



द. नं. १४०/जा. १३/१/८८
विनोद कुमार गुप्ता
पुनर्वासि सुभाषाबाई
प्रेममय्या, पालीवारी सुरतना
स्थापक वेदर जा. नं. १/८२
श्री. *[Signature]*

विनोदमंडल गुप्ताबाई अग्रवाल.
अदवत, अग्रवाल शहर कालोली
२३२१.
श्री. अग्रवाल, अदवत.
Ratilal Jethalal

DEED OF TRUST

THIS DEED OF TRUST is made on this the 14th day of January,
One thousand Nine hundred and Ninety Eight between;

विनोद कुमार गुप्ता

(1) Shri Vinodkumar Agrawal S/o Shri Gulabchand Agrawal, President of Agrawal Samaj Trust, representing Agrawal Samaj Trust, in pursuance of the resolution of the general meeting of Agrawal Samaj Trust dt. 11.01.98 (Hereinafter referred to as the Settler) of the One Part

AND

- (1) Shri Vinodkumar Agrawal S/o Shri Gulabchand Agrawal, aged about 42 years, resident of 36, Sarjan Society, Parle Point, Surat.
- (2) Shri Hariprasad Sureka S/o Shri Rameshwarlal Sureka, aged about 65 years, resident of 29, Ganeshkrupa Society, Parle Point, Surat.
- (3) Shri Banwarilal Poddar S/o Shri Tormal Poddar, aged about 65 years, resident of 102, Trishala Apartment, Parle Point, Surat.
- (4) Shri Bhawanis^{Prasad}~~hanker~~ Agrawal S/o Shri Shambhudayal Agrawal, aged about 52 years, resident of 603, Rushiraj Apartment, Diwalibaug, Athwalines, Surat.
- (5) Shri Shreekishan Banka S/o Shri Banwarilal Banka, aged about 44 years, resident of 701, Sun Tower, Jamnanagar, Surat.
- (6) Shri Badriprasad Agrawal S/o Shri Mangilal Agrawal, aged about 55 years, resident of 5-B, Sarita Apartment, Somnath Mahadev Road, Athwalines, Surat.
- (7) Shri Ramavtar Agrawal S/o Shri Gulabchand Agrawal, aged about 49 years, resident of 32, Sai Apartment, Kadampalli, Nanpura, Surat.
- (8) Shri Harishanker Gupta S/o Shri Ramkaran Gupta, aged about 52 years, resident of 7-C, Vrij Vatika, Bh. Gokul Row House, Somnath Mahadev Road, Athwalines, Surat.

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- (9) Shri Rajendraprasad Sarawagi S/o Shri Bhikamchand Sarawagi, aged about 45 years, resident of 5, Jay Jalaram Society, Piplod, Surat.
- (10) Shri Gokulchand Bajaj S/o Shri Rameshwarlal Bajaj, aged about 42 years, resident of 101, Sukh Sagar Apartment, Bh.Kakadia Complex, Ghod-dod Road, Surat.
- (11) Shri Wa2irchand Bansal S/o Shri Palaram Bansal, aged about 50 years, resident of Girivihar Apartment, Athwalines, Surat.
- (12) Shri Arjundas Agrawal S/o Shri Dayakishan Agrawal, aged about 44 years, resident of 27, Maitri Row House, Parle Point, Surat.
- (13) Shri Ramswaroop Agrawal S/o Shri Jagdishprasad Agrawal, aged about 50 years, resident of 5-C, Sagar Apartment, Somnath Mahadev Road, Surat.
- (14) Shri Sureshchand Agrawal S/o Shri Ghasilal Agrawal, aged about 45 years, resident of 15, Pooja Row House Society, Adajan Road, Surat.
- (15) Shri Pramodkumar Chaudhary S/o Shri Chognal Chaudhary, aged about 34 years, resident of 5-A, Ravitej Apartment, Athwalines, Surat.
- (16) Shri Balkishan Poddar S/o Shri Tormal Poddar, aged about 52 years, resident of 501, Prasthan Apartment, Somnath Mahadev Road, Athwalines, Surat.
- (17) Shri Ramesh Goyal S/o Shri Laxmichand Goyal, aged about 38 years, resident of 401, Prithvi Apartment, Ghod-dod Road, Surat.
- (18) Shri Kamal Agrawal S/o Shri Kanhaiyalal Agrawal, aged about 36 years, resident of 28, Maitri Row House, Parle Point, Surat.
- (19) Shri Sushil Poddar S/o Shri Tormal Poddar, aged about 40 years, resident of 4003, Turning Point, Bhattar Road, Surat.

