

हरियाणा HARYANA

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## TRUST DEED

THIS DEED OF TRUST is executed on this 6th day of November, 2012 at Gurgaon.

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BETWEEN Unitech Limited, a company incorporated under the laws of India having its registered office at 6, Community Centre, Saket, New Delhi-110017 through its Representative Mr. Ajay Kapoor S/o Shri Manohar Lal Kapur, R/o Madhuban, House No. 850-B, Block-A, Sushant Lok-I, Sector-28, Gurgaon-122001 and duly authorised pursuant to a resolution of Committee of Directors of the Company dated 19-10-2012 hereinafter called the "Settlor" (which expression shall unless excluded by or repugnant to the context be deemed to include its, successors in interest, administrators and representatives) of the First Part

#### IN FAVOUR OF

Mr. Prakash Ahuja, S/o Mr. Kewal Ram Ahuja, R/o H.No.P- 63, South City, Tehsil Gurgaon, Distt. Gurgaon, Haryana

2. Dr. Dcepak Bajaj, S/o Mr. Ghanshyam Das Bajaj R/o Apartment No. 101, Tower B-5, The World Spa - West Sector 30/41, Gurgaon,, Haryana, India

(Hereinaster called "The Trustees" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include the survivors or survivor of them and their successors, executors and administrators of the last surviving trustee, their or his assignees) of the other part;

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दिनाँक 06/11/2012

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TRUST

तहसील/सब-तहसील गुडगांवा

गांव/शहर

हुडुडा के संक्टर

घन सबंधी विवरण

स्टाम्प डयूटी की राशि 300.00 रुपये

रि:स्ट्रेशन फीस की राशि 50.00 रुपये

पेस्टिंग शुल्क 2.00 रूपये

Drafted By: Mahender Singh Adv.

यह प्रलेख आज दिनाँक 06/11/2012 दिन मंगलवार समय 11:24:00AM बजे श्री/श्रीमती/कुमारी Unitech Ltd. पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी H No. 850-B Block-A Sushant Lok-I Gurgaon द्वारा पॅजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तिकर्ता

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डप/सर्युक्त पॅजीयन अधिकारी गुडगांवा

उपरोक्त न्यासकतां व श्री/श्रीमती/कुमारी Prakash Ahuja न्यासी हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनो पक्षों ने सुनकर तथा समझकर स्वीकार किया। दोनो पक्षों की पहचान श्री/श्रीमती/कुमारी Kartik Sharma पुत्र/पुत्री/पत्नी श्री Yashpai Sharma निवासी 334/4 Ward No4 Mehrauli Delhi व श्री/श्रीमती/कुमारी Sapna Bhutani Dhamija पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Suil Dhamija निवासी H No 68-A Sec-7-A FBD ने की। साक्षी न: 1 की हम नम्बरवार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी न: 2 की पहचान करता है।

दिनाँक 06/11/2012

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WHEREAS the Settlor is possessed with a sum of Rs. 10,000/- (Rs. Ten Thousand Only) and is desirous of creating an Educational Trust in the name and style of Uniworld Foundation for the benefit of humanity at large.

AND WHEREAS the Settlor is desirous of settling the sum of Rs. 10,000/- (Rs. Ten Thousand Only) for the purpose of establishing an educational institute in the name and style of Uniworld Foundation and subject to such further terms and conditions as prescribed herein.

AND WHEREAS each of the Trustees above named has individually and jointly agreed to accept the office of Trustee of the Trust created under this Deed for the purpose of fulfilling the wishes of the Settlor.

AND WHEREAS the trust is hereby expressly declared to be a public charitable trust and all the provisions of this deed are to be constituted accordingly.

## **MOW THIS INDENTURE WITNESSTH AS FOLLOWS:**

## 1. SETTLEMENT

The Settlor, does hereby settle the sum of Rs.10,000/- (Rs. Ten Thousand only) in Trust, with the name and for the objects hereinafter stated, by delivering the said amount in cash to the Trustees as corpus of the Trust, the receipt of which they do hereby acknowledge, and agree to hold the same in and to be used by the Trustees with the powers and obligations as provided hereinafter.

