2341/4 03/1/23

Government of Punjab
e-Registration Fee Receipt

Receipt No	PB1551830023724
Issue Date	02-JAN-2023 15:40
ACC Reference	NONSH/PUNJAB STATE e-GOVERNANCE SOCIETY/MOHALI
ESI Certificate No	IN-PB57750994785260V
Purchased By	GURMUKH SINGH BAIDWAN
Registration Fees Paid By	ATS EDUCATIONAL TRUST
Property Description	Trust Deed
Purpose	64 - Trust

Particulars	Amount (Rs.)
Registration Fees	₹1000
Mutation Fees	₹0
Pasting Fees - English	₹200
Pasting Fees - Punjabi	₹200
PLRS Facilitation Charges	₹500
Infrastructure Development Fees	₹0
Special Infra Dev Fee	₹0
Service Charges	₹15
CGST @ 9 % *	₹1
SGST @ 9 % *	₹1
Total Amount	₹1917

(Rupees One Thousand Nine Hundred Seventeen Only)

Statutory Alert : This is a receipt of fees collected and should not be treated as receipt of Registration. The authenticity of e-Registration Fee Receipt can be be verified at website i.e. https://www.shcilestamp.com/Registration/ .

GSTIN Number : 03AABCS1429B1Z4 PAN: AABCS1429B

CIN:U[illegible]90MH1986GOI040506 SAC : 998599

Cabin No. 501, Sco 18, 5th Floor, Opp Lse. F.G. Market Ludhiana, Punjab 141001

Gurmukh Singh Baidwan

Jar Amandeep Singh

Ritu Bhardwaj

INDIA NON JUDICIAL

Government of Punjab

सत्यमेव जयते

e-Stamp

Rectified e-stamp certificate is valid only if base e-stamp certificate is attached.

Base Certificate No.	:	IN-PB577509947852 60V
Rectified Certificate No.	:	IN-PB57815363941421V
Certificate Issued Date	:	02-Jan-2023 04:15 PM
Certificate Issued By	:	pbsimrjts
Account Reference	:	NONACC (GV)/ pbpsegs07/ MOHALI1/ PB-SN
Unique Doc. Reference	:	SUBIN-PBPBPSEGS0716769070650147V
Purchased by	:	Gurmukh Singh Baidwan
Description of Document	:	Article 64 Trust
Property Description	:	Trust Deed
Area of Property	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	ATS Education Trust And Welfare Trust
Second Party	:	Not Applicable
Stamp Duty Paid By	:	ATS Education Trust And Welfare Trust
Stamp Duty Amount(Rs.)	:	1,000 (One Thousand only)

Please write or type below this line

PB-0322000280-U0322
DC Office
SEWA (GHMT) PUNJAB
DATE
OPERATOR ID
SIGNATURE

Gurmukh Singh Baidwan

Ritu Bhardwaj

Jai Amardeep Singh

JD 0028626680

ATS EDUCATION TRUST AND WELFARE TRUST ATS EDUCATION TRUST AND WELFARE TRUST ATS EDUCATION TRUST AND WELFARE TRUST ATS EDUCATION TRUST AND WELFARE TRUST

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.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.
2. The onus of checking the legitimacy is on the users of the certificate.

सत्यमेव जयते

INDIA NON JUDICIAL

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e-Stamp

Certificate No.	:	IN-PB577509947852 60V
Certificate Issued Date	:	02-Jan-2023 03:03 PM
Certificate Issued By	:	pbsimrjts
Account Reference	:	NONACC (GV)/ pbpsegs07/ MOHALI1/ PB-SN
Unique Doc. Reference	:	SUBIN-PBPBPSEGS0716638382188264V
Purchased by	:	Gurmukh Singh Baidwan
Description of Document	:	Article 64 Trust
Property Description	:	Trust Deed
Area of Property	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	ATS Educational Trust
Second Party	:	Not Applicable
Stamp Duty Paid By	:	ATS Educational Trust
Stamp Duty Amount(Rs.)	:	1,000 (One Thousand only)

Please write or type below this line

IN-PB577509947852 60V

Gurmukh Singh Baidwan

Jai Amardeep Singh

Ritu Bhardwaj

NC Office
SEWA KENDRA, PUNJAB
DATE
OPERATOR ID
SIGNATURE

JD 0028626669

VOID

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.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.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

ATS EDUCATIONAL TRUST ATS EDUCATIONAL TRUST ATS EDUCATIONAL TRUST

BEFORE THE SUB REGISTRAR, S.A.S. NAGAR MOHALI

ATS EDUCATION AND WELFARE TRUST

AMOUNT Rs. 5,000/-

STAMP DUTY Rs. 1000_/-

Stamp Paper no: IN-PB 57815363941421V, Dated:02.01.2023, issued by Sewa Kender, Sector-76, Mohali

THIS INDENTURE OF TRUST is made on this 3rd day of **January 2023** BY AND BETWEEN.

