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उत्तरांचल UTTARANCHAL

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**DECLARATION OF TRUST
OF
V.K. EDUCATIONAL TRUST**

This indenture of Trust made at Roorkee, this 15th day of May, Two thousand and Seven.

BETWEEN

ON THE ONE PART

1. Sh. V.K. Agarwal, S/o. Late Lala Bhagwat Prasad, R/o. 326, Chowmandi, Opp. G.I.C. Old Railway Road, Roorkee

**HEREINAFTER CALLED "SFTTLOR"
AND
ON THE OTHER PART**

1. Sh. Ram Agarwal, S/o. Sh. V.K. Agarwal, 326, Chowmandi, Opp. G.I.C., Old Railway Road, Roorkee (U.K.)

कोवाधिकारी
रूपसे
डॉक संख्या 5800
- 9 MAY 2007
XXXXXX
जिला हरिद्वार (उत्तराखण्ड)
x x 2007 - 2008 + +

V.K. Ag.

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भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



ONE
HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

उत्तरांचल UTTARANCHAL

2. Smt. Kunj Lata, W/o. Sh. V.K. Agarwal, R/o. 326, Chowmandi, Opp. G.I.C., Old Railway Road, Roorkee (U.K.)

3. Smt. Rishu Agarwal, W/o. Sh. Ram Agarwal, R/o. 326, Chowmandi, Opp. G.I.C., Old Railway Road, Roorkee (U.K.)

Hereinafter collectively called the "THE FOUNDER TRUSTEES" which expression shall, unless inconsistent with or repugnant to the subject or context thereof, include their survivor or survivors and the executors or administrators of such survivors for the time being of these presents.

A. WHEREAS there is a necessity to promote the study of Science as primary source of all knowledge, and to establish the correlation of the said Science with other branches of knowledge and disciplines of life and to disseminate the same amongst the people;

B) AND WHEREAS the Settlor of the Trust desires the advancement and propagation of Education in all fields, and with that end in view has decided to form a educational trust as an Institution for carrying out educational activities as set out in these presents;

A. 787681

***कोषाधिकारी**

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कोड संख्या 5500

- 9 MAY, 2007

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जिला हरिद्वार (उत्तरांचल)

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Rs. 100

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ONE
HUNDRED RUPEES

साकपव जपते

भारत INDIA
INDIA NON JUDICIAL

उत्तरांचल UTTARANCHAL

C. AND WHEREAS the V.K. EDUCATIONAL TRUST will provide ideal education to the people through the knowledge and experience of pure consciousness, individuals will be educated thereby to think and act spontaneously in accordance with all the Laws of Nature. No one will violate Laws of Nature, no one will commit any mistake and no one will create ground for suffering. The institute will produce enlightened students and ideal citizens who will be able to fulfill their own interest and simultaneously be of tremendous use to the Society;

D. AND WHEREAS the Settlor of the trust being absolutely seized and possessed of a sum of Rs. 51000/- (Rupees Fifty one thousand only) in cash, set apart by them for educational purposes hereinafter mentioned, is desirous of settling the said sum of Rs. 51,000/- (Rupees Fifty one thousand only) as the initial corpus for the said Trust subject to the powers and provisions hereinafter declared and contained concerning the same;

E. AND WHEREAS the settlor of the trust has on this day handed over to the Trustees the said sum of Rs. 51000/- (Rupees Fifty one thousand only) in cash;

F. AND WHEREAS the said Trustees have consented to act as the first founder Trustees of the said trust and the parties hereto are desirous of recording the purposes, objects and uses of this trust as also the terms and conditions of the said trust.