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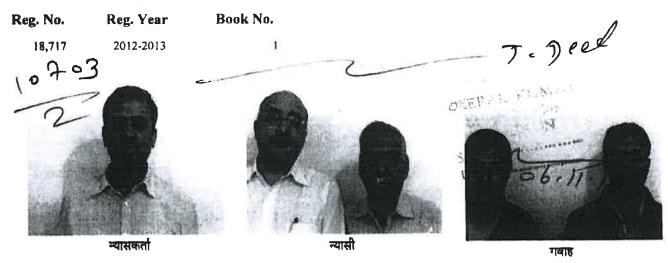
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न्यासी	Prakash Ahuja	Allery
न्यासी	Dr. Deepak Bajaj	Pajaj
गरगह	Kartik Sharma	
गवाह	Sapna Bhutani Dhamija	Jan Phulam

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Uniworld City, Nallambakkam,
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# 2. NAME

The name of the Trust shall be "UNIWORLD FOUNDATION TRUST".

## 3. <u>PLACE</u>

The principal/Registered office of the Trust shall be situated at H.No.P- 63, South City, Tehsil Gurgaon, Distt. Gurgaon, Haryana 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. QBJECTS

#### A. Main Objects

To establish, develop, maintain schools, colleges, universities, libraries, reading rooms, laboratories, research and other institutions of the like nature in India for the use of the students and the staff and also for the development and advancement of education and diffusion of knowledge amongst the public in general and to grant aid or other financial assistance to any kind of educational pursuits.

To establish, maintain and run scholarships and render other kind of aid to students including supply of books, stipends, medals and other incentives to study without any

distinction as to caste, color, race, creed or sex.

To under take, organize, conduct and facilitate, Courses, conference, lecture, research and education on various aspects and of science, technology, society and other fields.

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1.Deel प्रमाणित किया जाता है कि यह प्रलेख कमांक 18,717 आज दिनाँक 06/11/2012 को यही नु ा जिल्द नः 13,018 के पुष्ठ तः 65 पर पँजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द नः 2,490 के

पृष्ठ संस्था 15 से 16 पर विपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुवृक्ति और गवाहो ने अपने हस्ताक्षर/निराान अंगुठा मेरे सामने किये है।

दिनाँक 06/11/2012

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- 4) To arrange / establish and maintain centers of adult education, vocational education technical training, low cost education, formal & non-formal education.
- To issue appeals to raise funds and accept gifts, donations, subscriptions in cash or in kind and any property either movable or immovable for the achievement of the objective of the Trust.
- To acquire, purchase or otherwise own or undertake on loan or lease or hire temporarily or permanently, movable or immovable property necessary or convenient for the furtherance of the objects of the Trust.
- 7) To organize and take-up Health, Educational and Welfare programs for needy & poor Women & Children.
- 8) To promote traditional games along with the contemporary sports among youth & others. '
- 9) 🕻 To celebrate annual day of the Trust every year as cultural & social event.
- To establish an award for the deserving people in the field of Music, Art, grass root level social service, communal harmony, brotherhood and peace.
- To spread the teachings & thoughts of great leaders, philosophers, thinkers, reformers and saints.
- To disseminate education by way of electronic media, e-class(es), e-magazine, internet or other advanced means available in the market.
- To print, publish, purchase, sell, circulate, distribute or exhibit either free or for a price: books, periodicals, journals, booklets, bulletins, calendars, message-cards, other literature, films, documentaries, records, paintings and photographs which will assist or promote the objects of the Trust.
- 14) To grant aid or render assistance to other public charitable trusts or institutions.
- 15) Trust shall be free to recover charges from persons availing of the benefits/ services to meet the expenses incurred in running and maintain and other incidental charges.
- 16) Trust can take on lease and sub-lease the immovable properties on long term basis which may exceed upto 99 years.

## B. Other objects of general public utility -

- 1) To acquire property for the sole use for public good by making it available for public purposes as for example, housing a library, hostel, canteen, playground 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.
- 2) To undertake any other activity incidental to the above activities but which are not inconsistent with the above objects.

