected to on any ground whatsoever.

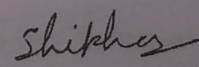
16. POWER TO APPOINT COMMITTEES

- 16.1. The Board of Trustees may form a Committee or Committees or Sub-Committees of any person or persons belonging to any particular school, institution or area to fulfil or to achieve the objectives of the Trust as and when required and delegate certain duties and functions. Every Committee so formed shall carry out the directions that may be given to it from time to time by the Trustees.
- 16.2. The Trustees shall have power to revoke, dissolve and discharge such Committee(s) either wholly or in part and either as to persons or purposes as the Trustees may deem fit.
- 16.3. The Board of Trustees shall be guided by the Committee. However, the decision of the Board of Trustees shall be final and binding.
- 16.4. The Board of Trustees may form a separate Committee for each school or institution that is operating under the Trust which may comprise of the following members:
- 16.4.1. All the members of the Board of Trustees
- 16.4.2. Principal of school/institution to be appointed on the Committee on three-year rotational basis and being eligible for re-appointment.
- 16.4.3. Other persons selected by the Trustees who may or may not be involved in the management of the school/institution to be appointed on the Committee on three-year rotational basis and eligible for re-appointment.
- 16.5. The Trustees may form Sub-Committees under a Committee to carry out such functions and duties as delegated to the Sub-Committees.
- 16.6. Trustees may change the members and composition of the Committee as they deem fit for proper administration of Trust.


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17. **INVESTMENT OF THE TRUST PROPERTIES**

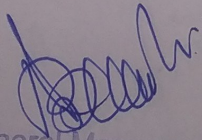
- 17.1. The Trust Properties shall be invested in the modes specified under the provisions of section 13 (1) (d) read with Section 11(5) of the Income Tax act 1961 as amended from time to time.

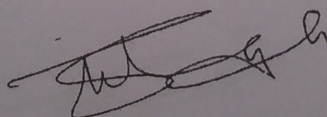
18. **TRUSTEES MAY APPOINT INVESTMENT ADVISORS**

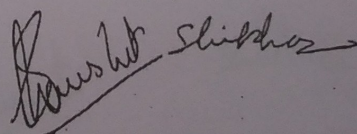
- 18.1. The Trustees may appoint any professional investment advisor to guide them and take care of the investment decisions of the Trust.

19. **MEETING AND DECISION MAKING OF THE BOARD OF TRUSTEES**

- 19.1. Regular meetings of the Trustees shall be convened by the Board of Trustees on such dates and at such times and places as set by the Board of Trustees. The Trustees should meet at least twice in every calendar year and may meet more often when required.
- 19.2. At least five clear days written notice (or such shorter notice if agreed by the Board of Trustees), by letters, email, SMS, facsimile transmission or other digital communication mode, shall be given to the other Trustee or Trustees as to the place, hour and day of the meeting and of the nature of the business to be transacted thereat.
- 19.3. At least two Trustees including the Managing Trustee shall be present to form a quorum for the meeting. In the absence of a quorum at the time and place set for a meeting of the board, the trustees present may adjourn the meeting from time to time until a quorum is present. However, if the Managing Trustee is not able to be present for the meeting, then his approval would be required for conducting the meeting without him and he shall communicate the same in writing to the other Trustees.
- 19.4. The Managing Trustee shall be the Chair Trustee and shall preside over the meetings of the Trust. The Managing Trustee shall be present for all the meetings and if for any valid reason such as ill health, other preoccupations, travel etc. communicated by the Managing Trustee to other Trustees, the Managing Trustee is not able to be present, then the Managing Trustee may designate any other Trustee to act as the Chair Trustee and on his failure to designate, the Trustees attending such meeting may elect any one of them to preside over the meeting.
- 19.5. All matters shall be decided by a majority vote of the trustees present at a meeting at which a quorum is present. In case of equality of votes, the Chair Trustee shall exercise casting vote (additional vote).
- 19.6. Any one or more of the Trustees may participate in a meeting of the board by means of conference telephone, videoconference, or other communications equipment as long as all persons participating in the meeting can hear each other at the same time. Participation by such means shall be deemed presence of trustees in person at the meeting.