कोषाधिकारी
रुड़को
कोड संख्या 5500
- 9 MAY 2007
XXXXXXXXXXXX
शिला हरिद्वार (उत्तरांचल)
x x 2007 - 2008 ++

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NOW THIS INDENTURE WITNESSETH and it is hereby agreed and declared by and between the parties hereto as follows that :-

1. **INTERPRETATION**

In this deed whenever and wherever the context so requires or admits, the following expression shall have the following meanings, namely;

- a) "The Trust" shall mean the "V.K. EDUCATIONAL TRUST", The educational trust constituted by this deed as hereinafter provided and any deeds modifying the same;
- b) "The Trustees" shall mean the first founder trustees and the survivor's of them and the successor's in office, additional or new trustees appointed pursuant to the provisions hereof;
- c) "The Trust property" shall mean;
 - i) The said sum of Rs. 51000/- (Rupees Fifty one thousand only)
 - ii) All further sums of money, investments and other properties, including any moveable or immoveable properties, which may hereafter be paid, transferred or donated to or otherwise vested in the Trustees or so as to be under their control for the purpose of carrying out the said educational purposes, by any persons whosoever or which may at any time-hereafter in any other manner accrue to as the corpus of the Trust property;
 - iii) All such accumulations of income as are hereinafter directed to be held as additions to the corpus of the trust property;
 - iv) All moneys borrowed by the trustees for the purposes of or in the administration of the trust.
 - v) All money, investments and other properties, from time to time representing such sum of money, additions, accumulations and accretions and any parts thereof and
 - vi) Any money received by the trust towards interest, rent and other income.

2. **NAME & PRINCIPAL OFFICE**

The name of the trust shall be "V.K. EDUCATIONAL TRUST" and the principal office of the trust shall be situated at 326, CHOWMANDI, OPP. OF GOVT. INTER COLLEGE, OLD RAILWAY ROAD, ROORKEE, Distt. Haridwar,(Uttarankhand) and its subsidiary offices, at such other places as the Trustees may from time to time, determine.

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3. **JURISDICTION**

The jurisdiction of the trust shall be throughout the country.

4. **AIMS AND OBJECTS**

- 4.1 To establish, acquire, takeover, run, maintain and support schools, colleges, universities, Vidyalayas, Vishwa Vidyalayas, Study circles and any other kind of Educational Institutions, residential or non- residential for imparting education of Modern Sciences, Applied Science, Business and Commerce, Vocational, Medicinal, Engineering, Law, Arts, Architectures, Administration, Computer, Science or any other disciplines.
- 4.2 To promote and encourage the study of the Vedas and the propagation of the Vedic Science thereof and to establish, acquire, maintain and support Universities, Institutions, Colleges, Vishwa Vidyalayas, Vidyalayas, Schools, Study Centers, Libraries and other Educational Institutions for teaching of Vedic Science;
- 4.3 To establish and maintain hostels and/or boarding houses and to grant free boarding and lodging to deserving students upon such terms and for such periods as the trustees may think fit.
- 4.4 To take over the management and administration of any educational institutions already established with all their assets and liabilities;
- 4.5 To establish and maintain Ayurvedic hospitals, dispensaries, colleges, Universities, Research Centers, to provide surgical and other medical assistance including the supply of medicines and other medical or surgical appliance or remedial treatment in any hospitals, sanatoriums or convalescent institutions;
- 4.6 To undertake, sponsor, establish, execute any trusts, society, institutions, foundations, endowments and/or funds that may be inductive to any or all of the objects of the trust.
- 4.7 To do or perform any other act which may be incidental or ancillary to the attainment of any of the objects of the trust.

5. **MANAGEMENT**

- 5.1 The trustees shall collectively be called " The Board of Trustees".

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- 5.2 The First Founder Trustees shall be;
- i) V.K. Agarwal
 - ii) Ram Agarwal
 - iii) Smt. Kunj Lata
 - iv) Smt. Rishu Agarwal
- 5.3 The Managing Trustees of the trust shall be elected from the "Board of Trustees" for the period of three years.
- 5.4 The number of the Trustees shall not be less than three and more than fifteen. If the number of the trustees falls below three, the Trustees shall not act, except for the purposes of filling up the vacancy, so long the number is below the said minimum.
- 5.5 The management of the affairs of the Trust and its income and properties shall be done by the Trustees, and the decision of the majority, unless otherwise mentioned in these presents, shall be binding on all Trustee.
- 5.6 The affairs of the trust shall be managed by the trustees who shall determine the purposes being educational purposes within the objects of the trust as hereinbefore declared for which and the manner in which the trust property shall be applied, and those decisions as to any such application of the trust within the terms of the said trust shall be final and conclusive and not open to question by any person or body or trustees.
- 5.7 The trust may apply to the Government, public bodies, urban, local, municipal, District and other bodies, corporation, companies, or person for and to accept grant of money and of aid, donations, gifts, subscriptions, immoveable property and other assistance with a view to promote the objects of the trust and to discuss and negotiate with the Government, public and other bodies corporations, companies or persons, scheme and other work and matters within the objects of the Trust and to confirm to any condition subject to which such grants and other payments may be made.
- 5.8 The trust may take over, acquire, manage, control or aid any existing institution or institutions having objects either wholly or in part similar to the objects of this Trust and on such terms and conditions as may be thought expedient.
- 5.9 The "Board of trustees" may transfer/Sell all or any part of the property, moveable or immoveable, assets, liabilities and engagements of the trust on such conditions and upon such terms as the trustees in their discretion may deem fit and proper for the purpose of the trust.