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

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- 3) To construct the building or get it constructed as per the provisions of law, and run the school themselves or have it run through other trusts, society, person, institution etc by giving management contract, or giving properties on lease or sub-lease or outright transfer or in manner and terms and conditions which seems appropriate to the Trustees.
- 4) To do business only if it is incidental to attainment of the main object of the Trust and within the parameters as lay down in the Income Tax Act, 1961.

#### 5. <u>FUNDS</u>

The trust fund shall not be applied for any purpose other than those specified in the object clause at Para 4. The Trustees may accept donations, grants, subscriptions, aids or contributions from any person, body corporate, association of persons, trust, Government, local authorities or any other charitable institutions etc., whether in India or abroad, in cash or in kind including immovable property without any encumbrance, to be applied for the object of the Trust but the Trustees shall not accept any such donations, grants, subscriptions, aids or contributions with any condition or terms inconsistent with the objects of the Trusts. While applying such donations, grants, subscriptions, aids or contributions to the objects, the Trustees shall respect the directions, if any, by the granter. Any such donations, grants, subscriptions, aids or contributions with specific direction to treat the same as part of the corpus of the Trust or as a separate fund shall be treated accordingly.

In case of receipt of foreign donations, permission from the Ministry of Home Affairs or any other appropriate authority will have to be obtained, whenever necessary.

The trust can raise money by way of all permissible means including term loans, bank overdraft, promissory note etc with or without mortgage or charge on moveable or immovable property of the Trust.

#### 6. INVESTMENTS

- 1) All monies, which, from time to time, are not required for immediate needs, may be invested by the Trustees in eligible securities and investments, or in banks as the Trustees may think deem fit. Such investments shall be in the name of the Trust.
- 2) That the Trustees shall invest the trust fund or carry on any business with the trust fund for furthering the income of the Trust and/or to enter into partnership on behalf of the trust, as they may deem fit.
- 3) That the trustees shall manage the trust fund and investments thereof as a prudent man would do the same. They shall recover all outstanding and meet all recurring and other expenses incurred in the upkeep or management thereof.
- 4) That the trustees shall receive and hold the income of the trust on behalf of and for the benefit of the beneficiaries under the trust.
- 5) The Trust shall be invested and keep invested and deal with the fund in accordance with the provisions of the Income Tax Act, 1961.

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and represent the Trust or any Estate of the Trust before any Authorities or courts in connection with any disputes or matters arising under any Act or otherwise at all stages or in respect of any dispute arising between the owners of the Estate or concern in which the Trustees or the beneficiaries may at any time be interested.

15) The Trustees shall have the power to make applications and represent the Trust before relevant authorities for seeking necessary benefits, exemptions, concessions, remissions, rebates as may be available to the trusts/societies/organizations having

similar purpose.

16) To make applications with appropriate authorities and to seek necessary permission, registration with various authorities in order to comply with statutory and legal provisions for receiving any donations, grants, subscriptions, aids, contributions whether in cash or in kind, whether movable or immovable, in the most fiscally efficient manner.

17) The Trustee shall have powers to negotiate and to sign and execute all contracts, agreements and other documents and papers relating to all Government, Central or State, Quasi-Government, Public/Private in general and any other businesses entities/body corporate/trust/ societies to all business and transactions whatsoever

relating to the Trust and/or Trust Estate.

18) The Trustee shall have the power to appoint, dismiss, suspend 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.

19) To constitute such committee, body of persons and to appoint such independent persons

as may be required under law for achieving the objects of the Trust.

- 20) The Trust may set up a Committee / Board for the School functioning and operations. The Board shall be responsible for overall superintendence and control of the School including setting up of requisite committees, policies, rules and decisions pertaining to the functioning of the School.
- 21) The Board of Trustees under their supervision and control may dismiss any such committee/board or reconstitute the same to frame the constitution and regulate the procedures of such committee and delegate to them such powers as they may consider appropriate.

22) Trustees at their first meeting shall elect one of them as the Chairman of the Board of Trustees and another as the President of the Trust.