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19.7. Any Trustee may with the permission of other Trustees, invite the Committee members and other persons interested in the objects and functioning of the Trust to attend such meeting, but they shall not be entitled to vote.

19.8. Any one Trustee may convene a meeting of the Trustees for the transaction of any particular business or any business may be disposed of by a circular instead of at a meeting unless the other Trustee thinks otherwise. A resolution in writing circulated among the Trustees and signed by them shall be as valid and effectual as if it had been duly passed at a meeting of the Trustees duly called and convened.

19.9. A minute book shall be kept for this Trust which will consist of a clear report of the proceedings of the meetings of the Board of Trustees. All the reports of the proceedings in the meeting shall be read over to the Board of Trustees at the next meeting and when confirmed shall be signed by the Chairman of such meeting. All the resolution and the consents thereto shall be filed with the minutes of the Board.

20. BANK AND OTHER ACCOUNT(S)

20.1. The Managing Trustee along with one more Trustee shall open and operate the bank account(s), demat account(s) or other accounts to be operated either singly or jointly. The Managing Trustee shall be appointed as one of the authorised signatories. In absence of Managing Trustee, any of the other Trustee may be authorized by a resolution, to open and operate the bank accounts. All income, subscription and pecuniary donations for the general purposes of the Trust and the income, investments and all other moneys from time to time forming part of the general revenue of the Trust shall on the same being received be paid into a bank account for meeting the objects of the Trust.

21. ACCOUNTS AND AUDIT

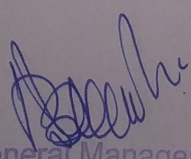
21.1. The financial year of the Trust shall be from 1st April to 31st March of the following year, unless otherwise decided by the Trustees.

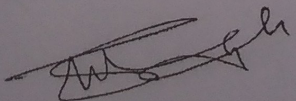
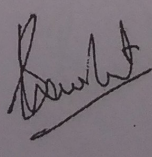
21.2. The Trustees shall maintain true and correct accounts of all the Trust properties, monies, record of receipts, disbursements, the income and investments and all the outgoing expenses and other financial transactions of the Trust.

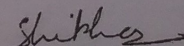
21.3. The accounts of the Trust shall be annually audited by a Chartered Accountant appointed by the Trustees and the audited statement of account shall be laid before the Board of Trustees for approval.

22. AREA OF OPERATION

22.1. The trust shall have the discretion to open its Branches all over India and outside India if required.


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23. COMPENSATION AND REIMBURSEMENT OF TRUSTEES

- 23.1. By mutual consent of the Board of Trustees, a Trustee can be entitled to be paid reasonable compensation (not being more than the fair market value) as decided mutually for services rendered, time invested, and skills provided in the administration of the Trust. The Trustees shall be entitled to reimburse themselves for expenses incurred by them in the course of discharging the functions of the Trust first out of the income and then out of the capital.

24. AMENDMENTS

- 24.1. While this Trust shall be irrevocable, the Board of Trustees may amend any of the clauses of this Trust. Any amendment to this Deed shall always be in accordance with Objects of the Settlor as set forth in the Trust Deed and thereby only be for the benefit of the Beneficiaries. In exercising these powers, the Trustees shall observe the general fiduciary duties of loyalty, good faith, fairness and due care.
- 24.2. If any alteration or amendment is necessary, the same shall be affected through supplementary or amendment deed(s) with the previous approval of the concerned authority and these shall be read together with the main Trust deed.
- 24.3. No amendment to the Trust Deed, byelaws, rules and regulations, shall be made which may prove to be repugnant to the provisions of section 2 (15) 11, 12, 13 and 80 G of the Income Tax Act 1961 as amended from time to time.