5.10 The Trust may borrow or raise money by way of loans or deposits by private or public appeals or banks or Financial institutions or Govts. or in any manner permitted by law and to issue promissory notes, debentures, bonds or any other obligations or securities upon such terms and conditions as the Trustees shall in their discretion deem fit and proper from time to time. The trust may mortgage the whole or any part of the Trust property as security for the repayment of the loans borrowed for the purposes of the trust.

5.11 The "Board of Trustees" may secure, hold, improve, sell, lease, convey and dispose of any property and to exercise the rights, powers and privileges of ownership.

5.12 The trust may apportion the trust property and to make compromise or compound all actions, suits or other proceedings and all differences and demands and refer any such differences or demands to arbitration and to adjust, settle and approve, all account relating to the trust property and to execute and release all documents necessary in the premises and to do all other things relating thereto respectively as fully as if they were absolutely entitled to the trust property and without being answerable for the loss occasioned thereby

5.13 The trust may instead of themselves spending any sum for any purposes authorized by these presents or by law or by statute the trustees may pay any sum for such purpose to any charitable educational or religious Trust or Institution without being bound to see to the application thereof.

Provided that every contribution by the Trustees to any other trust, society, or Institution, having as its object all or any of the objects specified in clause 4 herein above shall be treated and deemed to be in furtherance and achievement of the objects of the trust.

5.14 The working of the trust shall be managed by the Managing Trustees which will be constituted of the following office bearers amongst the trustees.

1. Chairman
2. Secretary
3. Treasurer
4. Member (One)

The office bearers will be elected after every three years in the meeting of Board of trustees on the basis of majority of votes. The first Managing Trustees are elected amongst the trustees

- | | | | |
|------|---------------|---|-----------|
| i) | V.K. Agarwal | - | Chairman |
| ii) | Ram Agarwal | - | Secretary |
| iii) | Rishu Agarwal | - | Treasurer |
| iv) | Kunj Lata | - | Member |

V.K. Agarwal

Ram Agarwal

Rishu Agarwal

Kunj Lata

They shall continue to hold their respective office for a period of three years or until the election of the new office bearer to those respective offices provided they continue to be the trustee.

- 5.15 The Quorum of meeting will be $2/3^{\text{rd}}$ of the trustees. The meeting will be chaired over by the Chairman and in his absence by the Secretary. If both of them are absent then by a trustee elected as chairman of meeting on majority votes in the meeting. The meetings can be called by giving a minimum of 15 days notice. If all trustees agree, period of notice can be reduced. If the quorum present in a meeting is less then required, the meeting will be called again and in such meeting quorum will not be required. But in the notice it must be mentioned that it is an adjourned meeting.
- 5.16 A meeting of the trustees for the time being at which proper quorum is present shall, except as otherwise expressly provided by these presents, be competent to execute and exercise, by a majority of the trustees present at the meeting, all trusts, powers, authorities and direction, vested in the trustees under these presents.
- 5.17 The Board of Trustee can have various committees. These committees can be entrusted responsibility for running one or more institutions. However the committees will be responsible to the trust and take guidance in policy matters from the Managing trustees.

In the administration and management of the trust and the trust affairs, the trustees shall be entitled to appoint such committees of persons who may be other than trustees to guide and advise the trustees or the Managing trustee as the case may be or for any other purpose whatsoever.