Mr. Gurmukh Singh Baidwan(UID 4108 0032 0608) S/o Mr. Gurnam Singh, R/o Village & PO: Kumbra, Sector 68 Mohali (PUNJAB) PIN - 140308 (hereinafter referred to as **"SETTLOR"**), which expression shall unless it be repugnant to the context will mean and include his/its/their successors of the one part.

AND

Mrs. Ritu Bhardwaj(UID 9715 9694 4738) W/o Mr. Gurmukh Singh R/o Village & PO: Kumbra, Sector 68 Mohali (PUNJAB) PIN - 140308, Trustee No 1 And Jai Amardeep Singh Jauhar(UID 8390 3584 0546) S/o Gurmeet Singh Jauhar R/o H No. 40, Jai House, Near Fire Brigade , Jagadhari , Yamuna Nagar HR. Trustee No 2 (hereinafter referrers to the **"TRUSTEES"**) which expression shall unless repugnant to the contest mean and include the survivor or survivors of them and the Trustee or Trustees for the time being of these presents and successors, executors and administrators of the last survivor of them and their/ his assignee of the other part.

A new Trust created and named as **ATS EDUCATION AND WELFARE TRUST** (hereinafter called the **"TRUST"**) as per the constitutional details set forth herein.

WHEREAS THE SETTLOR above named has been desirous of creating an educational and charitable Trust.

Gurmukh Singh Baidwan

Ritu Bhardwaj

Jai Amardeep Singh

Deed Endorsement

Token No :- 202300001453

Deed Type :- Trust ,**Value** :- Rs.0/-, **Consideration Amount** :- Rs.0/-

Stamp Duty :- Rs. 1000, **Registration Fee** :- Rs. 1000, **Normal appointment fee** :- Rs. 500, **PLRS - Facilitation charges** :- Rs. 500, **Pasting fee(Punjabi)** :- Rs. 200,

Sh./Smt.**GURMUKH SINGH BAIDWAN** s/o/d/o/w/o **GURNAM SINGH** has presented the document for registration in this office

today dated :- **03-Jan-2023** Day :- **Tuesday** Time :- **11:18:56 am**



GURMUKH SINGH BAIDWAN
(Individual)

Signature of Seller/Presenter

Signature of Sub Registrar/Joint Sub Registrar

The contents of the document were read out to Sh/Smt **GURMUKH SINGH BAIDWAN** s/o/d/o/w/o **GURNAM SINGH** ,who having heard,admitted the same to be correct. An amount of Rs. - on account of **Trust** has been received in front of me and the balance amount has already been received through Cash/Cheque/Demand Draft/RTGS.
Both the parties have been identified by 1. **SANTOSH KUMARI** (Identifier)2. **VINOD AWASTHI** . (Witness). I know the first witness, who knows the 2nd witness and/or the executant has put in his/her self identification by below mentioned documents. .

Party Name	Document Type	Document Number	Income Tax PAN CARD
GURMUKH SINGH BAIDWAN			BBGPB6433C

Hence the document be registered

Signature of Sub Registrar/Joint Sub Registrar

Date:- **03-Jan-2023**

Witness

1.---------- 2.----------



RITU BHARDWAJ AND OTHERS (Individual)

(First Party) (Second Party)

Above signature & thumb Impression are affixed in my presence.

Signature of Sub Registrar/ Joint Sub Registrar

Date:- **03-Jan-2023**

Book No :- 4

Document No :- 2022-23/3/4/2341

Page No :-

Volume No :-

The Registered document has been pasted

(Amandeep Chawla)
Signature of Sub Registrar/ Joint Sub Registrar
SRO - Mohali

AND WHEREAS THE SETTLOR above named has settled a sum of Rs. 5000/- (Rupees Five Thousand only) as a fund in the deed below.