(20) Shri Radhakrishan Agrawal S/o Shri Chunilal Agrawal, aged about 68 years, resident of 601, Laxmivilas Apartment, Ghod-dod Road, Surat.

(21) Shri Babulal Mittal S/o Shri Gauridutt Mittal, aged about 64 years, resident of 8-B, Sarita Apartment, Athwalines, Surat.

(Hereinafter referred to as " The Trustees")

which expression shall include the survivor or survivors of them and administrators and executors of last survivors of the trustee or trustees for the time being of the Trust hereby created of the other part.

WHEREAS the settlers being desirous of creating a Public Charitable Trust, within the territory of India and has decided to settle out irrevocable Trust having a sum of Rs. 501/- (Rupees Five hundred one only) for the charitable objects and upon the Trust as hereinafter contained.

AND WHEREAS the Trustees have at the request of the settlers agreed to become trustees of these presents on the terms and provisions hereinafter contained.

NOW THIS DEED WITNESSETH AS FOLLOWS

- (1) In pursuance of the said desire of the settler, the settlers has paid a sum of Rs. 501/- (Rupees Five hundred one only) to the trustees (the payment whereof the Trustees do hereby acknowledge) as initial contribution to such Trust Fund, to hold the said sum and the investments for the time being representing the same and all other properties and/or sum of money that may for the time being form part of the trust Fund and subject to the powers, provisions and declarations hereinafter declared for concerning the same.

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- (2) The Trust shall be called " AGRAWAL SAMAJ VIDHYA VIHAR TRUST " having its office at C/o Agrawal Samaj, Ghod-dod Road, Surat and/or such place or places as the Trustees may decide from time to time.
- (3) The object for which the Trust Fund is established are Education and advancement of Education, not involving the carrying on an activity for profit, and they shall be fulfilled without distinction of caste, colour, gender and creed, and for such purposes;
- (a) To spread education and for achieving the same to establish, maintain, construct, run, develop and improve as well as assist in establishment, maintenance, construction, running, development and extention of school, colleges of any education faculties.
- (b) To establish, maintain, construct and run the boarding houses for students.
- (c) To grant scholarships, stipends to needy students.
- (d) To establish library for the advancement of knowledge in the field of education.
- (e) To develop a healthy as well as critical attitude towards the development of mental, physical and moral upliftment of the students and those connected with the institution so as to make them good citizen.
- (f) To undertake studies, surveys, researches, projects, tours, lectures, meetings for advancement of any educational faculties.
- (g) To do other acts necessary for the advancement of education.
- (4) BOARD OF TRUSTEE
- (a) The total strength of the Board of Trustees shall be of minimum

14 (Fourteen) and maximum 21 (Twenty one).

(b) The first Board of Trustees shall consists of the following

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|----------------------------------|---------------------------------|
| (1) Shri Vinodkumar Agrawal | (11) Shri Waizerchand Bansal |
| (2) Shri Hariprasad Surekha | (12) Shri Arjundas Agrawal |
| (3) Shri Banwarilal Poddar | (13) Shri Ramswaroop Agrawal |
| (4) Shri Bhawanishanker Agrawal | (14) Shri Sureshchand Agrawal |
| (5) Shri Shreekishan Banks | (15) Shri Pramodkumar Chaudhary |
| (6) Shri Badriprasad Agrawal | (16) Shri Balkishan Poddar |
| (7) Shri Ramavtar Agrawal | (17) Shri Ramesh Goyal |
| (8) Shri Harishanker Gupta | (18) Shri Kamal Agrawal |
| (9) Shri Rajendraprasad Sarawagi | (19) Shri Sushil Poddar |
| (10) Shri Gokulchand Bajaj | (20) Shri Radhakrishan Agrawal |
| | (21) Shri Babulal Mittal |

The above Board shall work upto 31.03.2001. If any casual vacancy arise due to any reason it shall be filled in by the Trust Board and Executive Committee of Agrawal Samaj Trust.