- 5.18 The Board of Trustees can appoint at the most fifteen persons as Patron/Hony/Designated trustees for the period of one year in the interest and welfare of the trust. The membership of the Patron/Hony/Desiganted trustees shall get automatically terminated at the end of one year and Patron/ Hony/Desiganted trustees shall not be having any voting right in any manner whatsoever during their tenure.
- 5.19 There will be at least two meetings of "Board of Trustee" in a year. The agenda of the meeting would be financial status of trust, construction and policy related discussion on important issues, maintenance of buildings and other moveable property and on other related matters keeping in view the objectives of the trust, annual report, annual accounts and appointment of auditor etc.

The trustees shall transact their business in meetings which shall be convened from time to time as and when necessary and as decided by majority of the trustees.

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- 5.20 The different committees will be constituted for smooth working of trust. Trust will also form its working body consisting of trustees. Trust board can invite dignitary or dignitaries, if it feels it necessary.
- 5.21 The meeting of managing trustees can be called at any time i.e as and when required but minimum one meeting in a quarter. It is necessary to give seven days notice for the meeting except under special circumstances, but 3 days prior information for specific general meeting would be necessary.
- 5.22 The Governing body will be formed for each institute. The President of the Governing body will necessarily be from among the founder trustees and the tenure of the Governing body shall be one year and the member shall vacate the office automatically after one year.
- 5.23 In case of any conflict with any institute, run by the trust, the final decision will be of the "Board of trustees".
- 5.24 In case of any difference of opinion among the Trustees for the time being in any manner concerning the Trust including interpretation of these presents, the power of appointment of the Trustees or any other matter or question relating to or arising out of the Trust, the opinion of the majority shall prevail and be binding and conclusive.

6. RULES AND REGULATIONS AND BYE-LAWS

The Trustees shall be entitled to make, amend or rescind rules and Regulations for the management of the trust and all matters concerning the trust and the trust property and their management including the conduct of the meetings of the trustees with the majority vote of the trustees.

Provided that such Rules and Regulations shall not be repugnant to the provisions hereof or offend the objects or purposes of the trust or be inconsistent therewith.

7. ACCOUNTS & FUNDS

- 7.1 The trustees shall have power in their discretion to accept upon such terms as they may think fit any donations, contributions, from any private or public trust, institution, company, firm or persons whomsoever whether such donations or contributions be of money and/or any other property moveable or immovable.

PROVIDED ALWAYS THAT the terms upon which such donations or contributions shall be accepted, shall not in any way be inconsistent with or repugnant to the objects of these presents and shall only be for the purposes of advancement of the objects of the trust created under these presents, to be utilized only in furtherance of such objects;

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PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED THAT save as otherwise expressly provided by the terms of the donations or contribution as aforesaid; the trustees shall in their absolute discretion be entitled to treat such donations or contributions or any part thereof as part of the corpus of the trust property and to utilize such donations or contributions or any part thereof for the furtherance and fulfillment of the objects of the trust.

- 7.2 The funds and moveable property of the trust shall be vested with the trustees of the trust, to be held, invested and dealt with by them as may from time to time be decided upon by the trustees.
- 7.3 All the property and income of the trust shall be applied solely towards the promotion of the objects of the trust as set forth herein above and further, that no portion thereof shall be paid or transferred directly or indirectly by way of dividend or bonus or otherwise by way of profits to the persons who at any time are or have been trustees of the trust or to any one of them or to any person claiming through any of them. However nothing contained herein shall prevent the payment in good faith of remuneration to any employee or employees of the trust or to any trustee thereof or other person from any service rendered to the trust.
- 7.4 The financial year of the trust shall commence from 1st April and close on 31st march of every year.
- 7.5 The account of the Trust will be opened in any Cooperative/ commercial/ Nationalised/ multinational/ foreign bank by the trust and it shall be operated as resolved by the "Managing Trustees" in its meeting.
- 7.6 The trustees shall maintain proper accounts. The accounts of the Trust shall be annually audited by Chartered accountants appointed by the "Board of Trustees".
- 7.7 The trustees shall not be entitled to receive any salary or other remuneration for their services but shall be entitled to be recouped out of the trust property or income thereof for all out of pocket expenses actually incurred by them respectively in performing their duties as trustees including all reasonable traveling and hotel expenses incurred in attending meetings of the trustees or incurred in connection with carrying on of the objects of the trust.
- 7.8 The trustees shall have power to accumulate for a period as may be permissible in law, the whole or any part/s of the income of the trust property as the trustees may in their discretion think fit by investing the same and the resulting income thereof in any of the investments authorized by law including the provisions of the Income Tax Act, 1961 or any re-placement, re-enactment or modification thereof for the time being in force with power to vary such investments for the time being representing the same shall be held for the purpose of this trust and the powers and provisions as are under this deed applicable to the corpus of the trust property shall also apply to the same and treated as one fund.