AND WHEREAS THE SETTLOR named above has settled the assets and properties mentioned in the Schedule thereunder, in favour of the **TRUSTEES** upon Trust with a view
to give effect to his desire of creating and establishing a Trust interalia for the purpose of establishing a School in Derabassi, District SAS Nagar, Punjab and at other places in
India and the terms and conditions are more particularly set out hereunder.

AND WHEREAS THE TRUSTEES named are willing to accept the office of the Trustees for the purpose of carrying out the wishes (i.e. of establishing Schools all over India and for carrying out objects of the Trust) of the **SETTLOR** of the Trust under the provisions and directions set forth herein, so as to enable to pursue its vowed objects.

AND WHEREAS it is intended that Trustees shall use the Trust funds for the purchase and objects of Trust and hold the same on trusts hereinafter set out.

NOW THIS DEED WITNESS AS FOLLOWS:

Definitions

In this Deed unless the context otherwise requires.

(a) "**TRUST PURPOSE**" shall mean and include the "**OBJECTIVES**" described herein.

(b) "**TRUST FUNDS**" shall mean the monies, securities and other assets, whether movable or immovable from time to time enterusted to the Trust whether initially contributed by the founder or subsequently obtained by way of gift, purchase or loan in any manner of the Trust purposes and any additions therein howsoever arising.

(c) Words imputing singular shall include to plural and vice versa and words imputing the masculine shall include the feminine gender and vice versa.

(d) "**BOARD OF TRUSTEES**" All the Trustees together shall constitute board of Trustees and shall be known as such.

1 (a) That the name of the trust shall be **ATS Education and Welfare Trust**, and its office shall, for the present, be situated at Village & PO : Kumbra, Sector 68 Mohali (PUNJAB) or at such other place or places as the trustees may decide from time to time.

(b) The first Trustee of the Trust shall be Mrs. Ritu Bhardwaj and Mr. Jai Amardeep Singh Jauhar both of them together and collectively constitute the "**Board of Trustees**".

2 The **SETTLOR** above named hereby establishes a Trust by the name "**ATS Education and Welfare Trust**" for the purpose and upon the conditions set forth hereunder.3.

3 The **TRUSTEES** named above shall be the first trustees and have given their consent to be appointed as the trustees and as taken thereof, they have set their hands to this instrument.

Gurmukh Singh Baidwan

Jai Amardeep Singh

Ritu Bhardwaj

4. The **SETTLOR** hereby conveys, transfers and assigns to the **TRUSTEES** the above referred sum of Rs. 5000/- (Rupees Five Thousand only) as a fund, as corpus to the **TRUST**, the receipt of which, the **TRUSTEES** do hereby admit and acknowledge.

5. The **SETTLOR** of the Trust hereby conveys, transfers, assigns to the **TRUSTEES** the assets and properties mentioned in the Schedule hereunder, the possession of which the Trustees hereby admit and acknowledge, 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 set forth herein, 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.

6. The office of the Trust for the time being shall be at Village & PO: Kumbra, Sector 68 Mohali (PUNJAB) with the power given to the Trustees to shift the same to any other place in India upon the decision of the Board of Trustees.

7. 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 and for which, the said properties or a part or parts thereof may from time to time be converted, varies or exchanges) 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 the subject to the provisions and conditions hereinafter contained in these presents.

I. **BENEFICIARIES OF THE TRUST:**
The Trust is established for the benefit of humanity and the "Objectives" mentioned herein without discrimination of caste, religion, creed or sex.

II. **PROPERTIES:**
The Trust properties shall consist of:

1. The amount Transferred by SETTLOR as mentioned above/in Schedule, towards the fund of the Trust.

2. Any cash or kind, properties, movable and immovable that may be acquired by purchaser or all manner of rights, title or interest in or other any property movable or immovable.

3. All additions and accretions to the trust properties and the income there from.

4. All donations gifts, legacies or grants, in cash or kind accepted by the Trustees upon Trust. The properties of the Trust shall be utilized for the objects set forth herein above and subject to the provisions and conditions herein mentioned.

III. **OBJECTS**
The objects for which trust is established are:

(a) Organize and run schools under the affiliation and recognition of CBSE, and/or other Central, State Board and non-governmental agencies within India and to ensure that the said schools meet the guideline laid down by the respective affiliated and recognition granting body mentioned above.