(c) The next Board of trustee shall be formed as under;

- (i) 2/3 member of the Board i.e. 14 (fourteen) members shall be appointed every year by the Trust Board and Executive Committee of Agrawal Samaj Trust out of the members of Trust Board and Executive Committee of Agrawal Samaj Trust.
- (ii) 1/3 members of Board i.e. 7 (Seven) members shall be appointed by the Trust Board and Executive Committee of Agrawal Samaj Trust every year. The member so appointed under this clause shall not be member of Trust Board and Executive Committee of Agrawal Samaj Trust. The person so appointed under this clause may be a person from outside of Agrawal Samaj Trust, if Trust Board and

Executive Committee of Agrawal Samaj Trust think fit, however for this purpose permission is required to be taken from general meeting of Agrawal Samaj Trust.

Provided that the members so appointed shall work upto at conclusion of Annual General Meeting every year.

- (d) The members of Board of Trustees shall from amongst themselves shall elect every year the following Office bearers in their first meeting to hold office upto handing over the charge to the next Board of Trustees.

(i)	President	1
(ii)	First Vice-President	1
(iii)	Second Vice-President	1
(iv)	Secretary	1
(v)	Joint Secretary	1
(vi)	Treasurer	1
(vii)	Joint-Treasurer	1
	Total	7

- (e) Any members of the Board of Trustees shall not hold the same office of above post for more than three terms in his life time.
- (f) If any vacancy arises in the Board of Trustees, for any reason, the same shall be filled in by the trust Board and Executive Committee of the Agrawal Samaj Trust to hold office for the rest of the term.

(5) POWER OF TRUSTEES

For the furtherance of the objects of the Trust, the trustees will have the following powers;

- (a) To charge, moderate tuition fees for the outlay and expenses incurred in the upkeep and maintenance of institutions established or about to be established under this deed.
- (b) To acquire and/or obtain on lease land and Buildings for the purpose of the Trust.

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- (c) To accept any donations, contributions, grant or subscriptions, in cash or in kind, from government, local body, any person, body of persons and Trust.
- (d) To apply the whole or part of the Income of the Trust Fund or accumulation thereof for objects of the Trust as the Trustees may in their discretion decide from time to time.
- (e) To deal with the Trust property and/or to vary the investments for the time being according to law.
- (f) To invest and keep invested the Trust Fund in conformity with the provisions of Income Tax Act and Bombay Public Trust Act for the time being in force and to alter, vary or transpose such investments from time to time as the Trustees may in their discretion think fit.
- (g) To borrow, raise or secure payment of money and also to lend money either with or without security on such terms and conditions as may be decided by the Trustees.
- (h) To sell, dispose off, alienate or otherwise deal with any property comprising the Trust Fund in accordance with the law then prevailing.
- (i) To pay all charges and outgoings payable in respect of any immovable property for the time being forming part of the Trust Fund and may carry out repairs, renovation, required to be done, to maintain the same and keep the same insured against loss or damage by fire and may incur all other costs, charges and expenses incidental to the administration and management of the Trust estate and the properties for the time being belonging to the Trust as they may in their absolute discretion think fit.

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- (j) To let out, give on lease, bearing in mind Section 36 of Bombay Public Trust Act, any immovable properties comprised in Trust Fund for such period and at such rent, on such terms and conditions as the Trustees in their discretion may think fit.
- (k) To open account with any Scheduled Bank or Banks, to operate such accounts and to give instructions to the Bank and to provide for operating of such account by one or more of the Trustees.
- (l) To adjust, settle, compromise, refer to arbitration all actions, suits, claims, demands and proceedings regarding the Trust and Trust Fund without ignoring the trust interest and without being liable or answerable personally for any loss occasioned thereby.
- (m) To appoint or make provisions for the appointment of any person (including all or any of the Trustees as Committee or Administrator or Managing Trustee or Trustees or otherwise) for the purpose of administration of the Trust in such manner and subject to such rules and regulations as the Trustees may from time to time frame and think fit.
- (n) To make, vary, alter or modify provisions of this deed, rules and regulations framed for carrying out the objects of the Trust created hereunder and for the management of the affairs thereof, for running institutions in furtherance of total interest of the Trust and for giving effect to the objects of the Trust created hereunder.
- (o) To set apart or apply the whole or part of the income of the corpus of the Trust fund or part thereof for any of the objects of the Trust in India, in conformity with the provision of Income Tax Act and Bombay Public Trusts Act for the time being in force.