25. INDEMNITY

- 25.1. Every Trustee shall be indemnified out of the Trust Fund in respect of any loss arising from or contingent upon any investment made out of the monies of the Trust unless such loss shall have been occasioned by their own negligence or fraud and also every Trustee shall be indemnified out of the Trust Fund against all proceedings, suits, claims, costs, damages and expenses occasioned by any claim in connection with the matters or affairs relating to the Trust created by these presents or in the exercise of powers or discretion vested in them by virtue of these presents.
- 25.2. No trustee shall be responsible or liable for any loss or any act of omission or commission by his constituted attorney or agent or employees or other Trustees unless occasioned by his wilful negligence or default.
- 25.3. The Trustees shall not be liable for any reasonable acts undertaken by the Trustees in accordance with the Trust Deed with due care and caution, bonafide and with due diligence expected by a Trustee. All acts done by the Trustees in accordance with the provisions of this Trust Deed and the provisions of the law will be binding on all the parties and the Beneficiaries.
- 25.4. The Trustees may instead of acting personally, employ and pay any agency whether an Investment Advisor, Broker, Depository Participant, Custodian, Solicitor, Banker, Stock-Broker, Chartered Accountant, Real Estate Advisor (for managing and administering all the activities relating to real estate) or other person to transact any

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business or do any act required to be transacted or done in the execution of the Trusts hereof including the receipt and payment of money and shall be entitled to be allowed and paid all charges and expenses so incurred and shall not be responsible for the default of any such agent or advisor employed in good faith.

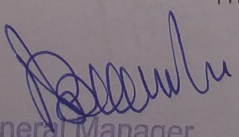
- 25.5. The decisions taken and acts done by the Trustees in all matters arising under these presents and taken and done, shall not be liable to be called into question or challenged in any manner whatsoever. No Trustee shall be liable for any loss to the Trust Fund arising by the negligence or fraud of any agent employed by it or by any other Trustee hereof, although the employment of such agent was not strictly necessary or expedient or by reason of any mistake or omission made in good faith by any Trustees hereof.
- 25.6. The Trustees shall only have authority over such monies, stocks, funds, securities or any other property which the Trustees shall have actually received and shall not be liable or responsible for any investment advisors, stock brokers, banker, broker, depository participant, custodian or other person appointed, in whose hands the same may be deposited or placed nor for the deficiency or insufficiency in the value of any investments of the Trust Fund nor otherwise for any involuntary loss.
- 25.7. The Trustees shall be absolutely protected from liability in acting or relying upon written instructions, upon legal or other expert advice or in respect of any loss to the Trust Fund that results directly or indirectly from any investment, purchase, sale or transfer effected by the portfolio manager/investment advisors/stock brokers/depository participants and the Trustees shall be indemnified against all and any costs, expenses or damages resulting to them from acting upon written instructions, such other advisor aforesaid or the acts or omissions of the portfolio manager/investment advisor/stock broker/depository participant/other service providers.

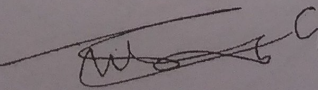
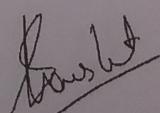
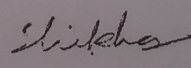
26. SETTLOR, TRUSTEES AND THEIR RELATIVES

- 26.1. Notwithstanding the powers vested with the Trustees, no part of the income of the Trust shall benefit directly or indirectly the Trustees and no part of the income of the Trust Property shall be used or applied directly or indirectly for the benefit of Settlor, Trustees or any person who makes a substantial contribution to the Trust or for benefit of any immediate relative of the Settlor and Trustees or any "related concern" in which any of the above persons has substantial interest.
- 26.2. For the purpose of this clause, the word "relative" and the phrases "related concern", "substantial interest" and "substantial contribution" shall have the meanings assigned to them in the Income Tax Act, 1961.

27. APPLICATION OF INCOME TAX ACT

- 27.1. All clauses herein are intended to secure exemption from Income Tax on the income of contributions and donations to the Trust and any clause or portion of this Deed of Trust which is inconsistent with or repugnant to the provisions of the Income Tax Act,


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Aseni Mod, Barabanki

  
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1961 as amended, substituted or modified from time to time, shall be deemed to be deleted or amended or modified with effect from the date on which the sections to which the clause or part of a clause is repugnant or inconsistent comes into force.