(b) To establish, run support and grant aid or other financial assistance to schools, colleges, Libraries reading rooms, universities, laboratories research and other of the like nature in India, the use of the students and the staff and also for their development and advancement of education and diffusion of knowledge amongst the public in general.

Gurmukh Singh
Baidwan

Rita Bhardwaj

Jai Anand Singh

(c) To establish, develop, maintain and grant in aid in cash or in kind to hospitals medical schools, medical colleges, nursing institution, dispensaries, maternity homes, child welfare centers and/or such other similar charitable institutions In India for the benefit and use of the general public.

(d) To establish, maintain and run studentships, scholarships and render other kind of aid to students including supply of book, stipends, medals and other Incentives to study, without any distinction as to caste, color, race, creed or sex.

(e) To print, publish purchase, sell, circulate, distribute or exhibit other 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.

(f) To purchase, sell or otherwise distribute materials and services in the furtherance of the objectives of the Trust.

(g) To arrange and organize lectures, debate, discussion, study tours, conferences or radio-talks for the advancement of the objects of the Trust.

(h) To organize and run residential educational programs.

(i) To establish Training Centre and allied educational institutions.

(j) Raise funds through donations and contributions to support all the above activities, and setting up appropriate management structure, including subsidiary units as necessary.

(k) Create assets and transport facilities to accommodate any of the above activities.

(l) To promote establish, support, maintain or grant aid to institutions for the promotion of science, literature, music, drama and fine arts, for the preservation of historical monuments and the research and other institutions in India, having similar objects for the benefits of the public in general.

(m) To establish and develop institutions for the physically handicapped and disabled or mentally retarded persons and to provide them education, fund, clothing or other help.

(n) To grant in aid or render assistance to other public charitable trusts or institutions.

(o) To promote modern methods of imparting education and undertake such schemes to establish training centers and research centers for development of the students and teachers.

(p) Provide funds through liaison and as Nodal to NGO and charitable agencies in all their concept address.

(q) To establish intuitions of vocation, professional, academic and similar such institution to meet the developmental aspect.

Gurmukh Singh
Baidwan

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(r) To supervise and monitor educational projects under taken from Govt and NGO's

(s) To take up training facilities to needy NGO's in various spheres.

(t) To organizing vocational training capacity building trainings in different methods to empowerment and employment norms

(u) To charge tuition fees and otherwise recoup themselves for the outlay and expenses incurred in the upkeep and maintenance of institutions established or both to establish under the deed.

(v) To promote women education training and women welfare and mass media education.

(w) To maintain contact with other institution having similar or related objectives.

(x) To encourage and assist the establishment of village libraries.

(y) To encourage people for all types of sports games by male and female group in our locality/OP level, Block level, District level/State level.

(z) To conduct and establish such lawful projects and institutions related to the people and developments as a national interests.

(aa) To purchase movable and immovable properties, to hire or let out the property on rent for the use of the society and its institutions.

(bb) To dispose of and exchange property for the welfare of the institutions. To advance loans to individuals, firms, societies, corporations in furtherance of the same.

(cc) To delegate powers, to institute and fight legal cases on behalf of the society/committee with the help and assistance of a lawyer to be engaged for the purpose.

(dd) To construct, demolish, acquire, maintain any building in connection with the institutions and boarding houses for the residence of the students and employees and workers of the Society and affiliate or manage instructions with similar objects.

(ee) To acquire and own movable properties whether by way of gifts, purchase, lease or exchange and to construct, to add, alter or demolish for reconstruction of any properties as may be considered necessary.

(ff) Receiving all incomes, subscriptions, donations, gifts, dividends, interests, etc. for the institutions/society and meeting financial obligations arising out of its duties and functions, to invest the funds of the society with such individuals, societies firms or companies for providing income to the society on such terms and conditions as may deem proper and necessary for these fulfilment of the aims and objects of the society and to further its interest as enumerated above.

(gg) To constitute Society/Trust for more efficiency in carrying out any of the objects of this Society and to transfer or donate such property or funds as may be necessary to the said Trust / Society constituted.