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- (p) To join, co-operate or amalgamate, in accordance with law, this Trust with other or others duly registered as Public Trust having similar objects upon such terms and conditions as the trustees may in their discretion think fit particularly having regard to the object and nature of this trust.
- (q) To take over the management of any public charitable institution having same objects on such terms and conditions as may be decided by the trustees having regard to the objects and nature of this Trust.
- (r) The President and/or Secretary represent the Trust before central government, state government, income tax authority, authorities under Bombay Public Trusts Act, Sales Tax authority, post office or any other person or persons or local authority in all matters and to sign, endorse, execute all documents, returns, declarations, forms, agreements and to obtain required certificates as required by law or rule in force and to verify the same in connection with trust.

(c) BOARD MEETING

The Trustees may from time to time frame rules for the conduct and regulation of the meeting of Trustees.

In the absence of such regulations;

- (a) The Board of Trustee shall meet at least once in every month.
- (b) The quorum for the Board Meeting shall be 1/3rd members of the Board Trust. If the quorum is not formed within 30 minutes of the Scheduled time of the meeting, the meeting shall stand adjourned for half an hour and shall meet again at the same place on the same day. The provision of quorum on such adjourned meeting shall not be applicable.

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- (c) Any member of the Board of Trustee, if not present in Board meeting for consecutive 3 times, without prior information, may be liable to be removed from the Board. The vacancy arising out of such situation shall be filled in by the Trust Board and Executive Committee of the Agrawal Samaj Trust.
- (d) All the resolution so passed by the Board of Trustee at their meeting shall be taken to be a valid resolution if passed by simple majority of the members present at the meeting and in case of equality of votes the President of that meeting shall have the casting vote.
- (e) The President of Board of Trustee shall preside over all the Board Meetings and in his absence the first or Second Vice-President shall preside. However if both the president and vice-president are not present at the meeting the members so present shall elect among themselves a member so as to preside over the meeting and for that meeting he shall have the power of the president.
- (f) Any 1/3rd (i.e. Seven) members of the Board of Trustee of the Trust can require the Secretary to convene Board Meeting, provided the members give a notice of 7 days alongwith Agenda of the meeting in writing. The Secretary shall upon receiving such notice call a meeting of the Board of Trustee within a period of seven days. However such meeting shall consider the agenda provided in the notice and no other business shall be transacted at such meeting. All the resolution shall be taken to be valid resolution if passed by 2/3 majority of the members present. All other provisions relating to Board Meeting, except provided here in this clause, shall apply to such meeting.

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- (g) The meeting of the trust shall be held at the office of the Trust or at such other place as the trustee think fit.
- (h) The Annual General Meeting of the Trust shall be called within six months after the closing of the Accounting year.

(7) ACCOUNTS

- (a) The Board of Trustees shall cause true and accurate accounts to be kept of all monies received and spent and of all matters in respect thereof in course of management of Trust properties or in relation to the carrying out trust objects and purposes as well as of all the assets, credits and effects of the Trust properties.
- (b) Unless otherwise decided by the Trustees, the accounts of the Trust shall be made up annually to 31st March every year and the same shall be audited by a Chartered Accountant or Auditor authorised under Bombay Public Trust Act.

(8) COMMITTEE

Whenever considered necessary, the Board of Trustee may appoint committee or sub-committee for such work as may be considered necessary with power to appoint such additional member as may be considered necessary by the chairman of the committee or sub-committee. All the committee or sub-committee shall consists of the chairman and such members as may be appointed by the Board of Trustee amongst the Trust Board and from the Agrawal Samaj Trust as the Trust Board may think fit.

- (9) The Trustees shall be answerable only for such money and funds as shall actually come into their hands and a trustee shall not be answerable or accountable for wilful neglect, default, acts or omission or the other Trustees, nor of any bankers or other

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person with whom the Trust properties or any securities may have been deposited or kept.