28. APPLICATION OF INCOME AND CORPUS OF TRUST FUND

- 28.1. The Trustees shall have the power to determine in case of doubt whether any money or property shall for the purpose of the charity be considered as capital or income and whether out of income or capital any expenses or outgoings ought to be paid or borne and every such determination shall be binding and conclusive provided that nothing contained shall be deemed to authorize the Trustees to spend the income or the corpus of the Trust for any purpose not authorized by these presents.

29. THIS TRUST IS DECLARED IRREVOCABLE

- 29.1. The Trust is irrevocable public registered Trust. The property of the Trust shall in no case revert to the Settlor or his descendants and family members.

30. AMALGAMATION

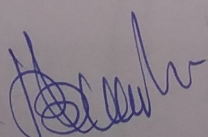
- 30.1. The Trustees may amalgamate the trust with another Charitable Trust, Charitable Society or any other Charitable organization or institution or any other Corporate or Institution having similar objects with prior permission of the Registrar/Court/any other concerned Authority as may be applicable for the time being.

31. DISSOLUTION

- 31.1. In case of failure of the Trust for want of its Objects, Trust having become impossible of performance or on dissolution of the Trust for any other reasons the Trustees shall move the concerned Authority for applying the remaining Trust Property for similar Objects or transferring the Trust Property to some other similar Trust / Society/ Organization whose objects are similar to those of this Trust. In the event of dissolution or winding up of the Trust, the assets remaining as on date of dissolution shall under no circumstances be conveyed or distributed among the trustees/members of the Trust, or any other private individual, nor to any organisation created or operated for profit.

32. PROPER LAW AND FORUM FOR ADMINISTRATION

- 32.1. This Deed shall be interpreted under the laws of Republic of India. The Courts of Lucknow, Uttar Pradesh, India shall be the forum for the administration of this Trust and any disputes arising from this Deed would be subject to the exclusive jurisdiction of the courts of Lucknow, Uttar Pradesh.


General Manager
Lucknow Public School
Aseni Mod, Barabanki

33. MISCELLANEOUS

- 33.1. Dispute Resolution: In the event of disputes, differences, claims and questions between the Parties arising out of this Deed or in any way relating hereto or any term, condition or provision herein mentioned or the construction or interpretation thereof or otherwise in relation hereto, the Parties shall first endeavor to settle such differences, disputes, claims or questions by mutual understanding. If the Parties are unable to reach a consensus, then the dispute shall be settled by final and binding litigation. Venue for all disputes shall be the court of competent jurisdiction of Lucknow, Uttar Pradesh, India.
- 33.2. Severability Clause: If any Clause or any part of this Deed is or are declared to be ineffective, unenforceable, inoperative or void, the same shall not affect the validity of the remaining Clauses of this Deed.
- 33.3. Counterparts: This Deed may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument, provided that each such counterpart shall be executed by the Parties.
- 33.4. Anyone may rely upon a copy of this Deed certified by a notary public to be a true copy of this Trust Deed (and of any writings endorsed or attached to it) as if it were the original.
- 33.5. These presents would normally be held in safe custody of the Trustees. The Trustees may keep them in safe custody as they may deem fit. The Trustees are empowered to disclose the Trust Deed and the affairs of the Trust determining that such disclosure is necessary for the performance of the Trust and/or the Trustees or as required to be done under the law. The Trustees are empowered to provide certified copies of the same subject to the satisfaction of the Trustees to do so. The Trustees are entitled to recover reasonable cost for reproduction, transcription and copying thereof.

IN WITNESS WHEREOF the Parties hereto have caused this Deed to be executed on this day and year first herein above written.