Gurmukh Singh Baidwan

Ritu Bhardwaj

Jai Anandeep Singh

(hh) To render help arrange for the encouragement and promote celebrations of cultural, social, and such other festivals and jayanties conducive to this object. Provided however that any contribution by the members to or society with any other trust, Society, or project having as its sole object all for any of the aforesaid objects, shall mean furtherance of the object of this trust.

(ii) To provide cooking, eating and other utensils or from time to time daily needs on special occasions of the person families who are for any reason incapable for providing these for themselves at time of need either free or against normal charges.

(jj) To arrange tours or provide conveyance to any person or persons to go for any such place(s) of historical, or universally acclaimed religious place or places which may enlighten and infuse knowledge and/or to reduce or remove the mental depression and which may encourage and boost the spiritual instinct for living a better and happier life.

(kk) To aid or establish an institution or adopt means for imparting promotion of any art, science or any other field of education, propagate for removal of social evils, customs or render or promote self-help to overcome any of these evils particularly for the poor or weaker sections in the society in India or Abroad.

(ll) To promote cause of education in the country through the establishment and running schools, colleges, technical institutions, medical colleges, purely on a non-commercial, non-profit basis and for the general welfare and benefit of the general community.

(mm) To award prizes in competition of physical games and educational competitions and to award scholarships for the needy and to provide with means for the upliftment of poor and needy children or individuals and inculcate moral discipline.

(nn) To acquire, promote, takeover, collaborate with or aid any institutions, trust / society which may include schools, colleges, technical / vocational institutions, universities, law colleges, universities or medical colleges / paramedical colleges, hospitals, healthcare, wellness facilities for furtherance of its objects.

IV BOARD OF TRUSTEE, THEIR TERM AND POWER OF CO-OPT

a. The Trust will be managed by a **Board of Trustees** consisting of not less than 2 trustees and not more than 11 trustees.

b. The parties' named above, Mrs. Ritu Bhardwaj & Mr. Jai Amardeep Singh Jauhar, will be the First Trustees and they shall automatically form the Board of Trustees.

c. The Trustees shall at each meeting appoint one of their members present to be chairman of the meeting.

d. The annual meeting of the Board shall be once each year. The Board may also meet on requisition by any Trustee. All decision of the Board shall be by simple majority unless otherwise provided.

e. The Trustees appointed shall hold office for a period of five years and are eligible for reappointment.

f. Any Trustee may if he/she so desires, resign his/her trusteeship even before the expiry of term of trusteeship and the resignation would be effective only form the date

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Baidwan

Ritu Bhardwaj

Jai Amardeep Singh

of acceptance of such resignation by the Board of Trustee.

g The office of a trustee will automatically becomes vacant on the occurring of any of the following:

(1) Death of trustee (2) bankruptcy of their trustee (3) conviction of the trustee for a criminal offence under the Indian penal code.

V. TERM OF OFFICE OF TRUSTEE

a The Board of Trustee shall have power to increase the total number of Trustees, by co-option by the maximum number stated above and fix their terms as per provisions contained herein.

b. The Board of Trustees shall nominate a Managing Trustee at the beginning of every term.

c. Mr. Gurmukh Singh shall be the first **Managing Trustee**.

d. Any Trustee, including the Managing Trustee may retire from the Trusteeship hereof by giving two calendar months' notice in writing of his or her intension to do so the Board of 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.

e. Any vacancy caused by death of any one of the first Trustees, or any vacancy causes by the resignation of any of the Trustees, may be filled by co-option by the Board of Trustees, the Trustees who are NOT the First Trustees shall hold office for a period of one year from their date of appointment by the Trustees. At the end of this one year period, the Board of Trustees may reappoint them for subsequent term or appoint other persons as Trustees in such a manner that the total number of Trustees does not exceed the approved maximum number of Trustees. The proceedings of the Board of Trustees shall not in any way be invalidated due to any posts remaining vacant. During the time when a vacancy is yet to be filled up, the remaining Trustees shall act as subject to the presence of Quorum in the meetings. Any vacancy in the Board of Trustee or illegality in the appointment of Trustee or their proceedings shall not invalidate any prior act or decision of the Board.

VI. TRUST ADMINISTRATION AND POWER TO THE BAORD:

A. The **Board of Trustees** shall have power to:

1. To administrate the Trust, its properties and affairs and do all the things which will fulfill the performance of the objects for which the Trust is established and for this purpose the Board can apply the whole or any part of the Trust funds properly towards the payment of the expenses of the Trust.