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7.9 All moneys forming part of the trust property and requiring investment shall be invested in or upon any of the securities authorized by law for investment of trust property;

7.10 The trustees shall have power to make donations or contributions to any trust, public fund or institution set up for educational purposes which have similar objects as this trust as approved by the Managing trustees.

7.11 The receipt in writing of the trustees on behalf of the trust or of Secretary/ Treasurer or authorized representative for any interest, dividend or income or any deed, paper, writing, documents or other moneys and effects payable or deliverable to the trust shall be sufficient and effectual discharge for the same respectively or for so much thereof respectively as in such receipts shall be expressed or acknowledged to be or have been received and the persons to whom or in whose favour the same shall be given, his, her or their heirs, executors or administrators shall not afterwards be in any ways obliged or concerned to see to the applications of the moneys, property and effects therein mentioned and acknowledge to be received or be answerable or accountable for the loss, misapplication or non- application thereof.

8. LEGAL CASES

All legal cases will be subject to jurisdiction of Roorkee or at the court where the office of the trust will exist, in the name of, and by the Secretary or any other person authorized by the trustees.

9. CHANGE IN CONSTITUTION

Any change in constitution will be made after passing the same in "Board of Trustees" meeting, duly called after circulating proper agenda.



10. CESSATION OF TRUST

If under any circumstances the trust ceases to function, all its property will be transferred to any other trust or Institution which has the same aims and objects.

The trust deed has been written to make a record of the Constitution for further use.

In witness whereof the parties hereto have hereunto seen and subscribed their respective hands, the day of May, two thousand and Seven.

WITNESSES:

1. Sanjay Vaish
Advocate
Civil Court
Roorkee.

2. Deepak Vaish
Advocate
Civil Court
Roorkee.

Drafted by: Sh. Sanjay Vaish- Advocate, Civil Lines, Roorkee

V. K. Agarwal

(V.K. AGARWAL)
SETTLOR



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TRUST (MOVABLE)

TRUST (MOVABLE)

रजिस्ट्रेशन फीस	पेस्टिंग शुल्क	Electronic Processing Fee	कुल योग	शब्द लगभग
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पुत्र/पुत्री/पत्नी श्री	स्व० लाला भगवत प्रसाद			
निवासी	326 चाव मंडी रुडकी निकट जी आई सी रेलवे रोड रुडकी			
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को कार्यालय उप निबन्धक	SRO ROORKEE	में प्रस्तुत की।		

V. K. Ag.

उपनिबंधक

SRO Roorkee 01

इस लेखपत्र का निष्पादन सुनकर व समझकर व विक्रय धन/अग्रिम धन/नगद रू० 0.00

लेखानुसार प्राप्त करके श्री/श्रीमती/कुमारी वी. के. अग्रवाल/स्व० लाला भगवत प्रसाद, 326 चाव मंडी रुडकी निकट जी आई सी रेलवे रोड रुडकी

ने स्वीकार किया।

राम अग्रवाल/वी के अग्रवाल, 326 चाव मंडी रुडकी
 कुंजलता w/o वी के अग्रवाल, 326 चाव मंडी रुडकी
 रिशु अग्रवाल w/o राम अग्रवाल, 326 चाव मंडी रुडकी