SIGNED AND DELIVERED

By the within named in his capacity as Settlor

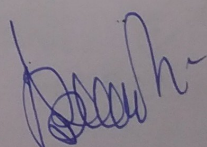
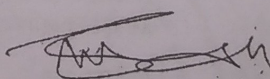
Mr. Shiv Pal Singh

(PAN: ACQPS1931C)

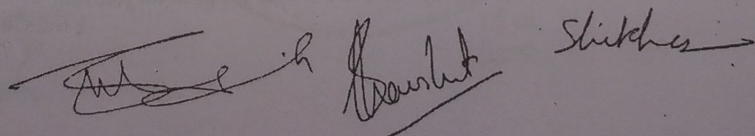
(Aadhar: 9223 1667 1979)

SIGNED AND DELIVERED

By the within named in its capacity as Trustees



General Manager
Lucknow Public School
Asari Mod, Bareilly



बही सं०: 4

रजिस्ट्रेशन सं०: 21

वर्ष: 2020

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

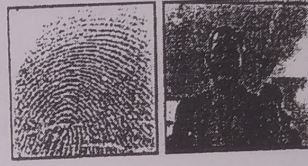
न्यासी: 1

श्री शिवपाल सिंह, पुत्र श्री स्व० राम लाल सिंह

निवासी: 28, बजरंग नगर, निकट बी०एस०एन०एल० टेलीफोन
एक्सचेंज, कृष्णा नगर, मानस नगर, लखनऊ, उ०प्र०-226023

व्यवसाय: व्यापार

न्यासी: 2

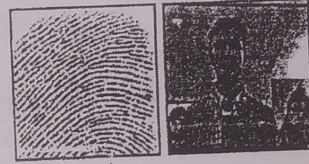


श्री हर्षित सिंह, पुत्र श्री शिव पाल सिंह

निवासी: 28, बजरंग नगर, निकट बी०एस०एन०एल० टेलीफोन
एक्सचेंज, कृष्णा नगर, मानस नगर, लखनऊ, उ०प्र०-226023

व्यवसाय: व्यापार

न्यासी: 3



श्री शिखर पाल सिंह, पुत्र श्री शिव पाल सिंह

निवासी: 28, बजरंग नगर, निकट बी०एस०एन०एल० टेलीफोन
एक्सचेंज, कृष्णा नगर, मानस नगर, लखनऊ, उ०प्र०-226023

व्यवसाय: अन्य



ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता: 1

श्री प्रवीन कुमार साह, पुत्र श्री नाथ राम

निवासी: वी एल 104 विष्णु लोक कालोनी, कुमभूर रोड, निकट
रेड रोड स्कूल, मानस नगर, लखनऊ।

व्यवसाय: अन्य

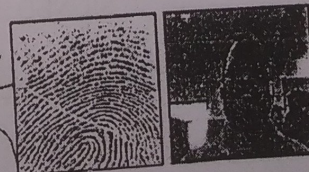
पहचानकर्ता: 2



श्री राम आधार सिंह, पुत्र श्री नाथ लाल केवटी

निवासी: माधवगंज, हरदोई, उ०प्र०-241302

व्यवसाय: अन्य



ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिए गए हैं।

टिप्पणी:

रजिस्ट्रेशन अधिकारी के हस्ताक्षर

श्रीमती कंचन मिश्रा

Mr. Shiv Pal Singh

(PAN: ACQPS1931C)

(Aadhar: 9223 1667 1979)

Mr. Harshit Singh

(PAN: ESMPS6072L)

(Aadhar: 9879 4315 3792)

Mr. Shikhar Pal Singh

(PAN: JSJPS4813M)

(Aadhar: 8861 6010 4306)

In the presence of (Name & Signature of the
Witness)

1.

NAME :- PRAVEEN KUMAR SAHU

Aadhar :-

S/O :- NATHU RAM

R/O :- VL 104 VISHNU LOK COL.

Aadhar : KANPUR ROAD, NEAR RED ROSE

SCHOOL, MANAS NAGAR, LUCKNOW

U.P. - 226023



2. NAME :- RAMADHAR SINGH

S/O :- NATHU LAL, KEWTI

R/O :- MADHAV GANJ, HARDOI

U.P. 241302.