2. To see the income and the properties of the Trust is solely utilized towards the objects of the Trust and no portion of it is utilized for payment to the Settlor, or Trustees or their relatives by way of profit, interest, dividend etc.

3. To open one or more bank accounts and operate the same or provide for operation of the said accounts by anyone amongst them duly authorized on their behalf.

4. To invest the Trust funds in the manner not prohibited by any provision of the Income Tax Act, 1961.

5. To buy, sell mortgage, grant, lease are or otherwise alienate all or any of the properties of the Trust in its discretion for adequate consideration.

Gurmukh Singh Baidwan

Ritu Bhardwaj

Amritmandeep Singh

6. 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.

7. To borrow money with or without security and to repay the same.

8. To receive, collect and enforce recovery of all monies due or payable to the Trust and grant receipts and discharges thereof.

9. To settle, compromise or compound any disputes or refer the same to arbitration or litigation.

10. To receive voluntary contributions from any person or persons, any organization, association, trust and NGO 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.

11. 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.

12. The Board shall have power to make and rescind rules and regulations for the management and administration of the Trust.

13. No Trustee shall commit any act or breach of Trust of the Trust fund or property or cause any loss to the Trust property or commit fraud in the administration of the Trust fund/property.

14. The Trustees will have the entire control of the funds of the Trust and shall decide all differences and disputes which may arises under these Rules as to trustees and the decision of the Trustees as recorded in the Minutes book of the Trust shall in all cases be final and binding on all parties concerned and in case of equality opinion and equal voting the opinion and vote of the Chair person shall be binding.

15. The Board of Trustees will follow the instructions given by any donor who makes substantial contribution towards furtherance of the objects of the Trust, so long as such instructions are not detrimental to the attainment of the object of the Trust and are in conformity with the provisions of the Law.

16. The Trustees shall select from among themselves Secretary and Treasurer. No Trustee including the Managing Trustee shall hold more than one post of above offices at the same time. The persons holding these offices of Secretary and Treasurer shall be under the administrative guidance and supervision of the Board of Trustees and will report through the Managing Trustee.

17. The Trust can form a **School Managing Committee (SMC)** with members from outside the trustees for a period of three years from the date of formation of the committee and they may be reelected for further terms. The purpose of the SMC is to manage/run and administer the School established by the Trust.

(a) School Managing Committee (SMC):- The SMC is charge with managing the Schools

Gurmukh Singh
Baidwan

Rita Bhardwaj

Jai Amardeep Singh

of the Trust. The constitution of the SMC shall be as per the guidelines of CBSE, and/or other Central, State Board and non-governmental agencies within India.

(b) Power and Functions of SMC:
Subject to overall control of the Trust, the SMC shall have the power to supervise the activities of the Schools for their smooth functioning. The SMC shall work according to the directions given by the Trust. However, the admissions shall be made as per merit without discretion of cast/creed/religion and region. The SMC further shall have all other powers including appointment of Teachers, looking after academic programmes, discipline, to ensure that norms of CBSE of the relevant State are met and shall have all other powers as are prescribed by CBSE and/or any other Central, State Board and non-governmental agencies within India as prescribed from time to time.

(c) Membership of SMC:- The Members of SMC shall be appointed/nominated in the manner as is prescribed by CBSE and/or any other Central, State Board and non-governmental agencies within India as prescribed from time to time.

18. The Trust may appoint sub-group(s) for specific tasks, with co-opted members. Currently this includes Building and land Development group etc. Such group may keep its own financial records within existing framework and must report regularly to the Board of Trustees.

B. ROLES AND RESPONSIBILITIES AND POWERS:

The Roles, Responsibilities and power of all these office bearers are defined below. In addition to the Board of Trustee may grant additional roles, responsibilities and power to any of the Trustees as and when required.

a) MANAGING TRUSTEE:

In addition to discharging normal duties as trustee, the Managing Trustee will be authorized to sign all documents, including bank documents, acknowledgements for the contributions received and agreements with individuals, government institutions and other organizations on behalf of the Board of Trustees upon the decision of the Board for each and every case. Any document signed unilaterally by the Managing Trustee will stand null and void. The Managing Trustee is authorized to sign along with the Treasurer bank cheques, deposit release vouchers etc. The Managing Trustee along with the Board of trustees is responsible for ensuring that the Trust pursues its objects and for maintaining the dignity of the Trust organization and shall use its influence to promote the activities of the Trust.