- 23) The Chairman of the Board of trustees shall preside in all the meetings of the Trustees. In the event of absence of the Chairman, the Trustees present at the meeting shall elect one of the Trustees present as the Chairman of the meeting.
- 24) To accept any gifts, donations or contributions in cash or in kind, whether movable or immovable from anyone for the objects of the trust;
- 25) To raise loans with or without security or to invite donations and financial help.
- 26) To acquire land or building on the lease or by way of purchase or otherwise.

27) To nominate their representatives for any of the aforesaid purposes.

28) To become Member of Association, Corporate Bodies, or Institution limited by guarantee, for achievement of objects.

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#### 7. POWER OF TRUSTEES

That the trustees shall have the following powers:

- 1) To manage all the assets and/or properties of the trust including the conduct of business;
- 2) To appoint employees and to settle the terms of their service, remuneration and termination;
- 3) To look into the management of the trust;
- 4) To invest the funds of the trust, in bank(s) or in the shares or securities or other movable and immovable properties;
- 5) To sell, alter, vary, transpose or otherwise dispose or alienate the trust properties or any investment representing the same for consideration and to reinvest the same;
- 6) To pledge or mortgage the trust properties for raising loans;
- 7) To open bank accounts in the name and on behalf of the trust and to operate the same;
- 8) To enter into a partnership on behalf of the trust with any other party or parties;
- 9) To pay all charges, impositions and other amounts payable in respect of the trust properties, any government dues and also to pay all costs incidental to the administration and management of the trust properties;
- 10) To hire agencies, consultants, professionals, lawyers, counsel, actuary, real estate agents, CA, Tax experts, etc for advising the Trustees in the management of the Trust and protecting the interest of the Trust.
- 11) To file suit on behalf of the trust and to refer all actions, proceedings and disputes touching the trust properties and to compromise and compound the suits filed;
- 12) To nominate a person to vote at any meeting of any Company or Corporation in respect of any shares, stock, debenture-stock or other securities for the time being belonging to the Trust whether solely or jointly with any other persons, Company or Corporation and for that purpose to execute any proxy in favour of any person, company or corporation.
- 13) The Trustees shall have full powers to apply for and accept and to make and sign applications to the appropriate Government Departments, Central or State or Local Authorities or other Competent Authorities for any licenses, permits, permissions or consents required by any Act of Parliament, Order, statutory by-laws or otherwise in connection with achieving the objects of the Trust, the preservation, management or improvement of the Trust property including the recovery of damages, mense profits and compensation with power to give receipts and full discharges thereof.
- 14) The Trustees shall have power to appear before all taxing authorities at all stages and in all Courts, original or Appellate, Tribunal and Offices, and to sign, file and verify statements, returns, to prefer appeals and to apply for reviews and revisions as and when necessary and to produce and explain books of accounts and other books, to furnish any particulars or explanations required of the beneficiary or the Trustees and to sign and file refund applications, Tax payment certificates or other certificates etc, in respect of the Trust Estate or any business, or concern of Trust and to pay all taxes and duties and to do and execute all other acts, deeds and things in connection therewith and generally to completely represent the Trust Estate before all Taxing Authorities, to file petitions from time to time, to apply for certified copies of orders and assessments and for inspections etc and also to appoint Counsels, Advocates, Pleaders and other legal practitioners and sign Retainers thereof. The Trustees shall have power to appear for

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## 14. MAINTAINING MINIMUM NUMBER OF TRUSTEES

If at any time the number of the trustees is less than two, the existing trustee shall appoint one or more trustees with the concurrence of the Settler.

#### 15. NEW TRUSTEE

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

### 16. BANKING ACCOUNT

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 banking account with any scheduled bank for the purpose of the Trust. The bank accounts shall be operated by two trustees as duly authorized or person nominated therefore by trustees.