जिसकी पहचान

श्री अरविन्द कुमार

पुत्र श्री ब्रह्मानन्द

निवासी अम्बर तालाब रुडकी

श्री संजय वैश्य एड०

पुत्र श्री

निवासी सिविल कोर्ट रुडकी

ने की।

उपनिबंधक

SRO Roorkee 01

V. K. Ag.

Ray

कुंजलता

Rishu



उपनिबंधक

SRO Roorkee 02

Photo & Certificate

15-05-2007

AUTHOR



TRUSTEES



Witness



Witness 1



Witness 2



वही नम्बर 4

जिल्द 2

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में नम्बर 253

पर आज दिनांक 15-05-2007

में रजिस्ट्री की गयी।

उप निबन्धक

Kumra
15/5/07

SRO1 Roorkee

**MINUTES OF THE BOARD OF TRUSTEES OF V. K. EDUCATIONAL TRUST
HELD AT THE REGISTERED OFFICE AT 326, CHOWMANDI, OPP. OF GOVT.
INTER COLLEGE, OLD RAILWAY ROAD, ROORKEE, DISTT. : HARIDWAR
(UK) AT 11:00 A.M. ON 01-11-2008 AT WHICH PROPOER QUORUM WAS
PRESENT.**

"RESOLVED THAT SH. PRADEEP BATRA S/O SH. RAM PRAKASH BATRA R/O 33, CIVIL LINES ROORKEE DISTT. HARIDWAR (U.K.) BE APPOINTED AS THE TRUSTEE IN THE TRUST RANKING PARI PASSU WITH THE EXISTING TRUSTEES."

"RESOLVED THAT SH. RAM AGARWAL S/O SH. V.K. AGARWAL R/O 326, CHOWMANDI, OPP. OF GOVT. INTER COLLEGE, OLD RAILWAY ROAD, ROORKEE, DISTT:- HARIDWAR (UK) SUBMITTED HIS RESIGNATION FORM THE SECRETARYSHIP FROM THE MANAGING COMMITTEE AND THE SAME WAS ACCEPTED UNANIMOUSLY. NOW UNANIMOUSLY RESOLVED THAT SH. PRADEEP BATRA ELECTED AS MEMBER OF MANAGING TRUSTEE AND ALSO ELECTED AS SECRETARY OF THE TRUST"

"RESOLVED THAT SMT. MANISHA BATRA W/O SH. PRADEEP BATRA R/O 33, CIVIL LINES, ROORKEE DISTT: HARIDWAR (UK) BE APPOINTED AS THE TRUSTEE IN THE TRUST RANKING PARI PASSU WITH THE EXISTING TRUSTEES."

"RESOLVED THAT SMT. RISHU AGARWAL W/O SH. RAM AGARWAL R/O 326, CHOWMANDI, OPP. OF GOVT. INTER COLLEGE, OLD RAILWAY ROAD, ROORKEE, DISTT: HARIDWAR (U.K.) SUBMITTED HER RESIGNATION FORM THE TREASURERSHIP AND AS TRUSTEE FROM THE MANAGING COMMITTEE AND THE SAME WAS ACCEPTED UNANIMOUSLY. NOW UNANIMOUSLY RESOLVED THAT SH. RAM AGARWAL S/O SH. V.K. AGARWAL R/O 326, CHOWMANDI, OPP OF GOVT. INTER COLLEGE, OLD RAILWAY ROAD, ROORKEE, DISTT: HARIDWAR (UK) ELECTED AS TREASURER OF THE TRUST."

RESOLVED THAT SMT. KUNJ LATA W/O SH. V.K. AGARWAL R/O 326, CHOWMANDI OPP. OF GOVT. INTER COLLEGE OLD RAILWAY ROAD ROORKEE DISTT. HARIDWAR SUBMITTED HER RESIGNATION FROM AS TRUSTEE FROM THE MANAGING COMMITTEE AND THE SAME WAS ACCEPTED UNANIMOUSLY.

RESOLVED THAT V.K. AGARWAL (CHAIRMAN), PRADEEP BATRA (SECRETARY) RAM AGARWAL (TREASURER), MANISHA BATRA (TRUSTEE) ARE THE ONLY EXISTING TRUSTEES OF V.K. EDUCATIONAL TRUST.

Sd/XXXX
CHAAIRMAN

TRUE COPY CERTIFIED
V.K. EDUCATIONAL TRUST, ROORKEE

V. K. Ag.
CHAIRMAN