b) SECRETARY

The Secretary shall maintain the records of the organization prepare and circulate agenda and minutes of Board of Trustees meeting. The Secretary shall be also responsible for the day to day administration activities of the Trust. The Secretary shall deal with correspondence received by the Trust, send reply in consultation with the Managing Trustee, Vice-President and/or the Treasurer where necessary. He/She is responsible for the safe custody of all the assets and records of the Trust. The Secretary shall represent the Trust in all legal matters, sign the papers related to legal cases, attend to courts or represent the Trust in Government offices.

Gurmukh Singh
Baidwan

Ritu Bhardwaj

Jaimandeep Singh

c) TREASURER

The treasurer will prepare the Annual Budget, monthly and yearly expenditure statement, to get the expenditure audited by the auditor duly appointed by the Board of Trustees and place them before the Board of Trustee for approval. The Treasurer is responsible to maintain cash book and prepare vouchers for the payments made, receive contributions, sign acknowledgements for the amounts or articles received by the revenue and expenditure, as well as, the register of assets of the Trust and place them before the Board of Trustees for their approval. The Treasurer is authorized to sign bank cheques, application for drafts and payment instructions jointly with the Managing Trustee and draw money from the bank, up to the limits, defined by the Board of Trustees in their meetings. The Treasurer is responsible for safe custody of cash, bonds, securities etc. of trustees.

VII. MEETING OF THE BOARD OF TRUSTEES:

The Board of Trustees should meet **at least once in every calendar year** and may meet more often when required.

1) The meeting of Board of Trustee shall be convened by the Managing Trustee. In his absence, the Managing Trustee may authorize to any other Trust member to convene such meetings. Any member of the Board of the Trustees can call for a meeting.

2) One half of the Board of Trustees or a minimum of two trustees, whichever is higher, shall constitute the QUORUM for the Board of Trustees meetings.

3) All decisions shall be carried out by the majority decision of the Board but in the event of equality of votes, the Chairman presiding over the meeting shall have a casting vote.

4) Any resolution in writing signed by all the Trustees by circulation shall have equal force as though it has been passed at a meeting of the Board of Trustees.

5) The meeting of the Board shall be convened after giving at least a week's notice to all trustees unless all the Trustees agree to accept a shorter notice.

6) The Board of Trustees may invite other persons interested in the objects and functioning of the Trust to attend the meetings of the Board, but they shall not be entitled vote in the meetings of the Board.

VIII. BANK ACCOUNT:

1) The Managing Trustee and the Treasurer shall jointly operate Bank Accounts on behalf of the Trust. In their absence, any of the Trustees may be authorized by the Board of Trustees, by a resolution, to operate the bank accounts. One or more Bank Accounts may be opened in any Bank and or Banks in the name of the Trust anywhere to carry out the objectives of the Trust.

Gormukh Singh
Baidwan
Jai Amardeep Singh

Rity Bhardwaj

2) The Managing Trustee and the Treasurer may open Sub-Bank Account with its main bank account. The trust may allow two members from **School Managing Committee (SMC)** to operate the sub bank account on behalf of Trust for daily work of the school For that a resolution copy of trust or a letter from Managing Trustee and a resolution form SMC members are needed

IX. INVESTMENT OF TRUST FUNDS:

1) The Board of Trustees shall have the power to invest the funds, assets and properties of the Trust at their direction in accordance with the provisions of the Income Tax Act. 1961

2) The Board shall also determine from time to time, the amount it shall spend on the various activities of the Trust.

3) The receipt of the trustees for any moneys, stocks, funds, shares securities, or investments paid, delivered or transferred to them in execution of the trust of powers thereof, effectually release and discharge the persons, delivering or transferring the same, and from seeing or from being bound to see to the application or being answerable for any loss or misapplication thereof.

4) The trustees shall be respectively chargeable only for such moneys, stocks, shares, funds and securities as they shall actually receive notwithstanding their respectively signing a receipt jointly with others for the sake of conformity and shall be answerable for their own accounts receipts, neglects and defaults respectively and shall not be answerable either one for the other or others of them or for any banker, broker or the person with whom or into whose hands any trust money or securities may come or be deposited or for the insufficiency or deficiency of any stocks, funds or other securities or for any other loss unless the same shall happen through their willful default or negligence.