#### 17. MEETINGS

The Trustees may from time to time frame rules for the conduct and regulations of the meetings of trustees. In the absence of such regulations:-

- (a) Two Trustees shall form a quorum for a meeting of the trustees.
- (b) All matters shall be decided by the Trustee by a simple majority.
- (c) Resolution passed without any meeting of the Trustees but by circulation thereof and evidenced in writing under the hands of more than half of the trustees shall be as valid and effectual as a resolution duly passed at a meeting of trustees.

## 18. ACCOUNTS AND AUDIT

The Trustee shall keep proper books of account of all the assets, liabilities and income and expenditure of the Trust and shall prepare an Income and Expenditure Account and Balance Sheet for every year as on the last day of March.

The accounts of every year shall be audited by a Chartered Accountant or a firm of Chartered Accountants who shall be appointed for that purpose by the Trustees and the audited accounts shall be placed at a meeting of the Trustees, which shall be held within 6 months from the end of financial year.

The accounting year of the Trust shall be the financial year ending on 31st March every

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Authorised Signatory

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29) The Trust shall be entitled to frame rules and regulations for the conduct of its business, the administration of the Trust, carrying out its objectives and facilities provided therein and to alter, amend and or any such rules and regulations from time to time as they may deem proper.

## 8. NUMBER OF TRUSTEES

- 1) The number of the trustees shall not be less than 2 (Two) but not more than 11 (Eleven).
- 2) The trustees shall have the power to increase the total number of trustees upto the maximum number stated above.

## 9. MAJORITY

All matters will be decided by Majority and in case of equal votes be settled by settler.

### 10. NOMINATION

Every trustee will be at liberty to nominate or appoint attorneys or agents and to delegate any of the duties and powers vested in him to such attorney or agent, and to remove such attorney or agent and reappoint other or others in his place.

### 11. ACCOUNTABILITY

The Trustees shall be accountable only for such moneys, stocks, shares and funds as shall actually come into their hands. 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 willful neglect or default.

## 12. RETIREMENT / RESIGN

Each Trustee shall hold its term for a period of 3 years from his appointment and shall compulsory retire after three years. However, the trustee shall be eligible for reappointment with the consent of settler.

Any of the trustees may resign on giving one month's notice in writing to the Board of Trustees and will be released subject to approval of Board of Trustees.

## 13. APPOINTMENT OF SUCCESSOR

If any trustee dies or retires or becomes incapable or unfit to act, the continuing or surviving trustee shall appoint a successor in the place of such trustee with the concurrence of the Settler.

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IN WITNESS WHEREOF, The Parties hereunto have signed and delivered the presents on the day and year first hereinabove written.

Advocate, Gurguon

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#### Trusfees:

Settlor

1. Mr. Prakash Ahuja S/o Mr. Kewal Ram Ahuja R/o H.No. 63, South City, Tehsil Gurgaon, Distt. Gurgaon, Haryana. (Passport No. G7394697).

2. Dr. Deepak Bajaj S/o Mr. Ghanshyam Das Bajaj R/o Apartment No. 101, Tower B-5, The World Spa - West Sector 30/41, Gurgaon, Haryana, India.

WITNESSES:

1. Mr. Kauch K Shaving Sto Shri . Josh pul strang RIU 333/4 word No-4 Melveral of Delly Gurgaon (Haryana)-122001 PAN-

2. Mrs. Safora Bhutani Dhami Ja 48/0 Shri. Sunid Dhami Ja RIO HIN 68 Sec 71 Foundabad Gurgaon (Haryana)-122001 PAN-

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LIGHTWORKERS ACADEMY Uniworld City, Nallambakkam, Chennai - 600 127

### 19. IRREVOCABILITY

The Trust and the Trust property shall be irrevocable for all times.

#### 20. AMALGAMATION

The trustees may amalgamate the trust with another Charitable Trust or Institution having similar objects with prior permission of the Charity Commissioner/Court/any other law as may be applicable for the time being.

To enter into arrangement/collaboration with other trust society or institution, company, any other corporate body for the purpose of achievement of objects.

## 21. WINDING UP

In the event of dissolution or winding up of the Trust the assets remaining as on the date of dissolution shall under no circumstances be distributed amongst the Trustees but the same shall be transferred to some other similar Trust/Organization whose objects are similar to those of this Trust with the permission of the Charity Commissioner / Court / any other law as may be applicable for the time being in force.