HASEEN ABB

CANV

CIVIL COURT L

MO. NO1-9839233E

Page | 20

General Manager
Lucknow Public School
Aseni Mod, Barabanki

आवेदन सं०: 202000821001478

बही संख्या 4 जिल्द संख्या 513 के पृष्ठ 227 से 266 तक क्रमांक 21 पर
दिनांक 09/01/2020 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्त

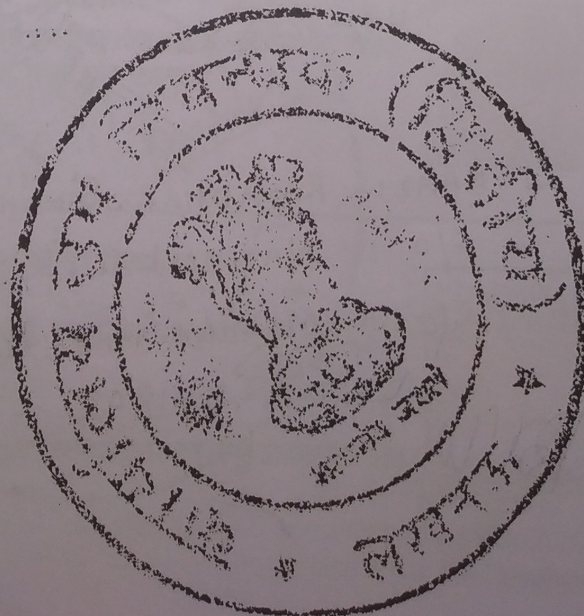
श्रीमती कंचन मिश्रा

उप निबंधक : सदर द्वितीय

लखनऊ

09/01/2020

प्रिंट करें





Government of Uttar Pradesh

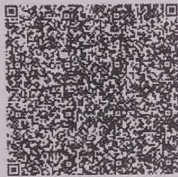
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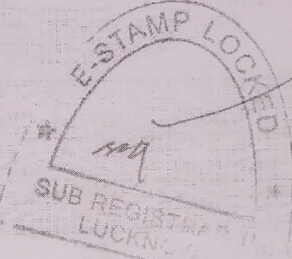
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Certificate No. : IN-UP10087673391045W
Certificate Issued Date : 29-Mar-2024 03:46 PM
Account Reference : NEWIMPACC (SV)/ up14351804/ LUCKNOW SADAR/ UP-LKN
Unique Doc. Reference : SUBIN-UPUP1435180416273711985032W
Purchased by : LUCKNOW PUBLIC CHARITABLE TRUST
Description of Document : Article 64 (A) Trust - Declaration of
Property Description : FOR TRUST DECLARATION DEED
Consideration Price (Rs.) :
First Party : LUCKNOW PUBLIC CHARITABLE TRUST
Second Party : Not Applicable
Stamp Duty Paid By : LUCKNOW PUBLIC CHARITABLE TRUST
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)

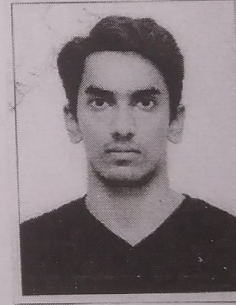
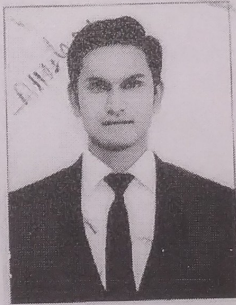
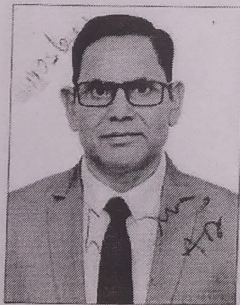
14679



सत्यमेव जयते



Please w



[Signature]

[Signature]

[Signature]



[Signature]

General Manager

Lucknow Public Charitable Trust

Statutory Alert:

- The authenticity of this Stamp certificate should be verified at www.stockholding.com or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
- The onus of checking the legitimacy is on the users of the certificate.
- In case of any discrepancy please inform the Competent Authority.