X. ACCOUNTS AND AUDIT:

1) The financial year of the Trust shall be from beginning and end of academic session of the school of the following year unless otherwise decided by the Board of Trustees.

2) The Board of Trustees shall maintain true and correct accounts of the Trust.

3) The trustees shall cause true and accurate accounts to be kept of all moneys received and spent and of all matters in respect thereof in the course of the management of trust properties or in relation to carrying out, the objects and purposes of the trust as well as all the assets, liabilities, credits and effects of the trust properties.

4) The accounts of the Trust shall be annually audited by a Chartered Accountant appointed by the board of Trustees and the audited statement of account shall be placed before the Board for its approval within three months of the financial year.

Gurmukh Singh Baidwan

Ritu Bhardwaj

Jaitmandup Singh

XI. AMENDMENTS:

1) While this Trust shall be irrevocable, the Board of Trustees may amend any of the clauses except those in relation to objects of the Trust by the Trustees at a duly convened meeting of the Board with at least 2 weeks' notice, and resolution passed by at least three-fourth majority of the Board of Trustees. The amendments to the Trust Deed can only be passed by a resolution of the Board of Trustees in an actual meeting and not by circulation.

2) If any alteration or amendment is necessary the same shall be affected through supplementary deed/deeds in accordance with law and the same shall be read together with the main trust deed.

XII. INDEMINITY:

The Board of Trustees shall be indemnified for any act done by them in good faith in the course of the administration of the Trust.

XIII. APPLICABILITY OF TRUST ACT:

The provisions of the Indian Trust Act 1882 shall apply to all matters not specifically mentioned in these presents.

XIV. THIS TRUST IS DECLARED IRREVOCABLE:

XV. DISSOLUTION:

In the event of dissolution of the Trust, the entire Trust funds shall be realized and first be used for payment of liabilities of the Trust. The assets remaining as on the date of dissolution shall under no circumstances be distributed among the Trustees. but the same shall be transferred to another Trust/Society/Association or institution whose objects are similar to those of this Trust.

SCHEDULE

At present the Trust has no property or assets, either movable or immovable other than the Trust fund donated by the SETTLOR, as described in the Schedule below:

Cash contribution to the Campus Fund of the Trust of Rs. 5000/- (Rupees Five Thousand Only)

Gurmukh Singh
Baidwan

Rita Bhardwaj

Jai Anand Singh

WITNESSWHEREOF, THE SETTLOR AND THE FIRST TRUSTEES to have set their hands on the day, month and year first above written.

WITNESS:

1. SANTOSH BHARDWAJ ADVOCATE MOHALI

Gurmukh Singh Baidwan

MR. GURMUKH SINGH

Ritu Bhardwaj

1. MRS. RITU BHARDWAJ

2. MR. JAI AMARDEEP SINGH JAUHAR Jai Amardeep Singh

3. MR. VINOD KUMAR AWASTI
S/o Jagat Ram Awasti
R/o B006/1551,Guru, Teg Bahadhur, Nagar, Kharar
UID 8500 1930 8667

SANTOSH BHARDWAJ ADVOCATE MOHALI 03/1/23

OLD MANAGEMENT

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

ONE HUNDRED RUPEES

₹. 100

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

पंजाब PUNJAB AK 068193

AFFIDAVIT

I, Harjinder Singh Bagga S/o Sh. Jaimal Singh Bagga R/o C-8, Sector-44, Noida, do hereby certify on behalf of ATS Education Trust:

1 That I am the trustee of ATS Education Trust.

2 That ATS Education Trust is running school in the name of ATS Valley School.

3 That ATS Education Trust is of Non-Proprietary Character and it has its own building for running school and building is not used for any commercial use.

Deponent

NOTARY PRATIBHA INDIA

Verified that the Affidavit/S.A. GPA has been read over & explained to the Deponent executant who seemed perfectly to understand the same at the time of signing there of

VERIFICATION:

I, Harjinder Singh Bagga, do hereby verify that the contents of this affidavit are true to the best of my knowledge and belief.

Date:

Place:

Deponent

ATTESTED

NOTARY BASSI
DISTT. SAS NAGAR

24 SEP 2019