The Trustees will not be entitled to receive any remuneration, but the trustees may reimburse themselves all expenses actually incurred by them in connection with their duties relating thereto. The Trustees shall be indemnified against all losses and liabilities incurred by them in the execution of the Trust and shall have a lien over the funds and properties of the Trust for such indemnity.

#### 22. AMENDMENTS

The terms of Trust may be modified, amended or changed with the consent of majority of trustee at any time whonever trustees may think in the interest of trust.

The amendments if any made to the Trust Deed will not be extended to alter the basic character/object of the Trust.

## 23. <u>INDEMENITY OF TRUSTEES</u>

Trustee(s) shall be respectively chargeable only for such moneys, stocks, funds and securities as they respectively actually receive, and shall not be answerable for any banker or other person in whose hands any trust-property may be placed, nor for the insufficiency or deficiency of any stocks, funds or securities, nor otherwise for involuntary losses.

Trustee(s) shall also not be answerable for any act done on the advice or opinion given by the hired agencies, consultants, professionals, lawyers, counsel, actuary, real estate agents, CA, Tax experts, etc for advising the Trustees in the management of the Trust and protecting the interest of the Trust.

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IN WITNESS WHEREOF, The Parties hereunto have signed and delivered the presents on the day and year first hereinabove written.

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Advocate, Gurgana

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Regd. office -6, Community Centre,

Saket, New Delhi-110017

Settlor

Trusfees:

1. Mr. Prakash Ahuja S/o Mr. Kewal Ram Ahuja R/o H.No. 63, South City, Tehsil Gurgaon, Distt. Gurgaon, Haryana. (Passport No. G7394697).

2. Dr. Deepak Bajaj S/o Mr. Ghanshyam Das Bajaj R/o Apartment No. 101, Tower B-5. The World Spa - West Sector 30/41, Gurgaon,, Haryana, India.

WITNESSES:

1. Mr. Kouch K Showing S/o Shri. Josh perf strang R10 333/4 word No-4 Melvaul of Delly Gurgaon (Haryana)-122001 PAN-

2. Mrs. Salona Bhutani Dhami Ja 48/0 Shri. Synid DhamiJa RIO. H.N. 68 Sec 71 Feureblad Gurgaon (Haryana)-122001

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Book No. 2

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Date .....

Rs. Two Hundred only on account of Computer Service Charges for Haryana Registration Information System (HARIS) Project.

Type of Deeds	Service Charges (in Rs.) 200/-
Sale, Conveyance, Gift, exchange, secree or order of Court. Lease	
Surrender of Lease, Deed of divorce, Dead of Power, Marriage Registration. Other Conveyance. Deed of further charge. Transfer of Leased.	1

For Patrict It Society

District Information Technology Society (DITS) Mini Secretariat, Gurgaon (Haryana)

7966

Book No. 2

No.:

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Rs. Two Hundred only on account of Computer Service Charges for Haryana Registration Information System (HARIS) Project.

Type of Deeds	Service Charges (In Rs.)
Sale, Conveyance, Gift, exchange, decree or order of Court. Lease Surrender of Lease. Deed of divorce, Dead of Power, Marriage Registration. Other Conveyance. Deed of further charge. Transfer of Leased.	280/-

For District It Society Gurgaon

LIGHTWORKERS ACADEMY Uniworld City, Nallambakkam,

Chennai - 600 127

रिफस्टरी संख्या २ रसीद पुस्तक क

कार्यालय सब-रजिस्ट्रार

दस्तावेज पेश करने यों का नाम

दस्तावेज की तकलीक करने वाले का नाम और तकमील की तारीख

दस्तावेज पेश होने की तार्थ

दस्तावेज की किस्म औ मुआवजे की एकम

स्टाम्प मृत्य

प्राप्त हुए शुल्क, रजिस्ट्री शुल्क और नकल शुल्क की रकम का जोड़ और विवरण

शब्दो की संख्या

रजिस्टरी अधिकारी के इस्साक्षर