- (10) The receipt of the person authorised by the Trustees for any money paid or any property transferred or delivered to the Trustees in execution of any of the powers hereof or for the purchase of property or any property authorised to be sold shall effectually discharged any person or persons so paying, transferrring or delivering.
- (11) The Trustees will not be entitled to receive any benefits as trustees but they may reimburse themselves of all expenses incurred by them in connection with the Trust or their duties relating thereto.
- (12) If any rules and regulations consistent with this Deed are required to be framed by the Trustees they will have full and absolute power to do the same for the better management of the Trust. The Trustees shall from time to time make and alter rules and regulations with regard to the conduct of the Trust and all matters in respect of which any powers or duties hereby vested in them as they may think proper.
- (13) The Trust hereby created shall be irrevocable.
- (14) The Board of Trustees shall be owner of movable and immovable property of Trust in the capacity of Trustees.
- (15) Trustees consisting of not less than $\frac{4}{5}$ th of the total number of trustees of the trust may determine at the meeting specially convened for the purpose that the trust deserves to be legally wound up whether forthwith or at any further time then agreed upon. If on the winding up of the trust, there shall remain after the satisfaction of its debts and liabilities, any property

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whatsoever shall not be paid or distributed among the trustee of the trust but shall be given to Prime Minister Relief Fund or Chief Minister Relief Fund or any Institution or establishment registered as public charitable trust and having similar objects.

IN WITNESS WHEREOF the settlers and the trustees hereto have executed these presents on the day, month and year first above written.

SIGNED AND DELIVERED BY THE
SETTLERS IN THE PRESENCE OF

SIGNATURE OF WITNESS

(1) विनोद कुमार अग्रवाल
(VINODKUMAR AGRAWAL)

Ravindra Kumar Agrawal

SIGNED AND DELIVERED BY THE
TRUSTEES IN THE PRESENCE OF

SIGNATURE OF WITNESS

(1) विनोद कुमार अग्रवाल
(VINODKUMAR AGRAWAL)

Ravindra Kumar Agrawal

(2) हरि प्रसाद सुरेका
(HARIPRASAD SUREKA)

विनोद कुमार अग्रवाल

(3) Banwarilal Poddar
(BANWARILAL PODDAR)

Sudhakar

(4) Bhawani Shanker Agrawal
(BHAWANISHANKER AGRAWAL)

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(5) श्री कृष्ण बैंका
(SHREE KISHAN BANKA)

Shree

(6) Badri Prasad Agrawal
(BADRIPRASAD AGRAWAL)

Vinod Sharma

(7) RAMAVTAR
(RAMAVTAR AGRAWAL)

Ram Avtar

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|------|--|-------------------------|
| (8) | <u>H S Gupta</u>
(HARISHANKER GUPTA) | <u>Gokul chand Bhow</u> |
| (9) | <u>Rajendra</u>
(RAJENDRAPRASAD SARAWAGI) | <u>Sushil Mittal</u> |
| (10) | <u>Gokul chand Bhow</u>
(GOKULCHAND BAJAJ) | <u>अनिल जैन</u> |
| (11) | <u>Wazir chand</u>
(WAZIRCHAND BANSAL) | <u>मिवांकु मंगल</u> |
| (12) | <u>Arjundas Agrawal</u>
(ARJUNDAS AGRAWAL) | <u>Jitendra</u> |
| (13) | <u>Ramswaroop</u>
(RAMSWAROOP AGRAWAL) | <u>अनिल जैन</u> |
| (14) | <u>Sureshchand</u>
(SURESHCHAND AGRAWAL) | <u>Gokul chand Bhow</u> |
| (15) | <u>Pramodkumar</u>
(PRAMODKUMAR CHAUDHARY) | <u>Sushil Mittal</u> |
| (16) | <u>Balkishan Poddar</u>
(BALKISHAN PODDAR) | <u>अनिल जैन</u> |
| (17) | <u>Ramesh</u>
(RAMESH GOYAL) | <u>chet</u> |
| (18) | <u>Kamal</u>
(KAMAL AGRAWAL) | <u>मिवांकु मंगल</u> |
| (19) | <u>Sushil Poddar</u>
(SUSHIL PODDAR) | <u>Jitendra</u> |
| (20) | <u>Radhakrishnan</u>
(RADHAKRISHAN AGRAWAL) | <u>अनिल जैन</u> |
| (21) | <u>Babulal Mittal</u>
(BABULAL MITTAL) | <u>Ragrawal</u> |